

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**FORM F-1  
REGISTRATION STATEMENT**

UNDER  
THE SECURITIES ACT OF 1933

**DOUBLEDOWN INTERACTIVE CO., LTD.**

(Exact name of Registrant as specified in its charter)

Not Applicable

(Translation of Registrant's name into English)

**Republic of Korea**  
(State or other jurisdiction of  
incorporation or organization)

**7374**

(Primary Standard Industrial  
Classification Code Number)

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**Not Applicable**  
(I.R.S. Employer  
Identification Number)

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

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**Approximate date of commencement of proposed sale to the public:** As soon as practicable after this Registration Statement is declared effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933.

Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards<sup>†</sup> provided pursuant to Section 7(a)(2)(B) of the Securities Act.

<sup>†</sup> The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered <sup>(2)</sup>	Proposed Maximum Offering Price per Share <sup>(3)</sup>	Proposed Maximum Aggregate Offering Price <sup>(3)</sup>	Amount of Registration Fee <sup>(4)</sup>
Common shares, par value ₩10,000 per share <sup>(4)</sup>	363,170	\$400	\$145,268,000	\$15,848.74

(1) American Depositary Shares, or ADSs, issuable upon deposit of the common shares registered hereby, have been registered pursuant to a separate Registration Statement on Form F-6, as amended (File No. 333-239022) and declared effective by the Commission on June 30, 2020. 20 ADSs represent one common share.

(2) Includes 47,370 common shares represented by ADSs, which the Sole Bookrunner has an option to purchase.

(3) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(a) under the Securities Act of 1933, as amended.

(4) \$31,198 has been previously paid in connection with a prior registration statement, as amended (File No. 333-238884), initially filed with the Commission on June 2, 2020, and withdrawn on July 15, 2021. Pursuant to Rule 457(p) of the Securities Act, all fees paid to the Commission in connection with the filing of the prior registration statement have been credited for use in this offering.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until the Registration Statement shall become effective on such date as the U.S. Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. Neither we nor the selling shareholder may sell these securities until the registration statement filed with the U.S. Securities and Exchange Commission is declared effective. This preliminary prospectus is not an offer to sell these securities, nor a solicitation of an offer to buy these securities, in any jurisdiction where the offer, solicitation, or sale is not permitted.

Subject to completion, dated July 20, 2021

Preliminary prospectus

## **6,316,000 American Depositary Shares Representing 315,800 common shares**



This is the initial public offering of our common shares, par value (Won)10,000 per share (which we refer to as our “common shares”), in the form of American Depositary Shares (which we refer to as “ADSs”). Twenty ADSs represent one common share. We are offering 5,263,000 ADSs and the selling shareholder named in this prospectus is offering 1,053,000 ADSs. We will not receive any proceeds from the sale of ADSs by the selling shareholder. We expect the public offering price to be between \$18.00 and \$20.00 per ADS.

Prior to this offering, there has been no public market for our common shares or ADSs. Our ADSs have been approved for listing on the NASDAQ Stock Market (“NASDAQ”) under the symbol “DDI.”

We are organized under the laws of the Republic of Korea (“Korea”) and are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act of 2012, under applicable U.S. federal securities laws and are eligible for reduced public company reporting requirements. See “Prospectus summary—Emerging growth company status.” Our principal shareholder, DoubleU Games Co., Ltd., a Korean company, is expected to own approximately 60.5% of our shares upon consummation of the offering. Consequently, we expect to be a “controlled company” within the meaning of the corporate governance rules of NASDAQ. See “Management—Corporate governance practices.”

**Investing in our ADSs involves a high degree of risk. Before buying any of our ADSs, you should carefully read the discussion of material risks of investing in our ADSs in “[Risk factors](#)” beginning on page 15 of this prospectus.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

	Per ADS	Total
Initial public offering price	\$	\$
Underwriting discounts and commissions <sup>(1)</sup>	\$	\$
Proceeds to us (before expenses)	\$	\$
Proceeds to the selling shareholder (before expenses)	\$	\$

(1) See “Underwriting—Commissions and discounts” for additional information regarding compensation payable to the Sole Bookrunner.

The selling shareholder has granted the Sole Bookrunner the option to purchase up to 947,400 additional ADSs from it at the public offering price, less underwriting discount, for 30 days after the date of this prospectus to cover over-allotments. We will not receive any proceeds from the sale of ADSs by the selling shareholder.

The Sole Bookrunner expects to deliver the ADSs to purchasers on or about · , 2021.

## **B. Riley Securities**

The date of this prospectus is · , 2021.

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You should rely only on the information contained in this prospectus and any free writing prospectus prepared by, or on behalf of, us or to which we have referred you to or otherwise authorized. Neither we nor the Sole Bookrunner have authorized anyone to provide you with information that is different. We are offering to sell our ADSs, and seeking offers to buy our ADSs, only in jurisdictions where such offers and sales are permitted. The information in this prospectus is accurate only as of the date hereof, regardless of the time of delivery of this prospectus or any sale of our ADSs. Our business, financial condition, results of operations and prospects may have changed since that date. Neither we nor the Sole Bookrunner take any responsibility for, and can provide no assurance as to the reliability of, any information other than the information in this prospectus and any free writing prospectus prepared by us or on our behalf. Neither the delivery of this prospectus nor the sale of our ADSs means that information contained in this prospectus is correct after the date of this prospectus. This prospectus is not an offer to sell or the solicitation of an offer to buy our ADSs in any circumstances under which such offer or solicitation is unlawful.

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Before you invest in our ADSs, you should read the registration statement (including the exhibits thereto and documents incorporated by reference therein) of which this prospectus forms a part.

**For investors outside of the United States:** Neither we nor the Sole Bookrunner have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about, and observe any restrictions relating to, this offering and the distribution of this prospectus.

**For investors in Korea:** Pursuant to the laws of Korea, we have filed with the Financial Services Commission of Korea a separate securities registration statement in the Korean language for the benefit of Korean investors who may purchase common shares that are converted from ADSs in the secondary market after the completion of the offering described in this prospectus ("post-IPO Korean investors"). Certain information in such filing is applicable only to the post-IPO Korean investors and therefore is not included in this prospectus. The information contained in such filing does not and will not form a part of this prospectus. Accordingly, you must not rely on any information in such filing.

## About this prospectus

As used in this prospectus, unless the context otherwise requires or otherwise states, (a) references to "we," "us," "our," the "Company," "our Company" and similar references refer to DoubleDown Interactive Co., Ltd., a corporation with limited liability organized under the laws of Korea, which is sometimes referred to in this prospectus as "DDI," its Korean subsidiary, Double8 Games Co., Ltd. ("Double8 Games"), and its U.S. subsidiaries, DoubleUDiamond, LLC, a Delaware limited liability company ("DUD"), and DoubleDown Interactive, LLC, a Washington limited liability company ("DDI-US"), and (b) references to "DoubleU Games" or "DUG" refer to DoubleU Games Co., Ltd., a Korean company and our controlling shareholder.

The selling shareholder herein is STIC Special Situation Diamond Limited, which is a wholly-owned special purpose entity of STIC Special Situation Private Equity Fund, each of which is a limited liability entity organized under the laws of Korea. References herein to "STIC" refer to STIC Special Situation Private Equity Fund and its wholly-owned affiliate, unless the context otherwise requires.

We have made rounding adjustments to some of the figures included in this prospectus. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that precede them. The terms "dollar," "USD," "US\$" or "\$" refer to the legal currency of the United States. Currency amounts in this prospectus are stated in dollars, unless otherwise indicated. Our reporting currency is the U.S. dollar, and our functional currency is the Korean Won, or KRW or "(Won)." Unless otherwise indicated, convenience translations included in this prospectus of Korean Won into U.S. dollars have been made at the rate of (Won)1,133.50= US\$1.00, as reported by the Board of Governors of the Federal Reserve System on March 31, 2021. Historical and current exchange rate information of the Korean Won against the U.S. dollar may be found at [https://www.federalreserve.gov/releases/h10/hist/dat00\\_ko.htm](https://www.federalreserve.gov/releases/h10/hist/dat00_ko.htm).

Our financial statements are prepared in accordance with U.S. generally accepted accounting principles, or U.S. GAAP. Our fiscal year ends on December 31 of each year as does our reporting year. Therefore, any references to 2020 and 2019 are references to the fiscal and reporting years ended December 31, 2020 and December 31, 2019, respectively. Our most recent fiscal year ended on December 31, 2020. See Note 2 to our consolidated financial statements for the years ended December 31, 2020 and 2019 for a discussion of the basis of presentation, functional currency and translation of financial statements.

## **Non-GAAP measures**

In addition to U.S. GAAP measures, we also use Adjusted EBITDA, as described under “Management’s discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends—Adjusted EBITDA,” and Adjusted EBITDA margin in various places in this prospectus. These financial measures are presented as supplemental disclosure and should not be considered in isolation of, as a substitute for, or superior to, the financial information prepared in accordance with U.S. GAAP, and should be read in conjunction with the financial statements included elsewhere in this prospectus. Adjusted EBITDA and Adjusted EBITDA margin may differ from similarly titled measures presented by other companies.

Please see “Selected consolidated financial information and operating data” for a reconciliation of non-GAAP financial measures to the most directly comparable financial measure calculated in accordance with U.S. GAAP.

## **Market and industry data**

This prospectus contains references to industry market data and certain industry forecasts. Industry market data and industry forecasts are obtained from publicly available information and industry publications. See “Bibliography of referenced industry sources.” Industry publications generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of that information is not guaranteed. Although we believe industry information to be accurate, it is not independently verified by us. In general, we believe there is less publicly available information concerning international social gaming industries than the same industries in the United States. Some data is also based on our good faith estimates, which are derived from our review of internal surveys or data, as well as the independent sources referenced above. Assumptions and estimates of our and our industry’s future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in “Risk factors.” These and other factors could cause future performance to differ materially from our assumptions and estimates. See “Cautionary note regarding forward-looking statements.”

## **Cautionary note regarding forward-looking statements**

Various statements contained in this prospectus, including those that express a belief, expectation or intention, as well as those that are not statements of historical fact, are forward-looking statements. These forward-looking statements may include projections and estimates concerning our possible or assumed future results of operations, financial condition, business strategies and plans, market opportunity, competitive position, industry environment, and potential growth opportunities. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “design,” “target,” “aim,” “expect,” “could,” “intend,” “plan,” “anticipate,” “estimate,” “believe,” “continue,” “predict,” “project,” “potential,” “goal” or other words that convey the uncertainty of future events or outcomes. You can also identify forward-looking statements by discussions of strategy, plans or intentions. We have based these forward-looking statements on our current expectations and assumptions about future events. While our management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. These and other important factors, including, among others, those discussed in this prospectus under the headings “Risk factors,” “Management’s discussion and analysis of financial condition and results of operations” and “Our business” may cause our actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by the forward-looking statements in this prospectus.

You are cautioned not to place undue reliance on the forward-looking statements in this prospectus. The forward-looking statements contained in this prospectus are not guarantees of future performance and our actual results of operations and financial condition may differ materially from such forward-looking statements. In addition, even if our results of operations and financial condition are consistent with the forward-looking statements in this prospectus, they may not be predictive of results or developments in future periods.

Any forward-looking statement that we make in this prospectus speaks only as of the date of this prospectus. Except as required by law, we do not undertake any obligation to update or revise, or to publicly announce any update or revision to, any of the forward-looking statements in this prospectus, whether as a result of new information, future events or otherwise, after the date of this prospectus.

## Prospectus summary

*This summary highlights information contained elsewhere in this prospectus, but it does not contain all of the information that you may consider important before deciding to invest in our ADSs. Therefore, you should read this entire prospectus carefully, including, in particular, the sections entitled “Risk factors” beginning on page 15 of this prospectus and “Management’s discussion and analysis of financial condition and results of operations,” and our consolidated financial statements and related notes, before making an investment decision. Some of the statements in this summary and elsewhere in this prospectus constitute forward-looking statements. See “Cautionary note regarding forward-looking statements.”*

### Our company

We are a leading developer and publisher of digital games on mobile and web-based platforms. We are the creators of multi-format interactive entertainment experiences for casual players. Our flagship game, *DoubleDown Casino*, has been in the top 20 grossing mobile games annually on Apple App Store since 2016, according to *App Annie*. Our games cater to an expanding casual gaming audience around the world.

We have been an early pioneer in the social casino gaming segment of casual gaming and were among the initial publishers to launch a social casino game on the Facebook platform in 2010 with the release of *DoubleDown Casino*. As the market has shifted materially to mobile platforms in recent years, we have also embraced new distribution channels for our games, which have significantly expanded our overall reach and market opportunity. Our games attract players of social casino and casual games, and have been installed over 115 million times to date. During 2019 and 2020, an average of 2.8 million players and 2.9 million players, respectively, played our games each month, and for the three months ended March 31, 2021, an average of over 2.6 million players played our games each month.

Our market opportunity includes casual gaming globally, which includes slots, puzzle, card, match three and other similar games. *Eilers & Krejci* estimated that the global market for mobile casual games was \$25.7 billion in 2020, an increase of approximately 25% from 2019. Within the social casino segment of casual gaming, which includes free-to-play online slots, poker, table games, and bingo, *DoubleDown Casino* was ranked third among the top game titles by revenue during 2020, according to *Eilers & Krejci*. The global social casino market was \$7.0 billion in 2020, and is estimated to grow at 4.2% over the next four years to reach \$8.6 billion by 2025, according to *Eilers & Krejci*. As one of the leading players in social casino games today, we believe we are well-positioned to combine our social casino expertise with additional game elements to deliver entertaining playing experiences for our players.

We believe that success in casual gaming requires a combination of creativity and data science to acquire, engage, and retain players. We have a deep understanding of our players which allows us to hone our game development, content strategy, and live game operations. Our all-in-one approach that combines numerous pieces of content within a single game streamlines the player experience while our best-in-class gaming elements, including graphics, user interface, and meta-features, such as daily challenges and loyalty programs, keep our players engaged. Collectively, our players exhibit higher monetization compared to that of our social casino peers, which we believe reflects our successful approach. Our average revenue per daily active user, or ARPDAU, was \$0.83 during 2020, higher than the \$0.58 average of three primary social casino peers during the same period based upon data from *Eilers & Krejci* and the \$0.02 median for all mobile games during the second quarter of 2019 according to *Game Analytics*.

We believe our access to content is among the broadest in the gaming industry. In addition to our internally developed content, we also have access to content from International Game Technology PLC (“IGT”), one of the largest casino equipment suppliers in the world, and creator of well-known slot games such as *Cleopatra*, *Wolf*

*Run*, and *Megabucks*, as well as from DoubleU Games, our controlling shareholder and a leading developer and publisher of social casino games based in Korea. Collectively, we have had access to over 2,000 slot titles through our partnerships with IGT and DUG and we have internally developed a catalogue of 27 original slot titles. We continue to provide our players with a superior gaming experience by leveraging our three content pillars: DDI, IGT, and DUG.

Our financial performance has benefitted from the differentiated way in which we approach our market opportunity. Our revenue was \$358.3 million in 2020, up from \$273.6 million in 2019. Approximately 86.3% of our revenue was generated from the United States in 2020. Our net income was \$53.6 million in 2020, up from \$36.3 million in 2019. Our Adjusted EBITDA was \$120.3 million in 2020, up from \$101.7 million in 2019, with an Adjusted EBITDA margin of 33.6% and 37.2%, respectively. Our revenue was \$96.7 million for the three months ended March 31, 2021, up from \$76.1 million for the three months ended March 31, 2020. Our net income was \$19.4 million for the three months ended March 31, 2021, up from \$12.9 million for the three months ended March 31, 2020. Our Adjusted EBITDA was \$33.1 million for the three months ended March 31, 2021, up from \$25.4 million for the three months ended March 31, 2020, with an Adjusted EBITDA margin of 34.2% and 33.4%, respectively. See “Management’s discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends” for a description of Adjusted EBITDA and for a reconciliation to net income, the most directly comparable financial measure calculated in accordance with U.S. GAAP.

## **Industry overview and market opportunity**

A number of technology and consumer trends are driving significant change in digital gaming and expanding our market opportunity:

- *Growth of mobile platforms and entertainment increasingly consumed through mobile.* According to data from *Newzoo Online*, the number of active smartphone users globally was expected to grow by 7.8% to 3.6 billion users in 2020. According to data from *eMarketer*, an average U.S. adult spent an average time of 4 hours and 30 minutes per day on a smartphone (non-voice) in 2020; time spent on consuming content via mobile devices was expected to surpass time spent watching TV for the first time in 2019. We believe this trend presents an opportunity for greater engagement with players on mobile devices.
- *Role of app stores as distribution and payment gateways.* Developers are now able to distribute apps to global audiences and regularly update the apps with new content and features. App stores are now a popular destination for users to find and access content, and also serve as integrated payment systems where users can conveniently make purchases in a trusted and secure setting.
- *Success of the free-to-play model has widened appeal of gaming to the masses.* Free-to-play games have significantly increased the revenue potential of mobile and web-based games by eliminating upfront barriers and facilitating purchases throughout the player lifecycle. Free-to-play games allow for a wider audience, increasing the number of potential paying players and enhancing the overall game experience by facilitating greater social interaction among players.

We also believe that the competencies required to succeed in the market have evolved:

- *Scale is increasingly important.* Only a small fraction of games reach meaningful scale. Through 2019, only 1,121 games of the more than one million games available on Apple App store and Google Play Store have generated revenue of over \$5 million, according to *App Annie*. As games compete for limited playing time, gaming companies with an ability to invest significant amounts of resources to marketing, research and development, and ongoing costs are able to improve the probability of success.



- *Content is a key differentiator.* Gaming companies face significantly higher costs to develop, market, and operate games. As greater resources are invested in these games, players have become more engaged and deeply invested in the games they play, resulting in higher switching costs.
- *Increasing longevity of games.* Games have evolved into services, significantly extending the lifecycles of successful games. Facilitated by a shift in monetization strategy towards more in-game purchases, greater ability to update games post launch via app store platforms, and the incorporation of social aspects into the games, players stay engaged longer, which in turn drives higher and more stable monetization.

We believe that our market opportunity includes casual gaming globally, which includes slots, puzzle, card, match three and other similar games. *Eilers & Krejci* defines casual games as games that have simple decision-making with the ability for players to start or stop playing at any time without heavily impacting the overall experience. *Eilers & Krejci* estimated that the global market for mobile casual games was \$25.7 billion in 2020, an increase of approximately 25% from 2019. The global social casino market was \$7.0 billion in 2020, and is estimated to grow at 4.2% over the next four years to reach \$8.6 billion by 2025, according to *Eilers & Krejci*. We believe that casual and social casino genres are converging, blending elements into new games. As one of the leading players in social casino gaming today, we believe we are well-positioned to combine our social casino expertise with additional game elements to deliver entertaining playing experiences for our players.

## **Our value proposition to players**

We believe that our games offer a compelling value proposition to players that drives their loyalty and continued engagement and monetization:

- *Proven library of content:* We have a diverse library of content to entertain and engage players, including proven social casino gaming content developed by DUG; authentic, land-based casino content from IGT; and innovative, original content developed internally.
- *Cross-platform playability:* Our players can play our games anytime and anywhere on mobile and web-based platforms. Our games are available on all major platforms including Apple App Store, Facebook, Google Play Store, and Amazon Appstore.
- *All-in-one approach:* Each of our games provides a one-stop shop for gaming entertainment with diversified content. To play a multitude of our content, players are only required to download one game. The content choices available within each game allow the player to tailor the experience to their individual preferences, and the unified environment lowers the barrier to new content discovery, enhancing entertainment and engagement for players.
- *Enhanced player experience:* Our social casino games are designed to deliver a best-in-class mobile gaming experience, including engaging graphics, user interface and meta-features. For example, features such as *DoubleDown Casino's* Megabucks room give players an opportunity to win large jackpots while playing iconic, authentic slots.

## **Our strengths**

***All-in-one strategy offers scalability, player insights, and operational efficiency.***

Our all-in-one approach allows our players to access our extensive library of slot content through a single game download. In addition, the all-in-one approach provides an enhanced understanding of our players, as all of their behaviors take place within the same game. By centralizing our content into fewer games, we can also adopt a more focused and efficient approach to user acquisition.

***Access to deep content libraries and proven track record of developing new content.***

We have access to hundreds of highly recognizable, branded land-based slot titles through our partnership with IGT which enables us to deliver an authentic casino floor experience to our players. Our parent company, DUG, also has deep experience in developing social casino games. In addition to IGT and DUG content, our in-house research and development team develops proprietary slot content. Collectively, we have had access to over 2,000 slot titles through our partnerships with IGT and DUG and we have internally developed a proprietary catalogue of 27 original slot titles.

***Comprehensive player lifecycle management.***

We employ a rigorous, data-driven approach to player lifecycle management from user acquisition to ongoing engagement and monetization. We use internally-developed analytic tools to segment and target players and to optimize user acquisition spend across multiple channels.

***Robust technology platform.***

We operate on a centralized, cloud-based technology platform which enables us to consistently launch high-quality slot content and operate our games on a global level. Our robust infrastructure allows us to capture and analyze player data in real-time, which fuels our development and operations. In addition, we have proprietary porting capabilities that allow us to implement content from DUG and IGT quickly and efficiently, which enables our high velocity approach to content development. Our shared code base also increases speed to market for new content, features, and services while minimizing development costs, as we are able to roll-out software and content updates across all of our games simultaneously.

***Deep talent pool and shareholder support.***

We have a global development team with extensive experience across multiple geographies and functions. Our management team and employee base have a proven track record of creating and scaling social casino and casual games. Our talent pool of 231 employees is comprised of more than 164 engineers, creative artists, product managers, data scientists and market researchers. We also benefit from our controlling shareholder DUG, a leader in the social casino gaming industry, with whom we regularly engage to share best practices.

**Our strategies**

***Maximize***

We plan to develop new content and features within our existing games to grow the number of active players in our existing player segments. We intend to improve engagement and monetization of our existing players by leveraging enhanced data insights gained from our analytic capabilities. In addition, we aim to utilize our rich data to hone our development, marketing, and live game operations efforts to drive additional player engagement and monetization. We also aim to efficiently deploy our marketing spend to attract new players to our platform for both our existing games and future new games in our existing gaming categories.

***Expand***

We intend to build, launch and scale additional games in adjacent gaming segments using our skilled and experienced creative and technical experts many of who have worked on successful mobile games outside social casino. This includes expansion into new gaming categories such as action role-playing games, or RPG,

casual casino, and hyper-casual to capture an increased share of the fast-growing mobile games market. We currently expect to open-beta launch our action RPG game, *Undead World: Hero Survival*, in the United States and Canadian markets during 2021, subject to market conditions. In addition, we expect to open-beta launch our new casual casino game, *Project G*, by the first half of 2022. We believe we can further leverage our existing content to grow in regions that share familiarity with our current content and gameplay features, such as Australia and Western Europe.

### **Acquire**

We intend to pursue selective merger and acquisition opportunities to expand our capabilities and grow our industry and geographic footprint.

## **Recent developments**

### ***Certain preliminary estimated financial results for the three months ended June 30, 2021***

The preliminary financial results set forth below are unaudited and preliminary, and do not present all information necessary for an understanding of our operations for the three and six months ended June 30, 2021. Our estimates are based solely on information available to us as of the date of this prospectus. Actual results for the three and six months ended June 30, 2021 remain subject to the completion of management's final reviews and our other financial closing procedures and may differ from these estimated preliminary results due to the completion of our financial closing procedures, final adjustments, and other developments that may arise during the review process. It is unlikely that our actual unaudited consolidated financial statements and related notes as of and for the three months ending June 30, 2021 will be available prior to the completion of this offering, and consequently may not be available to you prior to your decision whether to invest in this offering. We undertake no obligation to update or supplement the information provided until we release our results of operations for the three months ended June 30, 2021.

These estimates should not be viewed as a substitute for our full unaudited interim financial statements prepared in accordance with GAAP. Accordingly, you should not place undue reliance on this preliminary data. This information is presented to assist you in understanding the impact of the COVID-19 pandemic on our business in recent months compared to the comparable period of 2020 during the height of the pandemic in the United States and the initial stages of the lockdown. These estimated preliminary results are not necessarily indicative of any future period and should be read in conjunction with "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated audited annual and unaudited interim financial statements and related notes thereto included elsewhere in this prospectus.

The preliminary financial data for the three and six months ended June 30, 2021 included in this prospectus has been prepared by and is the responsibility of our management. Our independent auditor, Ernst & Young LLP, has not audited, reviewed, compiled or performed any procedures with respect to the preliminary financial data. Accordingly, Ernst & Young LLP does not express an opinion or any other form of assurance with respect thereto.

Subject to the foregoing qualifications, we estimate our preliminary unaudited revenue for the three months ended June 30, 2021 will be approximately \$92.0 to \$93.5 million, representing a decline of approximately 5.5% to 7.0% from the comparable period in 2020 of \$99.0 million. Our estimated preliminary unaudited revenue for the three months ended June 30, 2021 also represents approximately a 3.1% to 4.5% decrease from revenue of \$96.5 million for the three months ended March 31, 2021. We believe that the decline in revenue for the three months ended June 30, 2021 compared to the comparable period in 2020 reflects very strong player engagement and monetization increases in the second quarter of 2020, which we attribute to the initial lockdowns and work-from-home initiatives that came into effect in the United States as the COVID-19 pandemic took hold during the first half of 2020. The

decline in revenue for the period compared to the first quarter of 2021 was primarily due to the recent reopening of the US economy which resulted in a decline in the number of active monthly paying payers during the second quarter. We expect our year-to-date revenue through June 30, 2021 to be between approximately \$188.7 million and \$190.2 million, representing an increase of approximately 7.8% to 8.5% over the comparable six-month period in 2020. We believe this increase reflects enhancements to our business platform that have improved many of our key operating metrics, such as (i) average revenue per daily active user, (ii) average monthly revenue per player, and (iii) payer conversation rate. Part of the change was also attributable to the relative influence of work-from-home initiatives. We further expect operating income for the three months ended June 30, 2021 to be consistent with the percentage of revenue in recent quarters.

*This recent developments section includes “forward-looking statements.” All statements contained herein other than statements of historical facts, including, without limitation, statements regarding our expectations regarding our financial and operating results for the three and six months ended June 30, 2021, and our future financial and business performance, are forward-looking statements. The words “could,” “believe,” “anticipate,” “intend,” “estimate,” “expect,” “project” and similar expressions are intended to identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy, short-term and long-term business operations and objectives and financial needs. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements described under the heading “Risk Factors,” “Cautionary Note Regarding Forward-Looking Statements,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business” included in this prospectus.*

## **Summary risk factors**

There are a number of risks that you should understand before making an investment decision regarding this offering. These risks are discussed more fully in the section entitled “Risk factors” following this prospectus summary. If any of these risks actually occur, our business, financial condition or results of operations would likely be materially and adversely affected. In such case, the trading price of our ADSs would likely decline, and you may lose all or part of your investment. These risk factors include, but are not limited to:

### ***Risks related to our business and industry***

- Our profitability may be affected by the rate and manner at which we successfully manage our current and future growth;
- We rely on a small percentage of our players for all of our revenue;
- To date, we have been reliant upon our *DoubleDown Casino* game for substantially all of our revenue;
- We rely substantially on third-party platforms to make our games available to players and to collect revenue;
- Depending on their outcomes, certain legal proceedings can have a material adverse impact on our business;
- Social opposition to interactive gaming could limit our growth and impact the future of our business;
- We rely on the ability to use the intellectual property of third parties, particularly IGT and DUG, for a substantial portion of our content and other features incorporated into our games;
- Our business depends on our ability to protect proprietary information and our owned and licensed intellectual property;

- The intellectual property rights of others may prevent us from developing new games and/or entering new markets, or may expose us to costly litigation;
- Our success depends upon our ability to adapt to and offer games that keep pace with changing technology and evolving industry standards;
- Data privacy and security laws and regulations could increase the cost of our operations and subject us to possible sanctions or penalties;
- We operate in a highly competitive industry, and our success depends on our ability to effectively compete;
- Our success depends on the security and integrity of the games we offer, and cyber-attacks, security breaches, or other disruptions could compromise our information or the information of our players and expose us to liability, which would cause our business and reputation to suffer;
- If the use of mobile devices as gaming platforms and the proliferation of mobile devices generally do not increase, our business could be harmed;
- Our business may be adversely impacted by reductions in discretionary consumer spending as a result of downturns in the economy or other factors beyond our control, including any impact from the recent coronavirus outbreak;

***Risks related to doing business in Korea***

- Escalations in tensions with North Korea could materially affect our Company and the market value of our ADSs;

***Risks related to our relationship with DoubleU Games***

- DoubleU Games controls the direction of our business, and the concentrated ownership of our common shares will prevent you and other shareholders from influencing significant decisions;
- DoubleU Games' interests may conflict with our interests and the interests of our shareholders; and

***Risks related to this offering and ownership of our common shares and ADSs***

- We are a "foreign private issuer" as defined under the Securities Act of 1933, as amended, and, as a result, will qualify for, and intend to rely on, exemptions from certain NASDAQ corporate governance requirements.

**Emerging growth company status**

We are an "emerging growth company," as defined in Section 2(a) of the Securities Act of 1933, as amended (the "Securities Act"), as modified by the Jumpstart Our Business Startups Act of 2012 (which we refer to as the "JOBS Act"). As such, we are eligible to take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to SEC reporting companies. For so long as we remain an emerging growth company we will not be required to, among other things:

- present more than two years of audited financial statements and two years of related selected financial data and management's discussion and analysis of financial condition and results of operations disclosure in our registration statement of which this prospectus forms a part;
- have an auditor report on our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act of 2002 (which we refer to as the "Sarbanes-Oxley Act");
- disclose certain executive compensation related items; and
- seek shareholder non-binding advisory votes on certain executive compensation matters and golden parachute arrangements, to the extent applicable to our Company as a foreign private issuer.

We have elected to adopt the reduced disclosure requirements available to emerging growth companies. As a result of these elections, the information that we provide in this prospectus may be different than the information you may receive from other public companies in which you hold equity interests. If some investors find our securities less attractive as a result, there may be a less active trading market for our securities and the prices of our securities may be more volatile.

The JOBS Act also permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We have elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(2) of the JOBS Act. This election allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As a result, our financial statements may not be comparable to companies that comply with public company effective dates.

We will remain an emerging growth company until the earlier of (i) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least \$1.07 billion, or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common shares that are held by non-affiliates exceeds \$700 million as of the prior June 30th, and (ii) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three-year period.

## **Corporate information**

Our Company was originally established as The8Games Co., Ltd., in Seoul, Korea in 2008, an interactive entertainment studio focused on the development and publishing of casual games and mobile applications. In 2016, DUG acquired a controlling stake in our Company and, in 2017, DUG acquired the remaining stake in our Company, making us a wholly-owned subsidiary of DUG. Later in 2017, DUG also acquired DDI-US through our Company, believing that our strengths could be highly complementary to DDI-US for creating more powerful social casino gaming content. We changed our name to DoubleDown Interactive Co., Ltd. in December 2019. In February 2020, we acquired Korea-based Double8 Games from DoubleU Games.

Our agent for service of process in the United States is DoubleDown Interactive, LLC, 605 5<sup>th</sup> Avenue, Suite 300, Seattle, Washington 98104. Our principal executive offices are located at 13F, Gangnam Finance Center, 152, Teheran-ro Gangnam-gu, Seoul 06236, Korea. Our main telephone number is +82-2-501-7216. Our internet website is <https://doubledowninteractive.com>. The information contained in, or that can be accessed through, our website is not incorporated by reference into, and is not a part of, this prospectus. You should not consider any information on our website to be part of this prospectus or in deciding whether to purchase our ADSs. We have included our website address in this prospectus solely for informational purposes.

## **Trademarks**

The names and marks, *DoubleDown Casino*, *DoubleDown Classic*, *DoubleDown Fort Knox*, and other trademarks, trade names and service marks of DDI appearing in this prospectus are the property of DDI. This prospectus also contains additional trademarks, trade names and service marks belonging to other companies. Solely for convenience, trademarks, trade names and service marks referred to in this prospectus may appear without the ®, ™ or SM symbols, but such references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable licensor to these trademarks, trade names and service marks. We do not intend our use or display of other parties' trademarks, trade names or service marks to imply, and such use or display should not be construed to imply, a relationship with, or endorsement or sponsorship of us by, these other parties.

## The Offering

<b>Issuer</b>	DoubleDown Interactive Co., Ltd.
<b>Offering price</b>	We currently expect the initial public offering price to be between \$18.00 and \$20.00 per ADS.
<b>ADSs offered by us</b>	5,263,000 ADSs.
<b>ADSs offered by the selling shareholder</b>	1,053,000 ADSs (or 2,000,400 ADSs if the Sole Bookrunner exercises in full its option to purchase additional ADSs).
<b>Common shares to be outstanding immediately after this offering</b>	2,477,672 common shares.
<b>Sole Bookrunner's option to purchase additional ADSs</b>	The selling shareholder has granted to the Sole Bookrunner an option to purchase up to 947,400 additional ADSs from the selling shareholder at the initial public offering price less the underwriting discounts and commissions, for a period of 30 days from the date of this prospectus.
<b>The ADSs</b>	<p>20 ADSs represent one common share. The ADSs are evidenced by American depositary receipts (ADRs) issued by Citibank, N.A., as depositary. The depositary's agent, the custodian, will be the holder of the common shares underlying the ADSs, and you will have the rights of an ADS holder as provided in the deposit agreement among us, the depositary, and owners and beneficial owners of ADSs from time to time.</p> <p>You may surrender your ADSs to the depositary to withdraw the common shares underlying your ADSs. The depositary will charge you a fee for such an exchange.</p> <p>We may amend or terminate the deposit agreement for any reason without your consent. If an amendment becomes effective, you will be bound by the deposit agreement, as amended, if you continue to hold your ADSs.</p>
<b>Depositary</b>	Citibank, N.A.
<b>Use of proceeds</b>	<p>We expect to receive net proceeds from this offering of \$91.4 million (based on an assumed public offering price of \$19.00 per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus), after deducting the underwriting discounts and commissions and the estimated offering expenses in the aggregate of approximately \$8.6 million payable by us.</p> <p>We intend to use the net proceeds from this offering for working capital and general corporate purposes, which may include potential payments that could result from resolution of pending legal proceedings. See "Use of proceeds."</p> <p>We will not receive any proceeds from the sale of our ADSs by the selling shareholder in this offering.</p>

**Lock-up**

We and our existing shareholders have agreed with the Sole Bookrunner not to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, any of our securities for a period of 180 calendar days following the closing of the offering of the ADSs, subject to certain exceptions. See "Underwriting" for more information.

**Listing**

Our ADSs have been approved for listing on the NASDAQ Stock Market under the symbol "DDI."

**Risk factors**

Investing in our ADSs involves a high degree of risk. For a discussion of factors you should carefully consider before making an investment decision, see "Risk factors" beginning on page 15.

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Except as otherwise indicated, all information in this prospectus assumes no exercise by the Sole Bookrunner of its option to purchase additional ADSs.

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## Summary consolidated financial information and operating data

The following tables present the summary consolidated financial information and operating data for DoubleDown Interactive Co., Ltd. and its subsidiaries for our fiscal years ended December 31, 2020 and 2019, and the three months ended March 31, 2021 and 2020. The summary consolidated income statement data for the years ended December 31, 2020 and 2019 and the summary consolidated balance sheet data as of December 31, 2020 and 2019 are derived from the audited consolidated financial statements of DoubleDown Interactive Co., Ltd. and its subsidiaries, prepared in accordance with U.S. GAAP, included in this prospectus. The summary consolidated income statement data for the three months ended March 31, 2021 and 2020 and the summary consolidated balance sheet data as of March 31, 2021 are derived from the unaudited condensed consolidated financial statements of DoubleDown Interactive Co., Ltd. and its subsidiaries, prepared in accordance with U.S. GAAP, included in this prospectus.

The results of operations for the periods presented below are not necessarily indicative of the results to be expected for any future period. The information set forth below should be read together with "Selected consolidated financial information and operating data," "Management's discussion and analysis of financial condition and results of operations" and the consolidated financial statements of DoubleDown Interactive Co., Ltd. and the accompanying notes beginning on page F-1 in this prospectus.

### Years ended December 31, 2020 and 2019

Summary consolidated income statement data (in millions)	Year ended December 31,	
	2020	2019
Revenue	\$ 358.3	\$ 273.6
Operating expenses:		
Cost of revenue <sup>(1)</sup>	126.3	99.6
Sales and marketing <sup>(1)</sup>	71.2	35.8
Research and development <sup>(1)</sup>	18.8	19.3
General and administrative <sup>(1)</sup>	21.7	17.2
Depreciation and amortization	31.6	33.4
Total operating expenses	269.6	205.3
Operating income	88.7	68.3
Interest expense	(10.8)	(26.6)
Interest income	0.2	0.5
Gain on foreign currency transactions	2.3	4.1
Gain on foreign currency remeasurement of intercompany item	(0.2)	3.2
Other income (expense), net	(5.0)	0.3
Income tax expense	(21.6)	(13.5)
Net income	\$ 53.6	\$ 36.3
<b>Summary other data</b> (in millions, except ARPDAU and percentages)	<b>Year ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
Adjusted EBITDA <sup>(2)</sup>	\$ 120.3	\$ 101.7
Net income margin <sup>(3)</sup>	15.0%	13.3%
Adjusted EBITDA margin <sup>(2)</sup>	33.6%	37.2%
Average MAU <sup>(4)</sup>	2.9	2.8
Average DAU <sup>(4)</sup>	1.2	1.2
ARPDAU <sup>(4)</sup>	\$ 0.83	\$ 0.64
Mobile penetration <sup>(5)</sup>	71.8%	67.5%

Reconciliation of non-GAAP measures (in millions, except percentages)	Year ended December 31,	
	2020	2019
Net income	\$ 53.6	\$ 36.3
Income tax expense	21.6	13.5
Income before tax	75.2	49.8
Adjustments for:		
Depreciation and amortization	31.6	33.4
Interest expense	10.8	26.6
Foreign currency transaction/remeasurement (gain) loss	(2.1)	(7.3)
Other income (expense), net	4.8	(0.8)
Adjusted EBITDA	\$ 120.3	\$ 101.7
Adjusted EBITDA margin	33.6%	37.2%

Summary consolidated balance sheet data (in millions)	As of December 31,	
	2020	2019
Cash and cash equivalents	\$ 63.2	\$ 42.4
Total assets	\$ 806.8	\$ 815.4
Total liabilities	\$ 107.3	\$ 434.7
Total equity	\$ 699.5	\$ 380.7

- (1) Excluding depreciation and amortization.
- (2) We define Adjusted EBITDA as operating income before interest expense, income tax expense, depreciation and amortization, foreign currency transaction and remeasurement gains and losses, and other income (expense), net (including interest income). Adjusted EBITDA margin is calculated by dividing Adjusted EBITDA for a period by revenue for the same period. Management has presented the performance measure Adjusted EBITDA because it monitors performance at a consolidated level and believes that this measure is relevant to an understanding of the Company's financial performance. In addition, we believe this metric provides useful information in understanding our operating performance and trends in our business. Adjusted EBITDA is not a defined performance measure in U.S. GAAP. The Company's definition of Adjusted EBITDA may not be comparable with similarly titled performance measures and disclosures by other entities. See also "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends—Adjusted EBITDA."
- (3) Net income margin represents net income as a percentage of revenue, which is the most directly comparable GAAP measure to Adjusted EBITDA margin described above.
- (4) See the definitions of the key performance indicators in "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends."
- (5) Mobile penetration represents the percentage of revenue sourced from the Google, Apple, and Amazon platforms.

**Three months ended March 31, 2021 and 2020**

Summary consolidated income statement data (in millions)	Three months ended March 31,	
	2021	2020
Revenue	\$ 96.7	\$ 76.1
Operating expenses:		
Cost of revenue <sup>(1)</sup>	33.9	26.9
Sales and marketing <sup>(1)</sup>	19.7	14.5
Research and development <sup>(1)</sup>	5.7	4.3
General and administrative <sup>(1)</sup>	4.3	5.0
Depreciation and amortization	7.5	8.0
Total operating expenses	71.0	58.7
Operating income	\$ 25.6	\$ 17.3
Interest expense	(0.5)	(6.1)
Interest income	0.1	0.1
Gain on foreign currency transactions	0.2	0.8
Gain on foreign currency remeasurement of intercompany item	—	4.2
Other income (expense), net	0.7	0.1
Income tax expense	(6.7)	(3.6)
Net income	\$ 19.4	\$ 12.9
<b>Summary other data</b> (in millions, except ARPDau and percentages)	<b>Three months ended March 31,</b>	
	<b>2021</b>	<b>2020</b>
Adjusted EBITDA <sup>(2)</sup>	\$ 33.1	\$ 25.4
Net income margin <sup>(3)</sup>	20.1%	17.0%
Adjusted EBITDA margin <sup>(2)</sup>	34.2%	33.4%
Average MAU <sup>(4)</sup>	2.6	3.0
Average DAU <sup>(4)</sup>	1.1	1.2
ARPDau <sup>(4)</sup>	\$ 0.99	\$ 0.70
Mobile penetration <sup>(5)</sup>	72.4%	69.9%
<b>Reconciliation of non-GAAP measures</b> (in millions, except percentages)	<b>Three months ended March 31,</b>	
	<b>2021</b>	<b>2020</b>
Net income	\$ 19.4	\$ 12.9
Income tax expense	6.7	3.6
Income before tax	26.1	16.5
Adjustments for:		
Depreciation and amortization	7.5	8.0
Interest expense	0.5	6.1
Foreign currency transaction/remeasurement (gain) loss	(0.3)	(5.1)
Other income (expense), net	(0.7)	(0.1)
Adjusted EBITDA	\$ 33.1	\$ 25.4
Adjusted EBITDA margin	34.2%	33.4%

<b>Summary consolidated balance sheet data (in millions)</b>	<b>As of March 31, 2021</b>
Cash and cash equivalents	\$ 84.4
Total assets	829.7
Total liabilities	109.5
Total equity	\$ 720.2

- (1) Excluding depreciation and amortization.
- (2) We define Adjusted EBITDA as operating income before interest expense, income tax expense, depreciation and amortization, foreign currency transaction and remeasurement gains and losses, and other income (expense), net (including interest income). Adjusted EBITDA margin is calculated by dividing Adjusted EBITDA for a period by revenue for the same period. Management has presented the performance measure Adjusted EBITDA because it monitors performance at a consolidated level and believes that this measure is relevant to an understanding of the Company's financial performance. In addition, we believe this metric provides useful information in understanding our operating performance and trends in our business. Adjusted EBITDA is not a defined performance measure in U.S. GAAP. The Company's definition of Adjusted EBITDA may not be comparable with similarly titled performance measures and disclosures by other entities. See also "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends—Adjusted EBITDA."
- (3) Net income margin represents net income as a percentage of revenue, which is the most directly comparable GAAP measure to Adjusted EBITDA margin described above.
- (4) See the definitions of the key performance indicators in "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends."
- (5) Mobile penetration represents the percentage of revenue sourced from the Google, Apple, and Amazon platforms.

## Risk factors

*An investment in our ADSs involves a high degree of risk. Before making an investment decision, you should carefully consider the following risk factors, which address the material risks concerning our businesses and an investment in our ADSs, together with the other information contained in this prospectus. If any of the risks discussed in this prospectus occur, our businesses, prospects, liquidity, financial condition, and results of operations could be materially and adversely affected, in which case the value of our ADSs could decline significantly and you could lose all or part of your investment. Some statements in this prospectus, including statements in the following risk factors, constitute forward-looking statements. Please refer to the section entitled "Cautionary note regarding forward-looking statements."*

### Risks related to our business and industry

***Our profitability may be affected by the rate at which we grow our business. The inability to successfully manage our current and future growth may materially and adversely affect our results of operations and financial condition.***

We have grown the business since the acquisition of DDI-US from IGT in 2017 and we intend to continue to expand the scope and geographic relevance of the games we provide. Our total revenue increased to \$358.3 million in 2020 from approximately \$273.6 million in 2019, and to \$96.7 million for the three months ended March 31, 2021 from \$76.1 million for the three months ended March 31, 2020. Achieving our growth strategy will depend, in large part, upon the rate at which we are able to attract and retain paying players to our games, create engaging content, and expand geographically.

Our ability to increase the number of players of our games will depend on continued player adoption of online social casino and other forms of casual online gaming. Growth in the online gaming industry and the level of demand for and market acceptance of our games are subject to a high degree of uncertainty. We expect that the overall number of our customers and the amount they are willing to invest in our games will fluctuate from time to time. The rate at which we acquire paying players may be affected by increased competition, general economic conditions, or other factors. In addition, we may not be successful in providing sufficient incentives and creating engaging content to retain our existing customers and attract new customers. If we are unable to successfully acquire, retain, and monetize players who make purchases in our games, our operations and financial condition will be adversely affected and our profitability may decline.

In addition, we hope to grow our player base through geographic expansion of our markets, particularly in Asia-Pacific and Western Europe. However, significant growth in such markets may not be successful if we do not plan the timing of the expansion appropriately, understand the social and other factors driving player participation in such markets so that we can adapt our content accordingly, and effectively navigate the regulatory environment in which we may be required to operate. If we are unable to properly and prudently manage our operations as we continue to grow, if the quality of our games deteriorates, or if we are unable to provide suitable incentives and content, our name and reputation could be severely harmed, and our business, prospects, financial condition, and results of operations could be adversely affected.

***We rely on a small percentage of our players for all of our revenue.***

Our games are available to players for free, and we generate revenue from players only if they voluntarily purchase virtual chips above and beyond the level of free virtual chips provided periodically as part of the games. In particular, we monitor the number of players who make a purchase to assess any periodic changes in behavior and associated trends. Average MPUs, or the average number of players who made a purchase at least once in a month, has increased from 2019 to 2020. Further, our overall payer conversion rate during fiscal years 2019 and 2020 has increased from 5.2% in 2019 to 5.4% in 2020, and from 5.0% for the three months

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ended March 31, 2020 to 5.7% for the three months ended March 31, 2021. Our paying players may stop making purchases in our games or playing our games altogether at any time. In order to sustain or increase our revenue levels, we must increase the amount our players spend in our games and/or increase the number of players who purchase virtual chips. To retain paying players, we must devote significant resources so that the games they play retain their interest and motivate them to purchase virtual chips through incentives and engaging content. If the average amount spent by our paying players declines, if we fail to offer games that sufficiently incentivize players to purchase our virtual chips, or if we fail to properly manage the economics of free versus paid chips, our business, financial condition, and results of operations could be materially and adversely affected.

***Our DoubleDown Casino game has generated substantially all of our revenue, and we intend to continue to refresh content and launch new games in order to attract and retain a significant number of paying players to grow our revenue and sustain our competitive position.***

Historically, *DoubleDown Casino* has accounted for substantially all our revenue (2020: 95.7%; 2019: 96.3%; first quarter 2021: 96.7%), and we expect that this dependency will continue for the foreseeable future while we endeavor to further diversify our portfolio through the addition of new games. See “Our business—Our games.” Our growth will depend, in part, on our ability to consistently refresh content for our existing games to promote engagement with our players, as well as launch new games that achieve significant popularity. However, as we add new games to our portfolio, certain of our players may leave existing games, such as *DoubleDown Casino*, and move to a new offering. As we refresh content and develop new games, we expend significant resources in research and development, analytics, marketing, and others to design, test, and launch refreshed content and our new games.

Our ability to successfully and timely design, test, and launch our games and provide refreshed content, as well as attract and retain paying players, largely depends on our ability to, among other things:

- analyze player demographics and effectively respond to changing player interests and preferences and the competitive landscape;
- enhance existing games with refreshed content and develop new games that, in each case, are interesting and compelling and that incentivize players to purchase virtual chips on a regular basis;
- effectively develop new social and geographic markets for our games;
- minimize delays and cost overruns on development and launch of refreshed content for existing games and of new games; and
- expand our proprietary portfolio of games through organic growth and licensed third-party content.

If we do not successfully extend the life of our existing games and launch games that attract and retain a significant number of paying players, our market share, reputation, and financial results could be harmed. In addition, if the popularity of any of our most successful games decreases significantly, it would have a material adverse effect on our results of operations, cash flows, and financial condition. We cannot assure that our initiatives to improve our player experience will always be successful.

***We rely substantially on third-party platforms to make our games available to players and to collect revenue.***

Our games are distributed through several main platform providers, including Apple, Facebook, Google, and Amazon, which also provide us valuable information and data, such as the rankings of our games. Substantially all of our revenue is generated by players using those platforms. Consequently, our expansion and prospects depend on our continued relationships with these providers, and any emerging platform providers that are widely adopted by our target player base in the geographic markets in which we operate.

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We are subject to the standard terms and conditions that these platform providers have for application developers, which govern the promotion, distribution and operation of games and other applications on their platforms, and which the platform providers can change unilaterally on short or no notice. Our business would be harmed if:

- the platform providers discontinue or limit our access to their platforms;
- governments or private parties, such as internet providers, impose bandwidth restrictions, increase charges, or restrict or prohibit access to those platforms;
- the platforms modify their current discovery mechanisms, communication channels available to developers, respective terms of service, or other policies, including fees;
- the platforms adopt changes or updates to their technology that impede integration with other software systems, such as Adobe Flash or others, or otherwise require us to modify our technology or update our games in order to ensure players can continue to access our games and content with ease;
- the platforms impose restrictions or make it more difficult for players to buy our virtual chips; or
- the platforms develop their own competitive offerings.

If alternative platforms increase in popularity, we could be adversely impacted if we fail to create compatible versions of our games in a timely manner, or if we fail to establish a relationship with such alternative platforms. Likewise, if our existing platform providers alter their operating platforms or browsers, we could be adversely impacted as our offerings may not be compatible with the altered platforms or browsers or may require significant and costly modifications in order to become compatible. If our platform providers were to develop competitive offerings, either on their own or in cooperation with one or more competitors, our growth prospects could be negatively impacted. If our platform providers do not perform their obligations in accordance with our platform agreements, we could be adversely impacted.

In the past, some of these providers' platforms have been unavailable for short periods of time or experienced issues with certain features. If such events occur on a prolonged basis or other similar issues arise that impact players' ability to download our games, access social features, or purchase virtual chips, it could have a material adverse effect on our revenue, operating results, and reputation.

***Depending on their outcomes, certain legal proceedings can materially adversely affect our business and our results of operations, cash flows, and financial condition.***

We have been party to, are currently party to, and in the future may become subject to additional, legal proceedings in the operation of our business, including, but not limited to, with respect to consumer protection, gaming-related matters, employee matters, alleged service and system malfunctions, alleged intellectual property infringement, and claims relating to our contracts, licenses, and strategic investments.

For example, in 2015, a plaintiff commenced a putative class action in the United States District Court for the Western District of Washington against Churchill Downs Incorporated, one of our competitors, alleging that Churchill Downs' virtual game platform, "Big Fish Casino," violated Washington's Recovery of Money Lost at Gambling Act ("WRMLGA") and Consumer Protection Act ("CPA"). The District Court dismissed plaintiff's action. On March 28, 2018, the United States Court of Appeals for the Ninth Circuit reversed the District Court's holding, concluding that, because Big Fish Casino's virtual chips are a "thing of value," Big Fish Casino falls under the WRMLGA. The Ninth Circuit remanded the action to the District Court for further proceedings consistent with its opinion. On March 4, 2020, plaintiff's motion for class certification was denied by the District Court without prejudice to refile. Additional class actions have been commenced against other of our competitors on similar

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grounds, certain of which, including Churchill Downs, have finalized settlements which the court approved on February 11, 2021 in amounts ranging up to \$155 million. These settlements included requirements for modifications to the games that allowed them to continue to operate. We have assessed these required modifications and have already implemented these changes to the ways our *DoubleDown Casino game operates*. Such amounts are illustrative only and are not indicative of, and provide no certainty with respect to, amounts at which other cases, including the *Benson* case discussed below, may settle, if at all, or amounts that may be rendered in a judgment after trial on the merits.

In April 2018, a putative class action lawsuit, *Benson, et al. v. DoubleDown Interactive and International Game Technology*, was filed against DDI-US in the United States District Court for the Western District of Washington based upon the theory, like Big Fish Casino, that the use of the *DoubleDown Casino* Facebook and mobile applications violated the WRMLGA and CPA. The plaintiffs make their allegations on behalf of themselves and “all persons in the United States who purchased and lost chips by wagering at the *DoubleDown Casino*.” Plaintiffs seek to recover, on behalf of themselves and the class, among other things, (i) all money they wagered and lost playing DDI-US games; and (ii) treble damages. Plaintiffs also seek injunctive and/or declaratory relief as necessary to protect the interests of Plaintiff and the class. On November 13, 2018, the District Court denied DDI-US’s motion to compel arbitration. DDI-US filed an appeal to the United States Court of Appeals for the Ninth Circuit, arguing that plaintiff’s action should have been dismissed because their individual cases are subject to the arbitration agreement in the applicable Terms of Use. On January 29, 2020, DDI-US’s appeal to the Ninth Circuit was denied and the case was remanded to the District Court for further proceedings. On June 17, 2020, the Company filed a motion in the United States District Court for the Western District of Washington, which, if granted, would certify certain questions of state law to the Washington State Supreme Court for interpretation in accordance with applicable state law. On August 11, 2020, the District Court denied DDI-US’s motion to certify certain questions to the Washington State Supreme Court. DDI-US subsequently filed a motion asking the court to reconsider this decision. On January 15, 2021, this motion for reconsideration was denied. On August 13, 2020, DDI-US filed a motion to strike the plaintiffs’ nationwide class allegations. On March 19, 2021, this motion was denied. On September 10, 2020, DDI-US filed a complaint in Washington State court against the two plaintiffs in the federal court case arguing that, since the gambling law referenced in the federal action is a Washington state law, any complaint should be litigated in Washington State court. On February 25, 2021, plaintiffs filed a motion for class certification and for preliminary injunction. Discovery in the federal court case has commenced and is continuing. On July 19, 2021, the court ordered that the parties hold a settlement conference by September 7, 2021. On April 25, 2021, plaintiffs filed their Second Amended Complaint, changing their allegations to include an additional corporate entity of co-defendant, IGT. DDI-US served plaintiffs with its expert disclosures and filed an Opposition to Plaintiffs’ Motion for Class Certification and Preliminary Injunction on May 11, 2021. On June 29, 2021, the court denied the Company’s motion for the certification of an interlocutory appeal from the court’s order denying the Company’s Motion to Strike Nationwide Class Action Allegations. No trial date has been set at this time. We dispute any allegation of wrongdoing and will continue to vigorously defend ourselves in this matter. See “Our business—Legal proceedings.”

In connection with the *Benson* case, IGT tendered us its defense of the lawsuit and sought indemnity from us and certain of our affiliates for any damages from the lawsuit, based on various agreements associated with IGT’s sale of DDI-US to us. We had previously tendered IGT our defense and sought indemnity from it. The parties have entered into a standstill or tolling agreement, which expires on or before September 1, 2021. There can be no guarantee, however, that we will be able to secure indemnification for any damages from the lawsuit. See Note 10: Commitment and contingencies of the notes to our unaudited consolidated financial statements for the three months ended March 31, 2021 and 2020 appearing elsewhere in this prospectus.

We have incurred and expect to continue to incur significant expense defending the *Benson* lawsuit, and we may incur in the future significant expense with respect to any other lawsuit to which we may be a party. In general, subject to



certain terms and conditions, insurance coverage for our litigation expenses and losses arising out of legal proceedings is assessed by our insurers on a case by case basis and there can be no guarantee that coverage will be available in any particular case. However, in connection with the *Benson* lawsuit, our insurer will not cover such expenses or any losses that could arise for any settlement amount or damages award. If we became subject to an unfavorable judgment in *Benson* (which as of the date of this prospectus is unknowable), then our operating results and financial condition would likely be materially negatively impacted. Based upon the facts known to us as of the date of this prospectus and the current state of the legal proceedings as described above, if we were to agree to settle the *Benson* lawsuit at this time, we believe such settlement would likely be for a significant monetary amount and our operating results and financial condition would be materially adversely affected. However, no settlement offer has been made by us to date, and we dispute any allegation of wrongdoing and will continue to vigorously defend ourselves in this matter. There can be no guarantee that, in such an event, we will be able to recover all or any part of any damages award or, if applicable, settlement amount, or obtain a contribution with respect thereto, from any other defendant. Additionally, there can be no guarantee as to what, if any, additional modifications any judgments or settlements might impose on one or more of our games. In addition, prior to the resolution of the *Benson* case, we may be required, or otherwise deem it advisable, to record a material financial reserve in respect of a potential adverse outcome.

In the future, additional legal proceedings or regulatory investigations targeting our social casino games and claiming violations of state or federal laws could also occur in other states, based on the unique and particular laws of each jurisdiction. We could, in connection with any such proceedings or regulatory actions, including as a result of the *Benson* case, be restricted from operating social casino games in certain states, or be required to make modifications to the operation of one or more of our games, or have to pay significant damage awards or settlement amounts. We cannot predict the likelihood, timing, or scope of the consequences of such an outcome, or the outcome of any other legal proceedings to which we may be a party, any of which could have a material adverse effect on our results of operations, cash flows, or financial condition.

In addition, in December 2020, a patent infringement claim, *NEXRF Corp. v. DoubleU Games Co., Ltd., et al.*, was filed against DoubleU Games, DDI-US and us in the United States District Court for the Western District of Washington. The plaintiff alleges that the defendants are infringing certain patents related to certain of its games and is seeking monetary damages. On April 29, 2021, we, DoubleU Games, and DDI-US filed a motion to dismiss the case as well as a motion to stay discovery pending adjudication of motion to dismiss. The parties agreed to an interim stay of discovery pending resolution of the motion to stay. On May 28, 2021, plaintiff made a settlement demand, to which we have not responded. Rulings on these motions are pending. Due to the early nature of this case, it is not possible to assess whether this case may be material to our business. We intend to defend the case vigorously.

On May 14, 2021, Hanover Insurance Co. filed a declaratory judgment action alleging that its insurance policy does not cover the claims made by *NEXRF Corp. v. DoubleU Games Co., Ltd., et al.* We have accepted service of the complaint.

***Certain social opposition to interactive gaming or potential issues relating to social casino games could adversely impact our business and limit the growth of our operations.***

There is certain opposition in some jurisdictions to interactive online gaming, including social casino games. In September 2018, the World Health Organization added “gaming disorder” to the International Classification of Diseases, defining the disorder as a pattern of behavior characterized by impaired control over gaming and an increase in the priority of gaming over other interests and daily activities. Some states or countries have anti-gaming groups that specifically target social casino games. Such opposition could lead these jurisdictions to adopt legislation or impose a regulatory framework to govern interactive social gaming or social casino games specifically and which could require us to comply with stringent regulations and/or require us to modify our

operations in order to so comply. These could result in a prohibition on interactive online gaming or social casino games altogether, restrict our ability to advertise our games, encourage our existing platform partners to restrict our ability to deploy our games through their media, or substantially increase our costs to comply with these regulations, all of which could have an adverse effect on our results of operations, cash flows, and financial condition. We cannot predict the likelihood, timing, scope, or terms of any such legislation or regulation or the extent to which they may affect our business. In addition, certain third-party distribution platforms on which we rely have had lawsuits brought against them for servicing social casino games, which may limit our access to such platforms.

On September 17, 2018, 15 international gambling regulators, plus the Washington State Gambling Commission, signed a declaration expressing concern “with the risks posed by the blurring of lines between gambling and other forms of digital entertainments such as video gaming,” including, among others, social casino gaming. The regulators committed to work together to analyze the characteristics of video games and social gaming, and to engage in an informed dialogue with the video game and social gaming industries to ensure the appropriate and efficient implementation of applicable laws and regulations. The regulators also indicated they would work closely with their consumer protection enforcement agencies. We cannot predict the likelihood, timing, scope, or terms of any actions taken as a result of the declaration.

Consumer protection concerns regarding games such as ours have been raised in the past and may again be raised in the future. These concerns include (i) whether social casino games may be shown to serve as a gateway for adolescents to monetary gambling, and (ii) a concern that social casino gaming companies are using big data and advanced technology to predict and target “vulnerable” users who may spend significant time and money on social casino games in lieu of other activities. Such concerns could lead to increased scrutiny, including the potential imposition of a regulatory framework, over the manner in which our games are designed, developed, distributed, and presented. It is difficult for us to monitor and enforce age or other jurisdictional restrictions with respect to players who download or play our games, as we rely on third-party distribution platforms such as Apple App Store, Facebook, Google Play Store, and Amazon Appstore. We cannot predict the likelihood, timing, or scope of any concern reaching a level that will impact our business, or whether, as a result, we would suffer any adverse impacts to our results of operations, cash flows, financial condition, and reputation.

***We rely on the ability to use the intellectual property rights of third parties, and we may lose the benefit of some of the intellectual property licensed to us if the license agreements are terminated.***

Substantially all of the content and related intellectual property incorporated into our games are licensed from third parties, in particular IGT and DUG. Since June 2017, we have been party to a Game Development, Distribution and Services Agreement with IGT (which we refer to as the “IP License Agreement”), pursuant to which we are granted the right to develop and distribute certain IGT game titles and related intellectual property. Under the IP License Agreement, we expect, but cannot guarantee, that we will be able to continue to receive those rights on favorable or reasonable terms. In addition, although IGT has the right to terminate the IP License Agreement for cause, we will retain exclusive, perpetual, and irrevocable use of any IGT intellectual property already used by us for games launched before June 1, 2020 (excluding third party rights that IGT no longer has rights to itself), except in limited circumstances. For each slot game first launched in the social online game field starting on June 1, 2020, the license from IGT is non-exclusive, perpetual and irrevocable. See “Our business—Intellectual property.” In addition, we have licensing arrangements with our controlling shareholder, DUG, since March 2018, pursuant to which we are granted an exclusive license to develop and distribute certain of their social casino game titles and sequels, subject to our payment of customary terms and license fees. As of March 31, 2021, we license approximately 35 game titles that are actively offered to players. As amended to date, the agreement remains in effect until either DUG no longer holds an interest, directly or indirectly, in DDI, or DDI no longer holds an interest, directly or indirectly, in DDI-US. In such event, the

agreement provides that the parties will mutually renegotiate the terms of the agreement. We expect, but cannot guarantee, that we will be able to continue to receive those rights on favorable or reasonable terms. See “Our business—Intellectual property.”

The future success of our business will depend, in part, on our ability to retain or expand intellectual property licenses. We cannot assure that these third-party licenses will continue to be available to us on commercially reasonable terms, if at all. Further, existing and future license arrangements containing royalty provisions could cause us to incur impairment charges in connection with minimum guarantees. To address these risks, we have increased our research and development capabilities in order to create proprietary intellectual property, including content, although there is no guarantee we will be able to create content that receives sufficient acceptance from the market or that is developed in a timely manner. In the event that we are unable to create such content and, in addition, if we lose the benefit of, or cannot renew and/or expand existing licenses with IGT and DUG, we may be required to discontinue or limit our use of certain game titles and related technologies that include or incorporate the licensed intellectual property.

***Our business depends on the protection of our proprietary information and our owned and licensed intellectual property.***

We believe that our success depends in part on protecting our owned and licensed intellectual property in the United States and other countries. Our intellectual property includes certain patents, trademarks and copyrights relating to our games, and proprietary or confidential information that is not subject to formal intellectual property protection. Much of our intellectual property that is significant to our business is owned by DoubleU Games or IGT and licensed to us, and we do not control the protection and maintenance of such intellectual property from third parties, and must rely on them to protect and maintain such intellectual property. Our success may depend, in part, on our and our licensors' ability to protect the trademarks, trade dress, names, logos, or symbols under which we market our games and to obtain and maintain patent, copyright, and other intellectual property protection for the technologies, designs, software, and innovations used in our games and our business. We cannot assure that we will be able to build and maintain consumer value in our proprietary trademarks and copyrights or otherwise protect our technologies, designs, software, and innovations or that any patent, trademark, copyright, or other intellectual property right will provide us with competitive advantages.

We also rely on trade secrets and proprietary knowledge. We enter into confidentiality agreements with our employees and independent contractors regarding our trade secrets and proprietary information, but we cannot assure that the obligation to maintain the confidentiality of our trade secrets and proprietary information will be honored by such individuals.

In the future we may make claims of infringement against third parties or make claims that third-party intellectual property rights are invalid or unenforceable. These claims could cause us to incur greater costs and expenses in the protection of our intellectual property and could potentially negatively impact our intellectual property rights, for example, by causing one or more of our intellectual property rights to be ruled or rendered unenforceable or invalid.

Despite our efforts to protect our intellectual property rights, the steps we take in this regard might not be adequate to prevent or deter infringement or other misappropriation of our intellectual property by competitors or other third parties.

***The intellectual property rights of others may prevent us from developing new games and/or entering new markets, or may expose us to liability or costly litigation.***

Our success depends in part on our ability to continually adapt our games to incorporate new technologies as well as intellectual property related to game mechanics and procedures, and to expand into markets that may

be created by these new developments. If technologies are protected by the intellectual property rights of our competitors or other third parties, we may be prevented from introducing games based on these technologies or expanding into markets created by these technologies.

We cannot assure that our business activities and games will not infringe upon the proprietary rights of others, or that other parties will not assert infringement claims against us. A successful claim of infringement by a third party against us, our games or one of our licensees in connection with the use of our technologies, game mechanics or procedures, or an unsuccessful claim of infringement made by us against a third party or its products or games, could adversely affect our business or cause us financial harm. Any such claim and any resulting litigation, should it occur, could:

- be expensive and time-consuming to defend or require us to pay significant amounts in damages;
- result in invalidation of our proprietary rights or render our proprietary rights unenforceable;
- cause us to cease making, licensing, or using games that incorporate the intellectual property;
- require us to redesign, reengineer, or rebrand our games or limit our ability to bring new games to the market in the future;
- require us to enter into costly or burdensome royalty, licensing, or settlement agreements in order to obtain the right to use a product or process;
- impact the commercial viability of the games that are the subject of the claim during the pendency of such claim; or
- require us to stop offering the infringing games.

***Our success depends upon our ability to acquire and retain players, as well as adapt to and offer games that keep pace with changing technology and evolving industry standards.***

Our ability to acquire and retain players is largely driven by our success in maintaining and increasing the quantity and quality of games in our portfolio. To satisfy players, we need to continue to improve their online gaming experience and innovate and introduce games that our players find more rewarding to play than those of our competitors. This will require us to, among other things, continue to improve our technology, game mechanics, and procedures to optimize search results for our games, tailor our game offerings to additional geographic and demographic market segments, and improve the user-friendliness of our games, while working to minimize the risk that players will be diverted from our existing games to one of our new games resulting in reduced purchases by those players. Our ability to anticipate or respond to changing technology and evolving industry standards and to develop and introduce new and enhanced games on a timely basis, or at all, is a significant factor affecting our ability to remain competitive and expand and attract new players. We cannot assure that we will have the financial and technical resources needed to introduce new games on a timely basis, or at all.

Further, as technological or regulatory standards change and we modify our games to comply with those standards, we may need players to take certain actions to continue playing, such as downloading a new game, performing age-gating checks or accepting new terms and conditions. Players may stop using our games at any time, including if the quality of the player experience on our games and our support capabilities in the event of a problem do not meet their expectations or keep pace with the quality of the player experience generally offered by competitive games and services.

Our players depend on our support organization to resolve any issues relating to our games. Our ability to provide effective support is largely dependent on our ability to attract, resource, and retain employees who are not only qualified to support players of our games, but are also well versed in our games. Any failure to

maintain high-quality support, or a market perception that we do not maintain high-quality support, could harm our reputation, adversely affect our ability to sell virtual chips within our games to existing and prospective players, and adversely impact our results of operations, cash flows, and financial condition.

***Our global operations expose us to business and legal risks, which could restrict or limit our ability to execute our strategy.***

Substantially all of our revenues are currently generated through DDI-US in the United States. Our headquarters and significant game development operations are based in Seoul, Korea. We are subject to risks customarily associated with such global operations, including: the complexity of laws, regulations, and markets in the countries in which we operate; the uncertainty of enforcement of remedies in certain jurisdictions; the effect of currency exchange rate fluctuations; export control laws; the impact of foreign labor laws and disputes; the ability to attract and retain key personnel; the economic, tax, and regulatory policies of local governments; compliance with applicable anti-money laundering, anti-bribery, and anti-corruption laws, including the Foreign Corrupt Practices Act, The Improper Solicitation and Graft Act of Korea, and other anti-corruption laws that generally prohibit persons and companies and their agents from offering, promising, authorizing, or making improper payments to foreign government officials for the purpose of obtaining or retaining business; and compliance with applicable sanctions regimes regarding dealings with certain persons or countries. Certain of these laws also contain provisions that require accurate recordkeeping and further require companies to devise and maintain an adequate system of internal accounting controls.

If we adopt policies and controls that are ineffective or an employee or intermediary fails to comply with the applicable regulations, we may be subject to criminal and civil sanctions and other penalties. Any such violation could disrupt our business and adversely affect our reputation, results of operations, cash flows, and financial condition. In addition, our business operations could be interrupted and negatively affected by terrorist activity, political unrest, or other economic or political uncertainties. Moreover, countries, including in particular Korea and the United States, could impose tariffs, quotas, trade barriers, and other similar restrictions that adversely impact the international nature of our business.

Further, our ability to expand successfully in other countries involves other risks, including difficulties in integrating local operations, risks associated with entering jurisdictions in which we may have little experience and the day-to-day management of a growing and increasingly geographically diverse company. We may not realize the operating efficiencies, competitive advantages or financial results that we anticipate from our investments in countries other than Korea and the United States.

***Data privacy and security laws and regulations in the jurisdictions in which we do business could increase the cost of our operations and subject us to possible sanctions and other penalties.***

We collect, process, store, use, and share data, some of which contains limited personal information. Consequently, our business is subject to a number of U.S. and international laws and regulations governing data privacy and security, including with respect to the collection, storage, use, transmission, sharing, and protection of personal information. Data privacy protection laws are rapidly changing and likely will continue to do so for the foreseeable future and may be inconsistent from jurisdiction to jurisdiction.

We are subject to U.S. federal and state and foreign laws related to the privacy and protection of player data. Such regulations such as the General Data Protections Regulation (“GDPR”) from the European Union (“EU”), the United Kingdom’s Data Protection Act of 2018, the UK GDPR, and the California Consumer Privacy Act are new, untested laws and regulations that could affect our business, and the potential impact is unknown. See “Our business— Regulation of the industry.” We are also subject to evolving laws and regulations that dictate under what circumstances we can transfer, process and/or receive certain data that is critical to our operations, including data shared between countries or regions in which we operate. For example, in July 2020, the European Union-U.S. Privacy Shield was

invalidated by the Court of Justice of the European Union (“CJEU”). Other bases to legitimize the transfer of such data, such as Standard Contractual Clauses (“SCCs”), have been subjected to regulatory and judicial scrutiny. If one or more of the legal bases for transferring data from Europe to the United States is invalidated or the transfer frameworks are amended, if we are unable to transfer data between and among countries and regions in which we operate, or if we are restricted from sharing data among our products and services, it could affect the manner in which we operate and require us to change our data processing policies and measures, which may be burdensome and difficult to undertake successfully, and could adversely affect our financial results.

There currently are a number of other proposals related to data privacy and security pending before several legislative and regulatory bodies. For example, the European Union is contemplating the adoption of the Regulation on Privacy and Electronic Communications (the “e-Privacy Regulation”). While this regulation was planned to take effect simultaneously with GDPR, it is currently still being debated and discussed by the EU member states. The e-Privacy Regulation focuses on the privacy of electronic communications and, in that respect, it contains new rules for direct marketing activities. It is highly likely that these rules will lead to new consent requirements.

Due to the rapidly changing nature of these data privacy protection laws, there is not always clear guidance from the respective governments and regulators regarding the interpretation of the law, which may create the risk of an inadvertent violation. Efforts to comply with these and other data privacy and security restrictions that may be enacted could require us to modify our data processing practices and policies, incorporate privacy by design into our games, and will significantly increase the cost of our operations. Failure to comply with such restrictions could subject us to criminal and civil sanctions and other penalties. In part due to the uncertainty of the legal climate, complying with regulations, and any applicable rules or guidance from self-regulatory organizations relating to privacy, data protection, information security, and consumer protection, may result in substantial costs and may necessitate changes to our business practices, which may compromise our growth strategy, adversely affect our ability to attract or retain players, and otherwise adversely affect our business, financial condition, and operating results.

Any failure or perceived failure by us to comply with our posted privacy policies or terms of use, our privacy-related obligations to players or other third parties, or any other legal obligations or regulatory requirements relating to privacy, data protection, or information security may result in governmental investigations or enforcement actions, litigation, claims, or public statements against us by consumer advocacy groups or others, and could result in significant liability, cause our players to lose trust in us, and otherwise materially and adversely affect our reputation and business. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to us may limit the adoption and use of, and reduce the overall demand for, our games.

Additionally, if third parties we work with violate applicable laws, regulations, or agreements, such violations may put our players’ data at risk, or result in governmental investigations or enforcement actions, fines, litigation, claims, or public statements against us by consumer advocacy groups or others, and could result in significant liability, cause our players to lose trust in us, and otherwise materially and adversely affect our reputation and business. Further, public scrutiny of, or complaints about, technology companies or their data handling or data protection practices, even if unrelated to our business, industry, or operations, may lead to increased scrutiny of technology companies, including us, and may cause government agencies to enact additional regulatory requirements or to modify their enforcement or investigation activities, which may increase our costs and risks.

***Security breaches or other disruptions could compromise our information or the information of our players. If we sustain cyber-attacks or other security incidents that result in data breaches, we could suffer a loss of players and associated revenue, increased costs, exposure to significant liability, reputational harm, and other negative consequences.***

Our business sometimes involves the storage, processing, and transmission of certain proprietary, confidential, and personal information of our players. We also maintain certain other proprietary and confidential

information relating to our business and personal information of our personnel. Despite our security measures, our information technology may be subject to cyber-attacks, viruses, malicious software, break-ins, theft, computer hacking, employee error or malfeasance, or other security breaches. Hackers and data thieves are increasingly sophisticated and operate large-scale and complex automated attacks. Experienced computer programmers and hackers may be able to penetrate our security controls and misappropriate or compromise sensitive personal, proprietary, or confidential information, create system disruptions, or cause shutdowns. They also may be able to develop and deploy malicious software programs that attack our systems or otherwise exploit any security vulnerabilities.

Our systems and the data stored on those systems may also be vulnerable to security incidents or security attacks, acts of vandalism or theft, coordinated attacks by activist entities, misplaced or lost data, human errors, or other similar events that could negatively affect our systems, the data stored on those systems, and the data of our business partners. Further, third parties, such as hosted solution providers, that provide services to us, could also be a source of security risks in the event of a failure of their own security systems and infrastructure. An increasing number of online services have disclosed security breaches, some of which have involved sophisticated and highly targeted attacks on portions of their services. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and often are not foreseeable or recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. Any security breach or incident that we experience could result in unauthorized access to, misuse of, or unauthorized acquisition of our or our players' data, the loss, corruption or alteration of this data, interruptions in our operations, or damage to our computers or systems or those of our players or third-party platforms. Any of these could expose us to claims, litigation, fines, and potential liability.

The costs to eliminate or address the foregoing security threats and vulnerabilities before or after a cyber incident could be significant. Our remediation efforts may not be successful and could result in interruptions, delays or cessation of service, and loss of existing or potential suppliers or players. As threats related to cyber-attacks develop and grow, we may also find it necessary to make further investments to protect our data and infrastructure, which may impact our operations. Although we have insurance coverage for protecting against cyber-attacks, it may not be sufficient to cover all possible claims, and we may suffer losses that could have a material adverse effect on our business. We could also be negatively impacted by existing and proposed laws and regulations, and government policies and practices related to cybersecurity, data privacy, data localization, and data protection in the United States, Korea, the European Union, and other countries.

If an actual or perceived breach of our security occurs, public perception of the effectiveness of our security measures for our games and content could be harmed, and we could lose players. Data security breaches and other data security incidents may also result from non-technical means, for example, actions by employees or contractors. Any compromise of our security could result in a violation of applicable privacy and other laws, regulatory or other governmental investigations, enforcement actions, and legal and financial exposure, including potential contractual liability that is not always limited to the amounts covered by our insurance. Any such compromise could also result in damage to our reputation and a loss of confidence in our security measures. Any of these effects could have a material adverse impact on our results of operations, cash flows, and financial condition.

***Our business depends on our ability to collect and use data to deliver relevant content and advertisements, and any limitation on the collection and use of this data could cause us to lose revenues.***

When our players use our games, we may process, store, use, and share data about our players, some of which contains limited personal information. We use some of this data to provide a better experience for the player by delivering relevant content and advertisements. Our players may decide not to allow us to collect some or all of

this data or may limit our use of this data. Any limitation on our ability to collect data about players and game interactions would likely make it more difficult for us to deliver targeted content and advertisements to our players. Interruptions, failures or defects in our data collection, mining, analysis and storage systems, as well as privacy concerns and regulatory restrictions regarding the collection of data, could also limit our ability to aggregate and analyze player data. If that happens, we may not be able to successfully adapt to player preferences to improve and enhance our games, retain existing players and maintain the popularity of our games, which could cause our business, financial condition, or results of operations to suffer.

Additionally, Internet-connected devices and operating systems controlled by third parties increasingly contain features that allow device users to disable functionality that allows for the delivery of advertising on their devices, including through Apple's Identifier for Advertising, or IDFA, or Google's Advertising ID, or AAID, for Android devices. Device and browser manufacturers may include or expand these features as part of their standard device specifications. For example, when Apple announced that UDID, a standard device identifier used in some applications, was being superseded and would no longer be supported, application developers were required to update their apps to utilize alternative device identifiers such as universally unique identifier, or, more recently, IDFA, which simplifies the process for Apple users to opt out of behavioral targeting. If players elect to utilize the opt-out mechanisms in greater numbers, our ability to deliver effective advertisements would suffer, which could adversely affect our revenues from in-game advertising.

***We are subject to certain risks as an environmental, social and governance driven company.***

We believe that a contributor to our success has been our commitment to environmental, social and governance based values, and we strive to operate our gaming business in a socially responsible manner. Internally, attracting, developing, and retaining top talent in an environment that promotes employee well-being, safety, development, diversity and inclusion is a part of our long-term strategy. However, we may be affected by negative reports or publicity if we fail, or are perceived to have failed, to live up to these values. For example, providing a safe and responsible online gaming environment for users is central to our operations. As a result, our brands and reputation may be negatively affected by the actions of users that are deemed to be irresponsible while using our apps. Similarly, any negative publicity about activity in the business that is perceived to be contrary to our human capital management policies would negatively affect our brands and reputation.

In addition, we may make decisions regarding our business and games in accordance with our values that may negatively impact our short- or medium-term operating results if we believe those decisions are consistent with such values and will improve the aggregate user experience or promotes employee well-being, safety, development, diversity and inclusion. Although we expect that our commitment to environmental, social and governance based values will, accordingly, improve our financial performance over the long term, these decisions may not be consistent with the expectations of investors and any longer-term benefits may not materialize within the time frame we expect or at all, which could harm our business, revenue and financial results.

***If the use of mobile devices as gaming platforms and the proliferation of mobile devices generally do not increase, our business could be adversely affected.***

The number of people using mobile devices has increased significantly over time and we expect that this trend will continue. However, the mobile market, particularly the market for mobile games, may not grow in the way we anticipate. Approximately 72% of our revenue for the year ended December 31, 2020 and 68% for the year ended December 31, 2019 was attributable to mobile device use. If the mobile devices on which our games are available decline in popularity or become obsolete faster than anticipated, we could experience a decline in revenue and may not achieve the anticipated return on our development efforts. Any such decline in the growth of the mobile market or in the use of mobile devices for games could harm our business, financial condition, or results of operations.



***We operate in a highly competitive industry, and our success depends on our ability to effectively compete.***

Online gaming is a rapidly evolving industry with low barriers to entry. Businesses can easily launch online or mobile platforms and applications at nominal cost by using commercially available software or partnering with various established companies in these markets, but may not offer the same level of sophistication or capabilities as our games. The market for our games is also characterized by rapid technological developments, frequent launches of new games and content, changes in player needs and behavior, disruption by innovative entrants, and evolving business models and industry standards. As a result, our industry is constantly changing games and business models in order to adopt and optimize new technologies, increase cost efficiency, and adapt to player preferences.

We face competition for leisure time and discretionary spending of our players. Other forms of leisure activities, such as offline, traditional online, personal computer and console games, television, movies, sports, and the internet, offer much larger and more well-established options for consumers. Consumer tastes and preferences for leisure activities are also subject to sudden or unpredictable change due to new innovations. If consumers do not find our games to be compelling or if other existing or new leisure activities are perceived by our players to offer greater variety, affordability, interactivity, and overall enjoyment, our business could be materially and adversely affected.

We also compete with online gaming companies, including those that offer social casino games such as Playtika, Zynga, SciPlay, Aristocrat, and others, and some of these companies have a base of existing players that is larger than ours. In addition, our controlling shareholder, DoubleU Games, also creates and markets online games and represents a potential source of competition for talent, content development, and players. The interests of DoubleU Games may, from time to time, conflict or compete with our interests. Some of our current and potential competitors, including DoubleU Games, enjoy substantial competitive advantages, such as greater financial, technical, and other resources and, in some cases, the ability to rapidly combine online platforms with traditional staffing solutions. These companies may use these advantages to develop different platforms and services to compete with our games, spend more on advertising and marketing, invest more in research and development or respond more quickly and effectively than we do to new or changing opportunities, technologies, standards, regulatory conditions, or player preferences or requirements. If we are not able to respond to and manage competitive pressure on our business effectively, it could adversely impact our results of operations, cash flows, and financial condition.

***If we do not successfully invest in, establish and maintain awareness of our games, if we incur excessive expenses promoting and maintaining our games, or if our games contain defects or objectionable content, our business, financial condition, results of operations, or reputation could be harmed.***

We believe that establishing and maintaining our awareness of our games is critical to developing and maintaining favorable relationships with players, platform providers, advertisers, and content licensors, as well as competing for key management and technical talent. Increasing awareness and recognition of our games is particularly important in connection with our strategic focus on developing games based on our own intellectual property and successfully cross-promoting our games. In addition, globalizing and extending awareness and recognition of our games require significant investment and extensive management time to execute successfully. Although we make significant sales and marketing expenditures in connection with the launch of our games, these efforts may not succeed in increasing awareness of our existing or new games. In addition, if a game contains objectionable content or the messaging functionality of our games is abused, our reputation could be damaged. Despite reasonable precautions, some consumers may be offended by certain of our game content or by treatment of other players. If consumers believe that a game we published contains objectionable content, consumers could refuse to play it and could pressure the platform providers to remove the game from their platforms. Further, if we fail to increase and maintain awareness and consumer recognition of our games, our potential revenues could be limited, our costs could increase, and our business, financial condition, results of operations, or reputation could suffer.

***Our applications enable us to track certain performance metrics with internal and third-party tools and we do not independently verify such metrics. Certain of our performance metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and adversely affect our business.***

We track certain performance metrics, including the number of active and paying players of our games. Our all-in-one app strategy, in particular, provides us with large amounts of data on users and participation rates, among other things. Our performance metrics tools have a number of limitations and our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our metrics, including the metrics we report. If the internal or third-party tools we use to track these metrics undercount or overcount performance or contain algorithm or other technical errors, the data we report may not be accurate. In addition, limitations or errors with respect to how we measure data (or the data that we measure) may affect our understanding of certain details of our business, which could affect our longer-term strategies.

Furthermore, our performance metrics may be perceived as unreliable or inaccurate by players, analysts, or business partners. If our performance metrics are not accurate representations of our business, player base, or traffic levels, if we discover material inaccuracies in our metrics, or if the metrics do not provide an accurate measurement of our business, our reputation may be harmed and our business, prospects, financial condition, and results of operations could be materially and adversely affected.

***We rely on information technology and other systems, and any failures in our systems or errors, defects, or disruptions in our games could diminish our reputation, subject us to liability, disrupt our business, and adversely impact our results.***

We rely on information technology systems that are important to the operation of our business, some of which are managed by third parties. These third parties are typically under no obligation to renew agreements and there is no guarantee that we will be able to renew these agreements on commercially reasonable terms, or at all. These systems are used to process, transmit, and store electronic information, to manage and support our business operations, and to maintain internal control over our financial reporting. In addition, we collect and store certain data, including proprietary business information, and may have access to confidential or personal information in certain of our businesses that is subject to privacy and security laws, and regulations. We could encounter difficulties in developing new systems, maintaining and upgrading current systems, and preventing security breaches. Among other things, our systems are susceptible to damage, outages, disruptions, or shutdowns due to fire, floods, power loss, break-ins, cyber-attacks, network penetration, denial of service attacks, and similar events. Any failures in our computer systems or telecommunications services could affect our ability to operate our games or otherwise conduct business.

Portions of our information technology infrastructure, including those operated by third parties, may experience interruptions, delays or cessations of service or produce errors in connection with systems integration or migration work that takes place from time to time. We may not be successful in implementing new systems and transitioning data, which could cause business disruptions and be more expensive, time-consuming, disruptive, and resource-intensive. We have no control over third parties that provide services to us and those parties could suffer problems or make decisions adverse to our business. We have contingency plans in place to prevent or mitigate the impact of these events. However, such disruptions could materially and adversely impact our ability to deliver games to players and interrupt other processes. If our information systems do not allow us to transmit accurate information, even for a short period of time, to key decision-makers, the ability to manage our business could be disrupted and our results of operations, cash flows, and financial condition could be materially and adversely affected. Failure to properly or adequately address these issues could impact our ability to perform necessary business operations, which could materially and adversely affect our reputation, competitive position, results of operations, cash flows, and financial condition.

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Substantially all of our games rely on data transferred over the internet, including wireless internet. Access to the internet in a timely fashion is necessary to provide a satisfactory player experience to the players of our games. Third parties, such as telecommunications companies, could prevent access to the internet or limit the speed of our data transmissions, with or without reason, causing an adverse impact on our player experience that may materially and adversely affect our reputation, competitive position, results of operations, cash flows, and financial condition. In addition, telecommunications companies may implement certain measures, such as increased cost or restrictions based on the type or amount of data transmitted, that would impact consumers' ability to access our games, which could materially and adversely affect our reputation, competitive position, results of operations, cash flows, and financial condition. Furthermore, internet penetration may be adversely affected by difficult global economic conditions or the cancellation of government programs to expand broadband access.

***Our games and other software applications and systems, and the third-party platforms upon which they are made available, could contain undetected errors.***

Our games and other software applications and systems, as well as the third-party platforms upon which they are made available, could contain undetected errors, bugs, flaws, corrupted data, defects, and other vulnerabilities that could adversely affect the performance of our games. For example, these errors could prevent the player from making in-app purchases of virtual chips, which could harm our operating results. They could also harm the overall game-playing experience for our players, which could cause players to reduce their playing time or in game purchases, discontinue playing our games altogether, or not recommend our games to other players. Such errors could also result in our games being non-compliant with applicable laws or create legal liability for us.

Some of these errors may only become apparent after a game is launched, particularly as we often launch new content and release new features to existing games under tight time constraints. Any such errors may be exploited by cheating programs and other forms of misappropriation, disrupt our operations, adversely affect the gaming experience of our players, harm our reputation, cause our players to stop playing our games, divert our resources, and delay market acceptance of our games, any of which could result in legal liability to us or harm our business, financial condition, or results of operations.

***We may use open source software in a manner that could be harmful to our business.***

We use open source software in connection with our technology and games on a limited basis. The original developers of the open source code provide no warranties on such code. Moreover, some open source software licenses require players who distribute open source software as part of their proprietary software to publicly disclose all or part of the source code to such software and/or make available any derivative works of the open source code on unfavorable terms or at no cost. We try to use open source software in a manner that will not require the disclosure of the source code to our proprietary software or prevent us from charging fees to our players for use of our proprietary software. However, we cannot guarantee that these efforts will be successful, and thus, there is a risk that the use of such open source code may ultimately preclude us from charging fees for the use of certain software, require us to replace certain code used in our games, pay a royalty to use some open source code, make the source code of our games publicly available, or discontinue certain games. Our results of operations, cash flows, and financial condition could be adversely affected by any of the above requirements.

***Our inability to complete potential acquisition opportunities and integrate those businesses successfully could limit our growth or disrupt our plans and operations.***

In the future, we may pursue additional strategic acquisitions to further expand our operations. Our ability to succeed in implementing our strategy will depend to some degree upon our ability to identify and complete commercially viable acquisitions. We cannot assure that acquisition opportunities will be available on

acceptable terms, or at all, or that we will be able to obtain necessary financing or regulatory approvals to complete potential acquisitions.

We may not be able to successfully integrate any businesses that we acquire or do so within the intended timeframes. We could face significant challenges in managing and integrating our acquisitions and our combined operations, including acquired assets, operations, and personnel. In addition, the expected cost synergies associated with such acquisitions may not be fully realized in the anticipated amounts or within the contemplated timeframes or cost expectations, which could result in increased costs and have an adverse effect on our prospects, results of operations, cash flows, and financial condition.

***Our business may be adversely impacted by reductions in discretionary consumer spending as a result of downturns in the economy, global pandemics, or other factors beyond our control.***

Consumer demand for entertainment and social casino games, such as ours, is sensitive to downturns in the economy and the corresponding impact on discretionary spending on leisure activities. Changes in discretionary consumer spending or consumer preferences brought about by factors such as perceived or actual general economic conditions, effects of declines in consumer confidence in the economy, public health concerns or pandemics, such as the COVID-19 coronavirus, the impact of high energy and food costs, the increased cost of travel, decreased disposable consumer income and wealth, political and regulatory uncertainty, or fears of war and future acts of terrorism could further reduce customer demand for the games that we offer and the amounts, if any, our players are willing to spend. These factors could impose practical limits on pricing and negatively impact our results of operations and financial condition.

With respect to COVID-19, we have followed guidance by the Korean government and the state government in Washington to protect our employees and our operations during the pandemic and have effectively implemented a remote environment for our business. To date, we have not incurred any interruptions in operations. We continuously monitor performance and other industry reports to assess the risk of future negative impacts should the disruption of the economy progress.

The online gaming industry, in particular, has been identified in industry and media reports, such as *Eilers & Krejcik* and *AppsFlyer*, as an unintended beneficiary of this pandemic as people are quarantined in their homes, and we are not an exception to this benefit. Our monthly revenue benefited from the effects of the pandemic, particularly in those months when stay-at-home orders and quarantines were broadly imposed across the United States. However, we expect such benefit to decrease as vaccinations become more widely available and restrictions are eased. Consequently, any change resulting in a diversion of player discretionary income to other uses, including for essential items, could adversely impact our cash flows, operating results, and financial condition. See “Management’s discussion and analysis of financial condition and results of operations—Recent developments.”

***We rely on skilled employees with creative and technical backgrounds.***

We rely on our highly skilled, technically trained, and creative employees to develop new technologies and create innovative games. Such employees, particularly game designers, engineers, and project managers with desirable skill sets are in high demand, and we devote significant resources to identifying, hiring, training, successfully integrating, and retaining these individuals. A lack of skilled technical workers could delay or negatively impact our business plans, ability to compete, results of operations, cash flows, and financial condition.

***Our results of operations, cash flows, and financial condition could be affected by natural events in the locations in which we or our key platform providers or content suppliers operate.***

We may be impacted by severe weather and other geological events, including hurricanes, earthquakes, floods or tsunamis that could disrupt our operations or the operations of our key platform providers or content

suppliers. Natural disasters or other disruptions at any of our facilities, those of our key providers, such as Apple, Google, Facebook, and Amazon, or those of our content suppliers, may impair the operation, development or provision of our games. While we insure against certain business interruption risks, we cannot assure that such insurance will compensate us for any losses incurred as a result of natural or other disasters. Any serious disruption to our operations, or those of our key providers or suppliers could have a material adverse effect on our results of operations, cash flows, and financial condition.

***Our results of operations fluctuate due to seasonality and other factors and, therefore, our periodic operating results are not guarantees of future performance.***

Our results of operations can fluctuate due to seasonal trends and other factors. Player activity is generally slower in the second and third quarters of the year, particularly during the summer months. Certain other seasonal trends and factors that may cause our results to fluctuate include:

- holiday and vacation seasons;
- climate and weather conditions that could cause players to pursue other activities;
- economic and political conditions; and
- the timing of the release of new games or refreshed content, including those of our competitors.

Consequently, results for any quarter are not necessarily indicative of the results that may be achieved in another quarter or for the full fiscal year. We cannot assure that the seasonal trends and other factors that have impacted our historical results will repeat in future periods as we do not have the ability to influence these factors.

***We are subject to a variety of laws worldwide, many of which are still untested and still developing and which could subject us to further extensive governmental regulation, claims, or otherwise, as well as federal, state, and local laws affecting business in general, which may harm or restrict our business.***

We are subject to a variety of laws in the United States, Korea, and other jurisdictions, including laws regarding consumer protection, intellectual property, virtual items and currency, export, and national security, all of which are continuously evolving and developing. The scope and interpretation of the laws that are or may be applicable to us are often uncertain and may be conflicting, particularly laws outside of Korea and the United States. It is also likely that as our business grows and evolves and our games are played in larger volume in a greater number of countries, we will become subject to laws and regulations in additional jurisdictions. If we are not able to comply with these laws or regulations or if we become liable under these laws or regulations, we could be directly harmed, and we may be forced to implement new measures to reduce our exposure to this liability. This may require us to expend substantial resources, modify our games, or block users from a particular jurisdiction, each of which would harm our business, financial condition, and results of operations. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could harm our business and operating results.

It is possible that a number of laws and regulations may be adopted or construed to apply to us in the United States, Korea, and elsewhere that could restrict the online and mobile industries, including player privacy, advertising, taxation, gaming, copyright, distribution, and antitrust. Our ability to access potentially key markets in the future, such as Korea and China, which currently restrict or otherwise limit entry for social casino gaming companies, will be dependent in part upon changes to the current legal and regulatory environment.

Furthermore, the growth and development of electronic commerce, social gaming, and virtual items and currency may lead to more stringent consumer protection laws that may impose additional burdens on or

limitations on operations of companies such as ours conducting business through the internet and mobile devices. If scrutiny and regulation of our industry increases, we will be required to devote additional legal and other resources to addressing such regulation. Such new compliance costs or jurisdictional restrictions on our ability to offer online games could have a material adverse effect on our business, financial condition, and operating results. See “Our business—Regulation of the industry.”

***Changes in tax laws or tax rulings, or the examination of our tax positions, could materially affect our financial condition and results of operations.***

Tax laws are dynamic and subject to change as new laws are passed and new interpretations of the law are issued or applied. In 2017, the United States enacted comprehensive tax legislation that includes significant changes to the taxation of business entities. These changes include, among others: (i) a permanent reduction to the corporate income tax rate, (ii) a partial limitation on the deductibility of business interest expense, (iii) a shift of the U.S. taxation of multinational corporations from a tax on worldwide income to a territorial system (along with certain rules designed to prevent erosion of the U.S. income tax base), and (iv) a one-time tax on accumulated offshore earnings held in cash and cash equivalents and illiquid assets, with the latter taxed at a lower rate. Because these tax law changes are relatively new, we are still evaluating the impact that they may have on our business and results of operations in the future. Although at this time we do not expect that the changes will have an overall significant adverse impact on our business and financial condition, we cannot assure you that our business and results of operations will not be adversely affected by these or other changes to tax laws.

Our existing corporate structure and intercompany arrangements have been implemented in a manner we believe is in compliance with current prevailing tax laws and related regulatory guidance. However, the tax benefits that we intend to eventually derive could be undermined due to changing tax laws. In addition, the taxing authorities in Korea and the United States regularly examine income and other tax returns and we expect that they may examine our income and other tax returns. The ultimate outcome of these examinations cannot be predicted with certainty.

***There can be no assurance that we will not be classified as a passive foreign investment company, which could result in adverse U.S. federal income tax consequences to United States Holders of our ordinary shares.***

A non-U.S. corporation is classified as a passive foreign investment company (“PFIC”) for any taxable year in which, after applying relevant look-through rules with respect to the income and assets of its subsidiaries, either: (i) 50% or more of the value of the corporation’s assets either produce passive income or are held for the production of passive income, based on the quarterly average of the fair market value of such assets; or (ii) at least 75% of the corporation’s gross income is passive income. For purposes of the asset test, any cash and cash equivalents (such as bank deposits) will count as passive assets, and goodwill should be treated as an active asset to the extent that it is associated with activities that produce or are intended to produce active income. “Passive income” generally includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions.

Based upon our current and projected income and assets and the valuation of our assets, including goodwill, we do not expect to be a PFIC for our current taxable year or the foreseeable future. However, the determination of whether any corporation was, or will be, a PFIC for a taxable year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, because the determination of whether a corporation will be a PFIC for any taxable year can only be made after the close of such taxable year, there can be no assurance that we will not be a PFIC for our current taxable year or any future taxable year. Furthermore, because we have valued our goodwill based on the expected market price of the ADSs in this offering, a decrease in the market price of our ADSs may also cause us to be classified as a PFIC for the current or any future taxable year.

If we are a PFIC for any year during which you hold the common shares or ADSs, then U.S. investors could be subject to adverse U.S. federal income tax consequences (regardless of whether we continue to be a PFIC), including increased tax liability on disposition gains and certain “excess distributions” and additional reporting requirements. See “U.S. federal income tax considerations for U.S. holders— Passive foreign investment company considerations” for further information. U.S. investors should consult their tax advisers regarding our PFIC status for any taxable year and the potential application of the PFIC rules to an investment in our common shares or ADSs, including the availability and the advisability of making certain elections under the PFIC rules.

***We may be subject to additional tax liabilities in connection with our operations or due to future legislation, which may include a “global minimum tax,” each of which could materially impact our financial position and results of operation.***

We are subject to federal and state income, sales, use, value added, and other taxes in Korea, the United States and other countries in which we conduct business and such laws and rates vary by jurisdictions. In recent years, non-U.S. jurisdictions have imposed or proposed digital services taxes, including in connection with the Organisation for Economic Co-Operation and Development’s (OECD) Base Erosion and Profit Shifting (BEPS) Project. In addition, there is growing international support for a so-called “global minimum tax” applicable to certain companies that, if enacted, could apply to us. These taxes, whether imposed unilaterally by non-U.S. jurisdictions or in response to multilateral measures (e.g., the BEPS Project), could result in taxation of companies that have customers in a particular jurisdiction but do not operate there through a permanent establishment. Changes to tax law or administration such as these, whether at the state level or the international level, could increase our tax administrative costs and tax risk, and negatively affect our overall business, results of operations, financial condition and cash flows. We are currently unable to predict whether such changes will occur and, if so, the ultimate impact on our business.

***Our insurance may not provide adequate levels of coverage against claims.***

We believe that we maintain insurance customary for businesses of our size and type. However, there are types of losses we may incur that cannot be insured against or that we believe are not economically reasonable to insure. Moreover, any loss incurred could exceed policy limits and policy payments made to us may not be made on a timely basis. Such losses could adversely affect our business prospects, results of operations, cash flows and financial condition.

***There are material limitations with making estimates of our results for current periods prior to the completion of our and our auditors’ normal review procedures for such periods.***

The estimated results contained in “Prospectus Summary—Recent Developments” are not a comprehensive statement of our unaudited financial results for the three months ended June 30, 2021, and have not been reviewed or audited by our independent registered public accounting firm. Our unaudited consolidated financial statements for the three months ended June 30, 2021 will not be available until after this offering is completed and, consequently, will not be available to you prior to investing in this offering. The final unaudited financial results for the three months ended June 30, 2021, may vary from our expectations and may be materially different from the preliminary financial estimates we have provided in this prospectus due to completion of quarterly closing procedures, final adjustments, and other developments that may arise between now, the end of such quarterly period, and the time the financial results for this period are finalized. Accordingly, investors should not place undue reliance on such preliminary financial information.

## Risks related to doing business in Korea

### ***Escalations in tensions with North Korea could have a material adverse effect on our business, prospects, financial condition, and results of operations, and the market value of our ADSs.***

We are incorporated in Korea and certain of our operations are located in Korea. As a result, we are subject to geopolitical uncertainties and risks involving Korea and North Korea.

Relations between Korea and North Korea have been tense throughout Korea's modern history. The level of tension between the two Koreas has fluctuated over the years and may increase or change abruptly as a result of current and future events. In particular, there have been heightened security concerns in recent years stemming from North Korea's nuclear weapons and ballistic missile programs as well as its hostile military actions against Korea. For example, North Korea renounced its obligations under the Nuclear Non-Proliferation Treaty in January 2003 and has conducted several rounds of nuclear tests since October 2006, including claimed detonations of hydrogen bombs, which are more powerful than plutonium bombs, and warheads that can be mounted on ballistic missiles. Over the years, North Korea has also conducted a series of ballistic missile tests, including missiles launched from submarines and intercontinental ballistic missiles that it claims can reach the United States mainland. In response, the Korean government has repeatedly condemned the provocations and flagrant violations of relevant United Nations Security Council resolutions. In February 2016, the Korean government also closed the inter-Korea Gaesong Industrial Complex in response to North Korea's fourth nuclear test in January 2016. Internationally, the United Nations Security Council has passed a series of resolutions condemning North Korea's actions and significantly expanding the scope of sanctions applicable to North Korea, most recently in December 2017 in response to North Korea's intercontinental ballistic missile test in November 2017. Over the years, the United States and the European Union have also expanded their sanctions applicable to North Korea.

North Korea's economy also faces severe challenges, which may further aggravate social and political pressures within North Korea. In recent years, a series of bilateral summit meetings were held between Korea and North Korea in April, May, and September 2018 and between the United States and North Korea in June 2018 and February and June 2019. The United States-North Korea meeting in February 2019 ended abruptly and without an agreement after the United States refused to lift sanctions until North Korea relinquished all of its nuclear weapons. In June 2019, the United States and North Korea had another one-day summit at the Korean Demilitarized Zone, following which both sides announced a resumption of denuclearization talks. However, North Korea has since resumed its missile testing, heightening tensions, and the outlook of such discussions remains uncertain.

Further tensions in North Korean relations may develop due to events such as North Korea's leadership crisis, breakdown in high-level inter-Korea contacts, or any military hostilities. Alternatively, tensions may be resolved through reconciliatory efforts, which include peace talks, alleviation of sanctions, or reunification. There can be no assurance that future negotiations will result in a final agreement on North Korea's nuclear program, including critical details such as implementation and timing, or that the level of tensions between Korea and North Korea will not escalate. Any increase in tensions, an outbreak in military hostilities or other actions or occurrences, could have a material adverse effect on the Korean economy and on our business, prospects, financial condition, and results of operations and could lead to a decline in the market value of our ADSs.

### ***It may not be possible for investors to enforce U.S. judgments against us.***

Our headquarters facility is located in Seoul, Korea. In addition, two of our directors are non-residents of the United States, and all or a substantial portion of the assets of these non-residents are located outside the United States. As a result, it may be difficult for U.S. investors to serve process within the United States upon us (other than our subsidiaries) or our directors and officers or to enforce a judgment against us for civil liabilities in U.S. courts. In addition, you should not assume that courts in Korea (i) would enforce judgments of U.S. courts obtained in actions against us or our subsidiaries based upon the civil liability provisions of applicable



U.S. federal and state securities laws or (ii) would enforce, in original actions, liabilities against us or our subsidiaries based on those laws.

## **Risks related to our relationship with DoubleU Games**

***As a foreign private issuer, we intend to follow “home country” practice even though we may be considered a “controlled company” under NASDAQ corporate governance rules since DoubleU Games will continue to be our majority shareholder after the offering and will have voting control over key decisions affecting our Company and our shareholders.***

After the consummation of the offering, DoubleU Games will hold approximately 60.5% of our shares, and approximately 67.0% of our shares, if STIC sells to DoubleU Games all of the common shares under the DUG Private Purchase Agreement. See “Certain relationships and related party transactions—Joint Investment Agreement.” We have not entered into any voting agreement with DoubleU Games with respect to its voting of our shares in the future. Consequently, DoubleU Games, as our major shareholder, will be able to exercise voting control over most decisions upon which shareholders are entitled to vote.

As a result, we will be a “controlled company” within the meaning of the NASDAQ corporate governance rules. Under the NASDAQ rules, a company of which more than 50% of the voting power is held by an individual, group, or another company, is a “controlled company” and may elect not to comply with certain NASDAQ corporate governance standards, including the requirements that:

- a majority of its board of directors consist of independent directors;
- its director nominations be made, or recommended to the full board of directors, by its independent directors or by a nominations committee that is comprised entirely of independent directors and that it adopt a written charter or board resolution addressing the nominations process; and
- it has a compensation committee that is composed entirely of independent directors with a written charter addressing the committee's purpose and responsibilities.

However, as a “foreign private issuer,” NASDAQ corporate governance rules allow us to follow our “home country,” Korea, rules and practice with respect to appointments to our board of directors and committees. We intend to follow home country practice as permitted by NASDAQ rather than rely on the “controlled company” exception to the corporate governance rules. Two members of our board of directors are considered “independent” under NASDAQ corporate governance rules, although we do intend to phase-in an additional independent director for our Audit Committee as permitted by NASDAQ.

The interests of DoubleU Games may differ significantly from those of our Board and our other shareholders. As a result, decisions by DoubleU Games could materially affect our continuing activities, including the sale of our Company to a third party or the ability of our shareholders to obtain a premium on any such sale or on a sale by DoubleU Games of all or part of its shareholding.

***Our relationship with DoubleU Games could create potential conflicts of interest in management decisions, which could adversely impact our shareholders.***

Although we have substantial contractual arrangements with our controlling shareholder, DoubleU Games, no person is serving concurrently as a director of both companies. Consequently, we have not entered into any agreement intended to govern any conflicts of interest between the two companies. However, under the Korean Commercial Code, or KCC, if a company, such as DDI, intends to enter into any arrangement with any of its major shareholders, such as DUG, such company is required to disclose the intended arrangement to its board of directors and obtain a resolution from the board approving such arrangement. Such approval requires the consent of not less than two-

thirds of the board members. Under the KCC, a person would constitute a company's major shareholder if such person holds 10% or more of equity interests in such company (without taking into account any non-voting shares issued by the company) or makes *de facto* influence on such company's key managerial decisions (such as appointment and removal of directors and statutory auditors). Accordingly, in order for the Company and DUG to enter into any arrangement, the Company must seek and obtain a resolution from its board of directors approving the intended arrangement. Given the current board structure, the Company's board resolution would be adopted independently from DUG. To date, the Company and DUG have entered into certain license agreements and loan agreements, all of which have been approved by the Company's board in accordance with the KCC.

Further, unlike U.S. corporate law, Korean law does not recognize the concept of the controlling shareholder's fiduciary duty to a company or any of such company's minority shareholders. Under the KCC, only such company's directors owe a fiduciary duty to the company. However, to the extent such controlling shareholder provides any instruction to a director of such company and any action or inaction taken by such director based on such instruction is found to be in violation of law, such action or inaction taken by the director may be regarded as that taken by such controlling shareholder. In such a case, the controlling shareholder would be required to indemnify the company for any loss incurred as a result of such action or inaction.

***We are subject to certain loan agreements with DoubleU Games that could impede our available working capital and adversely impact our business operations and growth strategy.***

We entered into several loans with DoubleU Games as our lender in 2018 and 2019, and the aggregate principal amount of such outstanding loans, as of March 31, 2021, was KRW50 billion (US\$44.1 million). These loans mature in 2024, subject to certain prepayment rights. Each loan has a fixed interest rate of 4.60% per annum, with a default interest rate of an additional 5.0% per annum. Interest accrues quarterly, commencing as of May 2019, and is due and payable in full upon maturity. Further, if we are unable to repay the loans at maturity in 2024, we may not be able to continue our operations if we are unable to secure additional financing or otherwise restructure the loans. Although these loans are unsecured, we could nonetheless be forced by DoubleU Games to liquidate our operations and dissolve. See "Management's discussion and analysis of financial condition and results of operations—Liquidity and capital resources—Short-term and long-term borrowings."

***A significant portion of our intellectual property portfolio is subject to license agreements with DoubleU Games and our operations could be adversely affected by the amount of royalty payments we are required to make under the agreements.***

We are subject to a number of licensing and research and development agreements with DoubleU Games. Prior to the consummation of the offering, DoubleU Games controlled approximately 67.7% of our shares and, following the consummation of the offering, will control approximately 60.5% (or approximately 67.0% if STIC sells to DoubleU Games all of the common shares under the DUG Private Purchase Agreement). See "Certain Relationships and Related party Transactions—Joint Investment Agreement". DoubleU Games has granted us exclusive rights during the term of the agreements for development and distribution of social casino game titles and sequels in social online gaming. As of March 31, 2021, we license approximately 35 slot gaming intellectual property rights from DoubleU Games that are actively offered to end users through our games. We are obligated to pay royalties and license fees to DoubleU Games in connection with these rights. The agreement remains in effect until either DUG no longer holds an interest, directly or indirectly, in DDI, or DDI no longer holds an interest, directly or indirectly, in DDI-US. In such event, the agreement provides that the parties will mutually renegotiate the terms of the agreement. If the parties decide to terminate, it could materially adversely affect our ability to continue to use and exploit these rights and the associated gaming content we distribute through our channels. In such event, our business operations, including our revenues and profitability, could be materially harmed unless and until we are able to create or acquire new revenue streams

of comparable financial impact. In addition, our reputation would suffer from the loss of this content and we could lose all or a substantial portion of our players for an indefinite period.

## **Risks related to this offering and ownership of our common shares and ADSs**

***We are an “emerging growth company” and, as a result of the reduced disclosure and governance requirements applicable to emerging growth companies, our common shares and ADSs may be less attractive to investors.***

We are an “emerging growth company,” as defined in the JOBS Act, and we are eligible to take advantage of certain exemptions from various reporting requirements applicable to other public companies but not to emerging growth companies, including, but not limited to, a requirement to present only two years of audited financial statements in the registration statement for the emerging growth company’s initial public offering of common equity securities, an exemption from the auditor attestation requirement of Section 404 of the Sarbanes-Oxley Act, reduced disclosure about executive compensation arrangements pursuant to the rules applicable to smaller reporting companies, no requirement to seek non-binding advisory votes on executive compensation or golden parachute arrangements, and not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding a supplement to the auditor’s report providing additional information about the audit and the financial statements. We have elected to adopt these reduced disclosure requirements.

Section 102(b)(1) of the JOBS Act exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a registration statement declared effective under the Securities Act of 1933, as amended (the “Securities Act”) or do not have a class of securities registered under the Securities Exchange Act of 1934, as amended (which we refer to as the “Exchange Act”)) are required to comply with the new or revised financial accounting standards. In addition, Section 107 of the JOBS Act provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised financial accounting standards. An emerging growth company can, therefore, delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(2) of the JOBS Act. This election allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As a result, our financial statements may not be comparable to companies that comply with public company effective dates.

We would cease to be an “emerging growth company” upon the earliest of (i) the last day of the fiscal year following the fifth anniversary of this offering, (ii) the last day of the fiscal year during which our annual gross revenues are \$1.07 billion or more, (iii) the date on which we have, during the previous three-year period, issued more than \$1.0 billion in non-convertible debt securities, or (iv) as of the end of any fiscal year in which the market value of our common shares held by non-affiliates exceeded \$700 million as of the end of the second quarter of that fiscal year (and we have been a public reporting company for at least 12 months and have filed at least one annual report on Form 20-F).

We cannot predict if investors will find our ADSs less attractive as a result of our taking advantage of these exemptions. If some investors find our ADSs less attractive as a result of our choices, there may be a less active trading market for our ADSs and our stock price may be more volatile.

***As a “foreign private issuer” we are permitted, and intend, to follow certain home country corporate governance and other practices instead of otherwise applicable SEC and stock exchange requirements, which may result in less protection than is accorded to investors under rules applicable to domestic U.S. issuers.***

Our status as a foreign private issuer exempts us from compliance with certain SEC laws and regulations and certain regulations of NASDAQ, including certain governance requirements such as independent director oversight of the nomination of directors and executive compensation. Two members of our board of directors are considered “independent” under NASDAQ corporate governance rules, although we do intend to phase-in an additional independent director for our Audit Committee as permitted by NASDAQ. In addition, we are not required under the Exchange Act to file current reports and financial statements with the SEC as frequently or as promptly as U.S. domestic companies whose securities are registered under the Exchange Act and we are generally exempt from filing quarterly reports with the SEC. Also, we are not required to provide the same executive compensation disclosures regarding the annual compensation of our five most highly compensated senior executives on an individual basis as are required of U.S. domestic issuers. As a foreign private issuer, we are permitted to disclose executive compensation on an aggregate basis and need not supply a Compensation Discussion & Analysis, as is required for domestic companies. Furthermore, as a foreign private issuer, we are also not subject to the requirements of Regulation FD (Fair Disclosure) promulgated under the Exchange Act.

***The requirements of being a public reporting company require significant resources and management attention and affect our ability to attract and retain executive management and qualified board members.***

As a public reporting company, we incur legal, accounting, and other expenses that we did not previously incur as a private company. We are subject to the Exchange Act, including the reporting requirements thereunder, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the NASDAQ rules, and other applicable securities rules and regulations. Compliance with these rules and regulations has increased our legal and financial compliance costs, make some activities more difficult, time-consuming or costly, and increase demand on our systems and resources, particularly after we are no longer an “emerging growth company.” Further, these rules and regulations may make it more difficult and more expensive for us to obtain directors’ and officers’ liability insurance, which could make it more difficult for us to attract and retain qualified members of our board of directors.

Pursuant to Section 404 of the Sarbanes-Oxley Act, once we are no longer an emerging growth company, we may be required to furnish an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. When our independent registered public accounting firm is required to undertake an assessment of our internal control over financial reporting, the cost of complying with Section 404 of the Sarbanes-Oxley Act will significantly increase, and management’s attention may be diverted from other business concerns, which could adversely affect our business and results of operations. We may need to hire more employees in the future or engage outside consultants to comply with the requirements of Section 404 of the Sarbanes-Oxley Act, which will further increase our cost and expense. In addition, enhanced legal and regulatory regimes and heightened standards relating to corporate governance and disclosure for public companies result in increased legal and financial compliance costs and make some activities more time-consuming.

As a result of disclosure of information in this prospectus and in filings required of a public reporting company, our business and financial condition has become more visible, which may result in threatened or actual litigation, including by competitors and other third parties. If such claims are successful, our business and operating results could be adversely affected, and even if the claims do not result in litigation or are resolved in our favor, these claims, and the time and resources necessary to resolve them, could divert the resources of our management and adversely affect our business and operating results.

***If we fail to put in place appropriate and effective internal control over financial reporting and disclosure controls and procedures, we may suffer harm to our reputation and investor confidence level.***

We are in the early stages of the process of designing, implementing, and testing our internal control over financial reporting, which process is time consuming, costly, and complex. If we fail to implement the requirements of Section 404(b) of the Sarbanes-Oxley Act in the required timeframe once we are no longer an emerging growth company, we may be subject to sanctions or investigations by regulatory authorities, including the SEC and NASDAQ. Furthermore, if we are unable to conclude that our internal control over financial reporting is effective, we could lose investor confidence in the accuracy and completeness of our financial reports, the market price of our ADSs could decline, and we could be subject to sanctions or investigations by regulatory authorities. Failure to implement or maintain effective internal control over financial reporting and disclosure controls and procedures required of public companies could also restrict our future access to the capital markets.

***An active trading market for our ADSs may not develop or be sustained.***

Prior to the completion of this offering, there has been no public market for our common shares or our ADSs. Although our ADSs have been approved for listing on the NASDAQ Stock Market under the symbol “DDI,” an active trading market for our ADSs may never develop or be sustained following this offering. If an active trading market does not develop or is not sustained, you may have difficulty selling your ADSs at an attractive price, or at all. An inactive market may also impair our ability to raise capital by selling our common shares or ADSs, and it may impair our ability to attract and motivate our employees through equity incentive awards and our ability to acquire other companies, products or technologies by using our common shares or ADSs as consideration.

***The price of our ADSs may fluctuate substantially.***

The price for our ADSs in this offering will be determined by us and the Sole Bookrunner, and it may not be indicative of prices that will prevail in the open market following this offering. You may not be able to sell your ADSs at or above the initial public offering price or at any other price or at the time that you would like to sell. You should consider an investment in our ADSs to be risky, and you should invest in our ADSs only if you can withstand a total loss and wide fluctuations in the market value of your investment. Some factors that may cause the market price of our ADSs to fluctuate, in addition to the other risks mentioned in this section of the prospectus, are:

- actual or anticipated fluctuations in our financial condition and operating results;
- our failure to develop and market new games;
- actual or anticipated changes in our growth rate relative to our competitors;
- competition from existing games or new games that may emerge;
- announcements by us, our collaborators, or our competitors of significant acquisitions, strategic partnerships, joint ventures, strategic alliances, or capital commitments;
- failure to meet or exceed financial estimates and projections of the investment community or that we provide to the public;
- issuance of new or updated research or reports by securities analysts;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- ADS price and volume fluctuations attributable to inconsistent trading volume levels of our ADSs;

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- additions or departures of key personnel;
- disputes or other developments related to proprietary rights;
- announcements relating to legal proceedings, including but not limited to any adverse outcome in the *Benson* lawsuit;
- announcement or expectation of additional equity or debt financing efforts;
- equity sales by us, our insiders or our other shareholders; and
- general economic and market conditions.

These and other market and industry factors may cause the market price and demand for our ADSs to fluctuate substantially, regardless of our actual operating performance, which may limit or prevent investors from readily selling their ADSs and may otherwise negatively affect the liquidity of our ADSs. In addition, the stock market has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies.

***If you purchase ADSs in this offering, you will experience immediate dilution.***

If you purchase ADSs in this offering, you will experience immediate dilution of \$16.71 per ADS in the net tangible book value of your ADSs after giving effect to the offering at an assumed initial public offering price of \$19.00 per ADS (which is the midpoint of the price range set forth on the cover page of this prospectus) because the price that you pay will be substantially greater than the net tangible book value per ADS that you acquire. For a further description of the dilution that you will experience immediately after this offering, see the section of this prospectus titled "Dilution."

***If securities or industry analysts do not publish research or publish inaccurate or unfavorable research about our business, the price of our ADSs and trading volume could decline.***

The trading market for our ADSs depends in part on the research and reports that securities or industry analysts publish about us or our business. If few or no securities or industry analysts cover us, the trading price for our ADSs would be negatively impacted. If one or more of the analysts who covers us downgrades our ADSs, publishes incorrect or unfavorable research about our business, ceases coverage of our Company, or fails to publish reports on us regularly, demand for our ADSs could decrease, which could cause the price of our ADSs or trading volume to decline.

***We do not currently intend to pay dividends on our common shares for the foreseeable future.***

We currently do not intend to pay any dividends to holders of our common shares for the foreseeable future. We currently intend to invest our future earnings, if any, to fund our growth. Any determination to pay dividends in the future will be at the discretion of our board of directors and subject to limitations under applicable law. Therefore, you are not likely to receive any dividends on your ADSs for the foreseeable future, and the success of an investment in our ADSs will depend upon any future appreciation in its value. Moreover, any ability to pay dividends will be restricted by the terms of the current term loan and may be restricted by the terms of any future credit agreement or any future debt or preferred equity securities of us or our subsidiaries. Consequently, investors may need to sell all or part of their holdings of our common shares after price appreciation, which may never occur, as the only way to realize any future gains on their investment. There is no guarantee that our ADSs will appreciate in value or even maintain the price at which our shareholders have purchased our ADSs. Investors seeking cash dividends should not purchase our ADSs.

***Holders of ADSs have fewer rights than shareholders under Korean law, and their voting rights are limited by the terms of the deposit agreement.***

The rights of shareholders under Korean law to take actions, including voting their shares, receiving dividends and distributions, bringing derivative actions, examining our accounting books and records, and exercising appraisal rights, are available only to shareholders of record. Because the depositary, through its custodian agents, is the record holder of our common shares underlying the ADSs, only the depositary can exercise those rights under Korean law in connection with the deposited shares. ADS holders will not be able to bring a derivative action, examine our accounting books and records, or exercise appraisal rights through the depositary.

Holders of ADSs may exercise their voting rights only in accordance with the provisions of the deposit agreement. Upon receipt of voting instructions from them in the manner set forth in the deposit agreement, the depositary will make efforts to vote the shares underlying the ADSs in accordance with the instructions of ADS holders. The depositary and its agents may not be able to send voting instructions to holders of ADSs or carry out their voting instructions in a timely manner. Furthermore, the depositary and its agents will not be responsible for any failure to carry out any instructions to vote, for the manner in which any vote is cast, or for the effect of any such vote. As a result, holders of ADSs may not be able to exercise their right to vote.

***If Korea experiences certain economic, political or other events, the government may restrict holders of our ADSs and the depositary from converting and remitting dividends and other amounts in U.S. dollars.***

Under the Korean Foreign Exchange Transaction Law, if the Korean government deems that certain emergency circumstances, including sudden fluctuations in interest rates or exchange rates, extreme difficulty in stabilizing the balance of payments or substantial disturbance in the Korean financial and capital markets, are likely to occur, it may impose any necessary restrictions as requiring Korean or foreign investors to obtain prior approval from the Minister of Economy and Finance of Korea for the acquisition of Korean securities or the repatriation of interest, dividends, or sales proceeds arising from disposition of such securities or other transactions involving foreign exchange.

***We may be subject to securities class actions, which may harm our business and operating results.***

Companies that have experienced volatility in the market price of their stock have been subject to securities class action litigation. We may be the target of this type of litigation in the future. Securities litigation against us could result in substantial costs and damages and divert management's attention from other business concerns, which could seriously harm our business, results of operations, financial condition, or cash flows.

We may also be called on to defend ourselves against lawsuits relating to our business operations and/or the industry in which we operate. Some of these claims may seek significant damage amounts due to the nature of our business. Due to the inherent uncertainties of litigation, we cannot accurately predict the ultimate outcome of any such proceedings. A future unfavorable outcome in a legal proceeding could have an adverse impact on our business, financial condition, and results of operations. In addition, current and future litigation, regardless of its merits, could result in substantial legal fees, settlement or judgment costs, and a diversion of management's attention and resources that are needed to successfully run our business.

***We may amend the deposit agreement without consent from holders of ADSs and, if such holders disagree with our amendments, their choices will be limited to selling the ADSs or withdrawing the underlying common shares.***

We may agree with the depositary to amend the deposit agreement without consent from holders of ADSs. If an amendment increases fees to be charged to ADS holders or prejudices a material right of ADS holders, it will not become effective until 30 days after the depositary notifies ADS holders of the amendment. At the time an amendment becomes effective, ADS holders are considered, by continuing to hold their ADSs, to have agreed to

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the amendment and to be bound by the amended deposit agreement. If holders of ADSs do not agree with an amendment to the deposit agreement, their choices will be limited to selling the ADSs or withdrawing the underlying common shares. No assurance can be given that a sale of ADSs could be made at a price satisfactory to the holder in such circumstances. See "Description of American Depositary Shares" for more information.

***The right of holders of ADSs to participate in any future rights offerings may be limited, which may cause dilution to their holdings and holders of ADSs may not receive cash dividends if it is impractical to make them available to them.***

We may, from time to time, distribute rights to our shareholders, including rights to acquire our securities. However, we cannot make any such rights available to our ADS holders in the United States unless we register such rights and the securities to which such rights relate under the Securities Act or an exemption from the registration requirements is available. In addition, the deposit agreement provides that the depository bank will not make rights available to ADS holders unless the distribution to ADS holders of both the rights and any related securities are either registered under the Securities Act or exempted from registration under the Securities Act. We are under no obligation to file a registration statement with respect to any such rights or securities or to endeavor to cause such a registration statement to be declared effective. Moreover, we may not be able to establish an exemption from registration under the Securities Act. Accordingly, you may be unable to participate in our rights offerings in the future and may experience dilution in your holdings.

The depository has agreed to pay ADS holders the cash dividends or other distributions it or the custodian receives on our common shares or other deposited securities after deducting its fees and expenses. However, because of these deductions, ADS holders may receive less, on a per share basis with respect to their ADS than they would if they owned the number of shares or other deposited securities directly. ADSs holders will receive these distributions in proportion to the number of common shares the ADSs represent. In addition, the depository may, at its discretion, decide that it is not lawful or practical to make a distribution available to any holders of ADSs. For example, the depository may determine that it is not practicable to distribute certain property through the mail or that the value of certain distributions may be less than the cost of mailing them. In these cases, the depository may decide not to distribute such property and ADS holders will not receive such distribution.

***Holders of ADSs may not receive distributions on our common shares or any value for them if it is illegal or impractical to make them available to such holders.***

The depository of our ADSs has agreed to pay holders of ADSs the cash dividends or other distributions it or the custodian for our ADSs receives on our common shares or other deposited securities after deducting its fees and expenses. Holders of ADSs will receive these distributions in proportion to the number of our common shares that such ADSs represent. However, the depository is not responsible for making such payments or distributions if it is unlawful or impractical to make a distribution available to any holders of ADSs. For example, it would be unlawful to make a distribution to a holder of ADSs if it consists of securities that require registration under the Securities Act, but that are not properly registered or distributed pursuant to an applicable exemption from registration. The depository is not responsible for making a distribution available to any holders of ADSs if any government approval or registration required for such distribution cannot be obtained after reasonable efforts made by the depository. We have no obligation to take any other action to permit distributions on our common shares to holders of ADSs. This means that holders of ADSs may not receive the distributions we make on our common shares if it is illegal or impractical to make them available to such holders. These restrictions may materially reduce the value of our ADSs.

***Holders of ADSs may be subject to limitations on transfer of their ADSs.***

ADSs are transferable on the books of the depository. However, the depository may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In



addition, the depositary may refuse to deliver, transfer, or register transfers of ADSs generally when our books or the books of the depositary are closed, or at any time if we or the depositary deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

***ADS holders may not be entitled to a jury trial with respect to claims arising under the deposit agreement, which could result in less favorable outcomes to the plaintiff(s) in any such action.***

The deposit agreement governing the ADSs representing our common shares provides that, to the fullest extent permitted by law, ADS holders waive the right to a jury trial for any claim they may have against us or the depositary arising out of or relating to our shares, the ADSs, or the deposit agreement, which may include any claim under the U.S. federal securities laws.

If we or the depositary were to oppose a jury trial based on this waiver, the court would have to determine whether the waiver was enforceable based on the facts and circumstances of the case in accordance with applicable state and federal law. To our knowledge, the enforceability of a contractual pre-dispute jury trial waiver in connection with claims arising under the federal securities laws has not been finally adjudicated by the United States Supreme Court. However, we believe that a contractual pre-dispute jury trial waiver provision is generally enforceable, including under the laws of the State of New York, which govern the deposit agreement, or by a federal or state court in the City of New York, which has jurisdiction over matters arising under the deposit agreement. In determining whether to enforce a contractual pre-dispute jury trial waiver, courts will generally consider whether a party knowingly, intelligently, and voluntarily waived the right to a jury trial. We believe that this would be the case with respect to the deposit agreement and the ADSs. It is advisable that you consult legal counsel regarding the jury waiver provision before investing in the ADSs.

If you or any other holders or beneficial owners of ADSs bring a claim against us or the depositary in connection with matters arising under the deposit agreement or the ADSs, including claims under federal securities laws, you or such other holder or beneficial owner may not be entitled to a jury trial with respect to such claims, which may have the effect of limiting and discouraging lawsuits against us or the depositary. If a lawsuit is brought against us or the depositary under the deposit agreement, it may be heard only by a judge or justice of the applicable trial court, which would be conducted according to different civil procedures and may result in different outcomes than a trial by jury would have, including outcomes that could be less favorable to the plaintiff(s) in any such action.

Nevertheless, if this jury trial waiver is not permitted by applicable law, an action could proceed under the terms of the deposit agreement with a jury trial. No condition, stipulation, or provision of the deposit agreement or the ADSs serves as a waiver by any holder or beneficial owner of ADSs or by us or the depositary of compliance with any substantive provision of the U.S. federal securities laws and the rules and regulations promulgated thereunder.

***Dividend payments and the amount you may realize upon a sale of our common shares or ADSs that you hold will be affected by fluctuations in the exchange rate between the U.S. dollar and the Korean Won.***

Cash dividends, if any, in respect of our common shares represented by our ADSs will be paid to the depositary in Korean Won and then converted by the depositary into U.S. dollars, subject to certain conditions. Accordingly, fluctuations in the exchange rate between the Korean Won and the U.S. dollar will affect, among other things, the amounts a holder of ADSs will receive from the depositary in respect of dividends, the U.S. dollar value of the proceeds that a holder of ADSs would receive upon sale in Korea of our common shares obtained upon surrender of ADSs, and the secondary market price of ADSs. Such fluctuations will also affect the U.S. dollar value of dividends and sales proceeds received by holders of our common shares.

## Use of proceeds

We expect to receive net proceeds from this offering of \$91.4 million (based on an assumed initial public offering price of \$19.00 per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus), after deducting the underwriting discounts and commissions and the estimated offering expenses in the aggregate of approximately \$8.6 million payable by us.

We will not receive any proceeds from the sale of our ADSs by the selling shareholder in the event the Sole Bookrunner's overallotment option is exercised.

We intend to use the net proceeds from this offering for working capital and general corporate purposes, which may include potential payments that could result from resolution of pending legal proceedings.

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$19.00 per ADS (which is the midpoint of the price range set forth on the cover of this prospectus) would increase (decrease) the net proceeds to us from this offering by approximately \$4.9 million, assuming the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the underwriting discounts and commissions payable by us. We may also increase or decrease the number of ADSs we are selling in this offering. An increase (decrease) of 1,000,000 of ADSs offered by us in this offering, as set forth on the cover page of this prospectus, would increase (decrease) the net proceeds to us from this offering by approximately \$17.7 million, assuming an initial public offering price of \$19.00 per ADS (which is the midpoint of the price range set forth on the cover of this prospectus) remains the same, and after deducting the underwriting discounts and commissions payable by us. The as-adjusted information discussed above is illustrative only and will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

We believe that our funds and the proceeds from this offering will be sufficient to continue our business and operations as currently conducted through 2021; however, changing circumstances may cause us to consume capital significantly faster than we currently anticipate. The amounts and timing of our actual expenditures will depend upon numerous factors, including the progress of our development and commercialization efforts, whether or not we enter into strategic collaborations or partnerships, and our general operating costs and expenditures.

We have no agreements or commitments for particular uses of the net proceeds from this offering, and our management may exercise discretion over the terms and timing of any future transaction in light of the changing needs of our business.

## Dividend policy

We currently intend to retain our future earnings, if any, to finance the development and expansion of our businesses and, therefore, do not intend to pay cash dividends on our common shares for the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in any financing instruments, and such other factors as our board of directors deems relevant in its sole discretion. See “Description of securities—Dividends.”

If we pay any dividends on our common shares, we will pay those dividends which are payable in respect of the common shares underlying our ADSs to the depository, as the registered holder of such common shares, and the depository then will pay such amounts to our ADS holders in proportion to the common shares underlying the ADSs held by such ADS holders, subject to the terms of the deposit agreement, including the fees and expenses payable thereunder. Cash dividends on our common shares, if any, will be paid in U.S. dollars. See “Description of American Depositary Shares.”

## Capitalization

The following table sets forth our capitalization as of March 31, 2021:

- on an actual basis; and
- on a pro forma basis to give effect to the issuance of 5,263,000 ADSs in this offering at an assumed initial public offering price of \$19.00 per ADS (the midpoint of the price range set forth on the cover of this prospectus) after deducting underwriting discounts and commissions and estimated offering expenses payable by us, as set forth in this prospectus.

You should read the following table in conjunction with the sections titled “Use of proceeds,” “Selected consolidated financial information and operating data” and “Management’s discussion and analysis of financial condition and results of operations,” and our consolidated financial statements and related notes included elsewhere in this prospectus.

<b>March 31, 2021</b> <b>(in thousands, except share amounts)</b>	<b>Actual*</b>	<b>Pro forma*</b>
Cash and cash equivalents	\$ 84,436	\$ 175,817
Short-term debt	\$ —	—
Long-term debt with related party	\$ 44,111	44,111
Common shares, par value (Won)10,000 per share—200,000,000 shares authorized; 2,214,522 shares issued and outstanding, actual; and 2,477,672 shares issued and outstanding, pro forma	\$ 18,924	21,246
Additional paid-in capital	\$ 588,064	677,123
Accumulated other comprehensive income	\$ 24,089	24,089
Retained earnings	\$ 89,124	89,124
Total shareholders’ equity	\$ 720,201	\$ 811,582
Total capitalization	\$ 764,312	\$ 855,693

\* Based upon the exchange rate of ₩1,133.50 = US\$1.00, at March 31, 2021, as used in the consolidated financial statements included elsewhere in this prospectus.

## Dilution

If you invest in the ADSs, you will experience immediate and substantial dilution to the extent of the difference between the initial public offering price per ADS paid by the purchasers of the ADSs and the pro forma net tangible book value per ADS immediately after, and giving effect to, the offering. Dilution results from the fact that the offering price per ADS is substantially in excess of the net tangible book value per ADS attributable to the existing shareholders for our presently outstanding shares.

Our historical net tangible book value per share is determined by dividing our total tangible assets, less total liabilities, by the actual number of outstanding common shares. The historical net tangible book value of our common shares as of March 31, 2021 was \$22.3 million, or \$10.07 per share.

The pro forma, net tangible book value as of March 31, 2021 was \$113.7 million, or \$45.88 per common share. The pro forma, net tangible book value gives effect to the above issuances and the sale of the ADSs in this offering at an assumed initial public offering price of \$19.00 per ADS (the midpoint of the price range set forth on the cover of this prospectus), after deducting underwriting discounts and commissions and estimated offering expenses payable by us, as set forth in this prospectus. The pro forma net tangible book value per common share after the offering is calculated by dividing the pro forma, net tangible book value of \$113.7 million by 2,477,672, which is equal to the pro forma, issued and outstanding common shares of the Company as of March 31, 2021. The difference between the initial public offering price and the pro forma net tangible book value per ADS represents an immediate increase in the net tangible book value of \$1.79 per ADS to existing shareholders and immediate dilution of \$16.71 per ADS to new investors purchasing ADSs in this offering.

The following table illustrates this dilution to new investors:

Assumed initial public offering price per ADS	\$ 19.00
Net tangible book value per common share before this offering (as of March 31, 2021)	\$ 10.07
Increase in net tangible book value per common share attributable to existing investors due to the issuance of common shares after March 31, 2021	\$ 35.81
Pro forma net tangible book value per common share as of March 31, 2021	\$ 45.88
Increase in net tangible book value per ADS attributable to new investors in this offering	\$ 1.79
Pro forma, as adjusted net tangible book value per ADS after offering	\$ 2.29
Dilution per share to new investors per ADS	\$ 16.71

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$19.00 per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted net tangible book value per ADS after this offering by \$0.10, and dilution in pro forma net tangible book value per ADS to new investors by \$0.90, assuming that the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discount and estimated offering expenses payable by us.

If the Sole Bookrunner exercises in full its option to purchase additional ADSs, and based on an assumed initial public offering price of \$19.00 per ADS (the midpoint of the price range set forth on the cover page of this prospectus), the pro forma, as adjusted net tangible book value after this offering would be approximately \$2.29 per ADS, the increase in the pro forma net tangible book value per ADS attributable to new investors would be approximately \$1.79 per ADS and the dilution to new investors purchasing ADSs in this offering would be approximately \$16.71 per ADS.

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The following table summarizes on the pro forma basis described above, as of March 31, 2021, the differences between the number of common shares underlying the ADSs purchased from us, the total consideration paid to us in cash and the average price per common share underlying the ADSs that existing stockholders and new investors paid. The calculation below is based on an assumed initial public offering price of \$19.00 per ADS, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting the estimated underwriting discount and estimated offering expenses payable by us.

	Common shares		Total consideration paid to us		Average price per common share
	Number	Percent	Amount	Percent	
Existing shareholders	2,214,522	89.4%	\$ 583,986,524	85.4%	\$ 263.7
New investors	263,150	10.6%	\$ 99,997,000	14.6%	\$ 380.0
Total	2,477,672	100.0%	\$ 683,983,524	100.0%	

A \$1.00 increase or decrease in the assumed initial public offering price of \$380 per common share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by \$0.3 million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by 0.3 percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by (0.3) percentage points, assuming that the number of ADSs offered by us, as set forth on the cover page of this prospectus, remains the same. An increase or decrease of 50,000 common shares underlying the ADSs offered by us, as set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by \$19.0 million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by 19.0 percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by (19.0) percentage points, assuming that the assumed initial public offering price is the midpoint of the range set forth on the cover page of this prospectus.

Except as otherwise indicated, the above discussion and tables assume no exercise of the Sole Bookrunner's option to purchase additional ADSs. If the Sole Bookrunner's option to purchase additional ADSs were exercised in full, DUG would own 60.5%, STIC would own 24.8%, and the investors purchasing ADSs in this offering would own 14.7% of the total number of common shares outstanding immediately after completion of this offering.

## Selected consolidated financial information and operating data

The following sets forth our selected consolidated financial information and operating data as of and for each of the years ended December 31, 2020 and 2019, and the three-month periods ended March 31, 2021 and 2020.

You should read the following selected consolidated financial information and operating data in conjunction with, and it is qualified in its entirety by reference to our audited consolidated financial statements and the related notes thereto for the years ended December 31, 2020 and 2019, our unaudited condensed consolidated financial statements and the related notes thereto for the three months ended March 31, 2021 and 2020, and the sections entitled "Capitalization" and "Management's discussion and analysis of financial condition and results of operations," which are included elsewhere in this prospectus.

### Years ended December 31, 2020 and 2019

Selected consolidated income statement data (in millions)	Year ended December 31,	
	2020	2019
Revenue	\$ 358.3	\$ 273.6
Operating expenses:		
Cost of revenue <sup>(1)</sup>	126.3	99.6
Sales and marketing <sup>(1)</sup>	71.2	35.8
Research and development <sup>(1)</sup>	18.8	19.3
General and administrative <sup>(1)</sup>	21.7	17.2
Depreciation and amortization	31.6	33.4
Total operating expenses	269.6	205.3
Operating income	88.7	68.3
Interest expense	(10.8)	(26.6)
Interest income	0.2	0.5
Gain on foreign currency transactions	2.3	4.1
Gain on foreign currency remeasurement of intercompany item	(0.2)	3.2
Other income (expense), net	(5.0)	0.3
Income tax expense	(21.6)	(13.5)
Net income	\$ 53.6	\$ 36.3
<b>Selected other data</b> (in millions, except ARPDau and percentages)	<b>Year ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
Adjusted EBITDA <sup>(2)</sup>	\$ 120.3	\$ 101.7
Net income margin <sup>(3)</sup>	15.0%	13.3%
Adjusted EBITDA margin <sup>(2)</sup>	33.6%	37.2%
Average MAU <sup>(4)</sup>	2.9	2.8
Average DAU <sup>(4)</sup>	1.2	1.2
ARPDau <sup>(4)</sup>	\$ 0.83	\$ 0.64
Mobile penetration <sup>(5)</sup>	71.8%	67.5%

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Reconciliation of non-GAAP measures (in millions, except percentages)	Year ended December 31,	
	2020	2019
Net income	\$ 53.6	\$ 36.3
Income tax expense	21.6	13.5
Income before tax	75.2	49.8
Adjustments for:		
Depreciation and amortization	31.6	33.4
Interest expense	10.8	26.6
Foreign currency transaction/remeasurement (gain) loss	(2.1)	(7.3)
Other income (expense), net	4.8	(0.8)
Adjusted EBITDA	\$ 120.3	\$ 101.7
Adjusted EBITDA margin	33.6%	37.2%

Selected Balance Sheet Data (in millions)	As of December 31,	
	2020	2019
Cash and cash equivalents	\$ 63.2	\$ 42.4
Total assets	\$ 806.8	\$ 815.4
Total liabilities	\$ 107.3	\$ 434.7
Total equity	\$ 699.5	\$ 380.7

- (1) Excluding depreciation and amortization.
- (2) We define Adjusted EBITDA as operating income before interest expense, income tax expense, depreciation and amortization, foreign currency transaction and remeasurement gains and losses, and other income (expense), net (including interest income). Adjusted EBITDA margin is calculated by dividing Adjusted EBITDA for a period by revenue for the same period. Management has presented the performance measure Adjusted EBITDA because it monitors performance at a consolidated level and believes that this measure is relevant to an understanding of the Company's financial performance. In addition, we believe this metric provides useful information in understanding our operating performance and trends in our business. Adjusted EBITDA is not a defined performance measure in U.S. GAAP. The Company's definition of Adjusted EBITDA may not be comparable with similarly titled performance measures and disclosures by other entities. See also "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends—Adjusted EBITDA."
- (3) Net income margin represents net income as a percentage of revenue, which is the most directly comparable U.S. GAAP measure to Adjusted EBITDA margin described above.
- (4) See the definitions of the key performance indicators in "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends."
- (5) Mobile penetration represents the percentage of revenue sourced from the Google, Apple, and Amazon platforms.



**Three months ended March 31, 2021 and 2020****Summary consolidated income statement data**  
(in millions)

	Three months ended March 31,	
	2021	2020
Revenue	\$ 96.7	\$ 76.1
Operating expenses:		
Cost of revenue <sup>(1)</sup>	33.9	26.9
Sales and marketing <sup>(1)</sup>	19.7	14.5
Research and development <sup>(1)</sup>	5.7	4.3
General and administrative <sup>(1)</sup>	4.3	5.0
Depreciation and amortization	7.5	8.0
Total operating expenses	71.0	58.7
Operating income	\$ 25.6	\$ 17.3
Interest expense	(0.5)	(6.1)
Interest income	0.1	0.1
Gain on foreign currency transactions	0.2	0.8
Gain on foreign currency remeasurement of intercompany item	0.0	4.2
Other income (expense), net	0.7	0.1
Income tax expense	(6.7)	(3.6)
Net income	\$ 19.4	\$ 12.9

**Summary other data**

(in millions, except ARPDAU and percentages)

	Three months ended March 31,	
	2021	2020
Adjusted EBITDA <sup>(2)</sup>	\$ 33.1	\$ 25.4
Net income margin <sup>(3)</sup>	20.1%	17.0%
Adjusted EBITDA margin <sup>(2)</sup>	34.2%	33.4%
Average MAU <sup>(4)</sup>	2.6	3.0
Average DAU <sup>(4)</sup>	1.1	1.2
ARPDAU <sup>(4)</sup>	\$ 0.99	\$ 0.70
Mobile penetration <sup>(5)</sup>	72.4%	69.9%

## Reconciliation of non-GAAP measures (in millions, except percentages)

	Three months ended March 31,	
	2021	2020
Net income	\$ 19.4	\$ 12.9
Income tax expense	6.7	3.6
Income before tax	26.1	16.5
Adjustments for:		
Depreciation and amortization	7.5	8.0
Interest expense	0.5	6.1
Foreign currency transaction/remeasurement (gain) loss	(0.3)	(5.1)
Other income (expense), net	(0.7)	(0.1)
Adjusted EBITDA	\$ 33.1	\$ 25.4
Adjusted EBITDA margin	34.2%	33.4%

## Summary consolidated balance sheet data (in millions)

	As of March 31, 2021
Cash and cash equivalents	\$ 84.4
Total assets	829.7
Total liabilities	109.5
Total equity	\$ 720.2

(1) Excluding depreciation and amortization.

(2) We define Adjusted EBITDA as operating income before interest expense, income tax expense, depreciation and amortization, foreign currency transaction and remeasurement gains and losses, and other income (expense), net (including interest income). Adjusted EBITDA margin is calculated by dividing Adjusted EBITDA for a period by revenue for the same period. Management has presented the performance measure Adjusted EBITDA because it monitors performance at a consolidated level and believes that this measure is relevant to an understanding of the Company's financial performance. In addition, we believe this metric provides useful information in understanding our operating performance and trends in our business. Adjusted EBITDA is not a defined performance measure in U.S. GAAP. The Company's definition of Adjusted EBITDA may not be comparable with similarly titled performance measures and disclosures by other entities. See also "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends—Adjusted EBITDA."

(3) Net income margin represents net income as a percentage of revenue, which is the most directly comparable GAAP measure to Adjusted EBITDA margin described above.

(4) See the definitions of the key performance indicators in "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends."

(5) Mobile penetration represents the percentage of revenue sourced from the Google, Apple, and Amazon platforms.

# Management's discussion and analysis of financial condition and results of operations

You should read the following in conjunction with the sections of this prospectus entitled "Cautionary note regarding forward-looking statements," "Risk factors," "Selected consolidated financial information and operating data," and "Our business," and the historical consolidated financial statements and the related notes thereto included elsewhere in this prospectus. This discussion contains forward-looking statements reflecting current expectations that involve risks and uncertainties. Actual results and the timing of events may differ materially from those contained in these forward-looking statements due to a number of factors, including those discussed in the section entitled "Risk factors" and elsewhere in this prospectus.

## Our business

We are a leading developer and publisher of digital games on mobile and web-based platforms. We are the creators of multi-format interactive entertainment experiences for casual players. Our flagship game, *DoubleDown Casino*, has been in the top 20 grossing mobile games annually on Apple App Store since 2016, according to *App Annie*.

We have been an early pioneer in the social casino gaming segment and were among the initial publishers to launch a social casino game on the Facebook platform in 2010 with the release of *DoubleDown Casino*. As the market has shifted materially to mobile platforms in recent years, we have also embraced new distribution channels for our games, which has significantly expanded our overall reach and market opportunity. Our games attract players of social casino and casual games, and have been installed over 115 million times to date. During 2019 and 2020, an average of 2.8 million players and 2.9 million players, respectively, played our games each month, and for the three months ended March 31, 2021, an average of over 2.6 million players played our games each month. We believe that success in casual gaming requires a combination of creativity and data science to acquire, engage, and monetize players, and we have invested in our platform to build capabilities in game development and live game operations to capitalize on our opportunity.

All of our games are downloadable and playable for free on mobile platforms, and *DoubleDown Casino* is also available on web platforms. We designed our games to provide free virtual chips to players at various time intervals based on our players' playing behaviors and patterns. We generate substantially all of our revenue from the sale of additional virtual chips, which players can choose to purchase at any time to enhance their playing experience. Our virtual chips cannot be withdrawn from the game, transferred from one game to another or from one player to another, or be redeemed for monetary value. We also generate a small portion of our revenue from our recently-launched subscription model, which allows subscribers to further enhance their gaming experience by gaining early access to new content and earning free virtual chips at a faster rate.

We have achieved consistent revenue growth and strong profitability. Our revenue was \$358.3 million in 2020, up from \$273.6 million in 2019. Our net income was \$53.6 million in 2020, up from \$36.3 million in 2019. Our Adjusted EBITDA was \$120.3 million in 2020, up from \$101.7 million in 2019. Our revenue was \$96.7 million for the three months ended March 31, 2021, up from \$76.1 million for the three months ended March 31, 2020. Our net income was \$19.4 million for the three months ended March 31, 2021, up from \$12.9 million for the three months ended March 31, 2020. Our Adjusted EBITDA was \$33.1 million for the three months ended March 31, 2021, up from \$25.4 million for the three months ended March 31, 2020, with an Adjusted EBITDA margin of 34.2% and 33.4%, respectively. See "Management's discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends" below for a description of Adjusted EBITDA and for a reconciliation to net income, the most directly comparable financial measure calculated in accordance with U.S. GAAP.

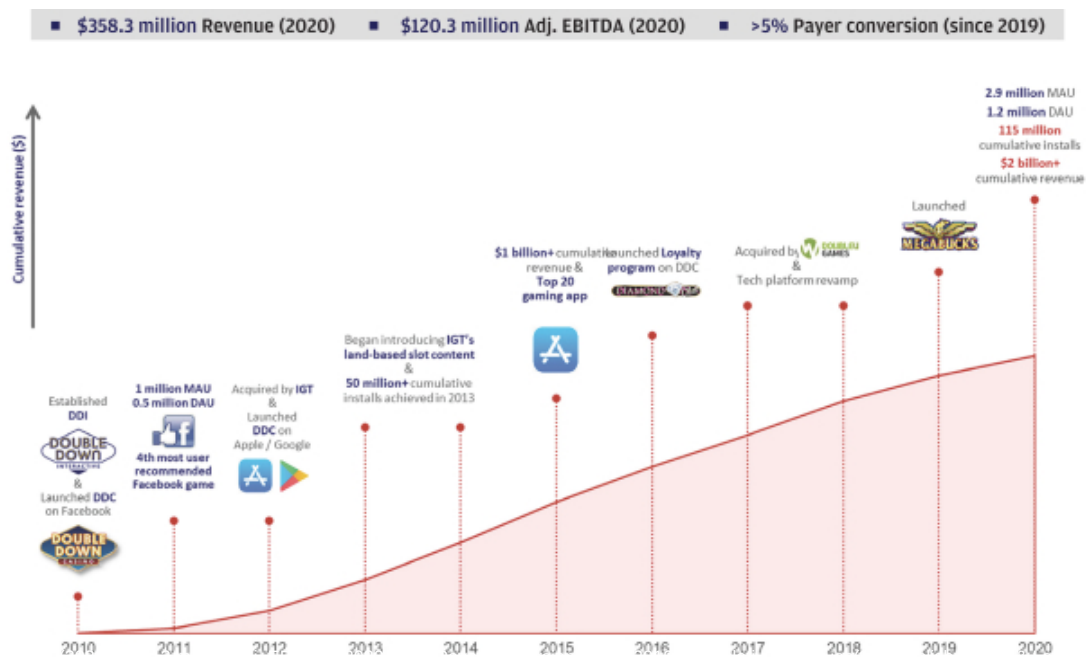
## Recent developments

The global pandemic associated with COVID-19 has caused major disruption to all aspects of the global economy and societies in recent months, particularly as quarantine and stay-at-home orders have been imposed by all levels of government. We have followed guidance by the Korean government and the state government in Washington to protect our employees and our operations during the pandemic and have effectively implemented a remote environment for our business. To date, we have not incurred any interruptions in operations. We continuously monitor performance and other industry reports to assess the risk of future negative impacts should the disruption of the economy progress.

The online gaming industry, in particular, has been identified in industry and media reports, such as *Eilers & Krejcik* and *AppsFlyer*, as an unintended beneficiary of this pandemic as people are quarantined in their homes, and we are not an exception to this benefit. Our monthly revenue benefited from the effects of the pandemic, particularly in those months when stay-at-home orders and quarantines were broadly imposed across the United States. However, we expect such benefit to decrease as vaccinations become more widely available and restrictions are eased. Consequently, any change resulting in a diversion of player discretionary income to other uses, including for essential items, could adversely impact our cash flows, operating results, and financial condition.

## Our history

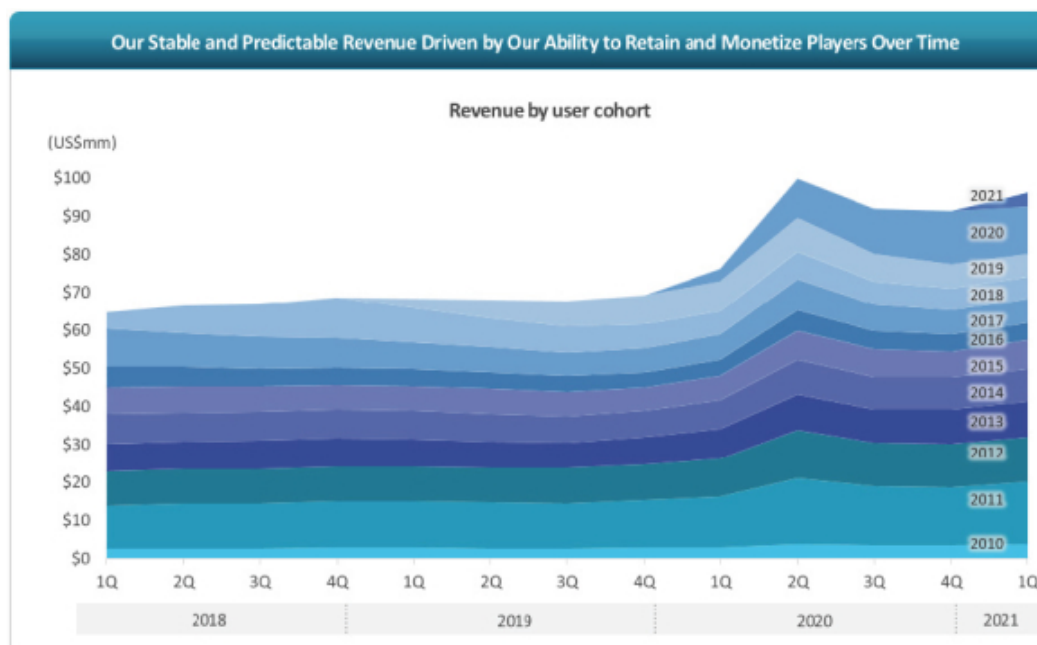
We have a long and storied history in social casino and broader mobile gaming that reflects our decade-long leadership position in the industry. We were established in Seoul, Korea in 2008 as an independent interactive entertainment studio focusing on development and publishing of casual games and mobile applications. We were fully acquired by a leading social casino business, DUG, in 2017. DUG later acquired DDI-US through our Company, which has now become our primary operating subsidiary. DDI-US has achieved a number of key milestones since its founding in 2010.



## Our cohort dynamics

The success of our business model depends on our ability to acquire, retain and monetize players over time. We have a history of driving sustained monetization, or player spend, within our games. We measure this by tracking annual cohorts of players. We define an annual cohort as all of the game installs in a given year. We then track the total revenue amount of all players in each cohort over time. If a player installs a different game in two different years or the same game on two different devices, they may, in certain circumstances, be included in two different cohorts.

We believe that cohort behavior provides insight into the overall revenue retention dynamics of our business, reflecting our ability to convert players into paying players and drive monetization of our games over time. In 2020, 89% of our revenue was generated by installations prior to 2020 and our 2010 to 2019 cohorts experienced a 92% revenue retention in 2019, demonstrating our ability to consistently retain and monetize players. The chart below represents our quarterly gross player purchases by yearly installations subsequent to our acquisition by DUG in June 2017.



## Our marketing efficiency

Year ended December 31,	2017	2018	2019
<b>DoubleDown Casino payback period (days)</b>	199	123	138
<b>New players contributing in payback period (%)</b>	2.9	2.9	2.3

We acquire players efficiently and at scale through organic and paid channels. We measure the effectiveness of our marketing strategy using average payback period, whether they were acquired through organic or paid channels. We define average payback period as the amount of time it takes for the cumulative revenue generated by all of the players in a given install period to exceed the dollar amount spent on sales and marketing during the same install period. The payback periods shown are the number of days required to generate revenue equal to the cost of a new install for the stated cohort. As noted in the above table, this

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measurement of our marketing efficiency is based solely on results for *DoubleDown Casino*, which currently provides substantially all of our revenue.

Our payback period fluctuates based on our total cost of acquiring new players for a given period and our ability to subsequently monetize those players. In recent years, we have experienced decreases in our payback period as our monetization of players has increased, resulting in a corresponding decrease in the percentage of players required in a given cohort to account for cumulative revenues in the payback period. In addition, in the three-year period from 2017 through 2019, the average lead time to initial purchase in the payback period for a given cohort has remained relatively stable at approximately 40 days. Following our acquisition by DUG in 2017, we have shifted more third-party marketing initiatives in-house and have made significant investments in modernizing our technology platform that have allowed us to improve our paid marketing efforts, better predict the monetization potential of new players, and monitor new player acquisition cost across marketing channels in real-time. We believe these investments position us to invest more resources in sales and marketing in the near-term while maintaining payback periods near the lower end of historical ranges. The new technology platform has also enabled us to improve monetization through dynamic and more targeted in-game offers, contributing to further reductions in the payback period. Our ability to effectively manage our new player acquisition cost, which represents fees paid to our marketing partners for new installs, is a key competitive advantage to our business.

## Other key performance indicators and non-GAAP metrics and trends

In addition to the measures presented in our consolidated financial statements, we use the following key performance indicators and non-GAAP financial metrics to help us evaluate our business, identify trends affecting our business, formulate business plans, and make strategic decisions.

	March 31, 2021	December 31, 2020	September 30, 2020	June 30, 2020	March 31, 2020	December 31, 2019	September 30, 2019	Three months ended	
								June 30, 2019	March 31, 2019
<b>Average MAU (000s)</b>	2,647	2,704	2,894	3,083	3,004	2,791	2,844	2,779	2,873
<b>Average DAU (000s)</b>	1,082	1,131	1,169	1,239	1,195	1,168	1,154	1,169	1,221
<b>Payer Conversion Rate (%)</b>	5.7%	5.5%	5.4%	5.4%	5.0%	5.0%	5.0%	5.3%	5.3%
<b>ARPPDAU (\$)</b>	\$ 0.99	\$ 0.88	\$ 0.86	\$ 0.89	\$ 0.70	\$ 0.64	\$ 0.64	\$ 0.64	\$ 0.62
<b>Adjusted EBITDA (\$ in millions)<sup>(1)</sup></b>	\$ 33.1	\$ 29.7	\$ 28.9	\$ 36.3	\$ 25.4	\$ 27.0	\$ 24.8	\$ 25.1	\$ 24.8
<b>Adjusted EBITDA margin (%)<sup>(1)</sup></b>	34.2%	32.6%	31.4%	36.6%	33.4%	39.0%	36.5%	36.9%	36.3%

(1) For a reconciliation of net income to Adjusted EBITDA, see "Selected consolidated financial information and operating data—Reconciliation of non-GAAP measures."

### Average monthly active users (MAU)

We define Monthly Active Users, or MAU, as the average number of players who played one of our games in a particular month during the period presented. An individual who plays two different games or from two different devices may, in certain circumstances, be counted twice. However, we use third-party data and registration for our loyalty program to limit the occurrence of double counting. Average MAU for a period is the average of MAUs for each month for the period presented.

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MAU is one key indicator of the scale of our player base and the potential number of paying players. Our MAU has fluctuated as we have reduced investment in our web platform and moderated our sales and marketing spend as we made investments to modernize our technology platform. We expect MAU to continue to fluctuate in the future, with the potential to increase in the near-term, as we adjust our sales and marketing spend, create new content in new and existing market segments, and invest in new games. We also expect external factors to further cause MAU to fluctuate, including market growth, shift to mobile comprising a larger portion of our active player base, and competition.

### ***Average daily active users (DAU)***

We define Daily Active Users, or DAU, as the average number of players who played one or more of our games on each day during the period presented. As with MAU, an individual who plays two different games or from two different devices may, in certain circumstances, be counted twice. Average DAU for a period is the average of the monthly average DAUs for the period presented. Our use of third-party data and registration for our loyalty program enables us to limit the occurrence of double counting. DAU is one key indicator of our ability to drive engagement of our player base. Our DAU has fluctuated over time in line with MAU trends.

### ***Payer conversion rate***

We define payer conversion rate as the percentage of MAU that made at least one purchase in a month during the same period. Payer conversion rate is a key indicator of our ability to monetize our active player base. Our payer conversion rate has remained relatively stable over time due to the ongoing engagement of our active players and the consistent introduction of new content and features into our games. Increases in payer conversion in recent periods have been primarily driven by increases in our mobile penetration.

### ***Average revenue per daily active user (ARPDau)***

We define ARPDau as quarterly revenue divided by quarterly average DAU. ARPDau is a key indicator of our ability to monetize our paying players. Our ARPDau has increased over time as we have increased our player engagement, payer conversion, and monetization of paying players. Increases in our monetization of paying players has been driven by several factors, including enhanced meta-features in our games, higher registration rates for our player loyalty program, greater variety of content across our games that appeals to a wider range of players, and significant investments in our technology platform that enables the release of new content more quickly and improves our live game operations capabilities.

### ***Adjusted EBITDA***

We define Adjusted EBITDA as operating income before interest expense, income tax expense, depreciation and amortization, foreign currency transaction and remeasurement gains and losses, and other income (expense), net (including interest income). Adjusted EBITDA margin is calculated by dividing Adjusted EBITDA for a period by revenue for the same period. Management has presented the performance measure Adjusted EBITDA because it monitors performance at a consolidated level and believes that this measure is relevant to an understanding of the Company's financial performance. In addition, we believe this metric provides useful information in understanding our operating performance and trends in our business. Adjusted EBITDA is not a defined performance measure in U.S. GAAP. The Company's definition of Adjusted EBITDA may not be comparable with similarly titled performance measures and disclosures by other entities. For a reconciliation of Adjusted EBITDA to net income, see "Selected consolidated financial information and operating data—Reconciliation of non-GAAP measures."

## **Key factors affecting our performance**

### ***Monetizing our active players***

While our games are free-to-play, we generate substantially all of our revenue from players' purchases of in-game virtual chips. Our financial performance will be dependent on our ability to increase monetization of existing paying players and our effectiveness in converting more active players to paying players. Our players' willingness to pay for the virtual chips is driven by our ability to deliver engaging content and meta-features combined with our sales and marketing strategies. Our subscription model is designed to further improve our monetization of active players.

### ***Sustaining and growing our player network***

Establishing and maintaining a loyal network of players is vital for our business as the size of the network determines our maximum addressable audience for engagement and purchase of virtual chips. In order to grow our player network, we will spend on sales and marketing across various user acquisition channels and invest in content development to attract and engage players. In the near-term, as the market backdrop for user acquisition channels continues to be favorable, we may increase spend on sales and marketing as a percentage of revenue to grow our player network. The scale of our player network is determined by a number of factors, including our ability to strengthen player engagement by producing content that players play regularly and our effectiveness in acquiring new players, both of which may in turn affect our financial performance.

### ***Strategic relationships with DUG and IGT***

We have access to over 2,000 slot titles from DUG and IGT in addition to our self-developed titles. Our parent company, DUG, has expertise in developing social casino games, which are available to us on an exclusive basis. We have a long-term relationship with IGT, which includes access to IGT's library of highly recognizable authentic land-based content. Slot titles that we license from DUG and IGT generally require ongoing royalty payments. Our strategic relationships with DUG and IGT also allow for valuable knowledge sharing across numerous aspects of our operations. Our financial results may be affected by our relationship with DUG and IGT and our ability to create self-developed titles.

### ***International growth and expansion***

We currently generate most of our revenue from the United States, though we plan to expand our reach internationally over time, particularly in Asia-Pacific and Western Europe. Our international expansion will require us to devote additional resources to marketing, user acquisition, and localization of content. Our financial performance may be impacted by our geographic expansion initiatives.

### ***Investments in our technology platform***

As we further develop the content and features for our games, we plan to continue investing in technology infrastructure. A robust technology platform will enable us to further scale our business and improve the efficiency of our operations. A powerful technology platform also allows for more agile product development and optimized live game operations, which further supports our growth. Continued investment in our technology platform may affect our financial performance.

### ***Relationships with third-party distribution platforms***

We derive nearly all of our revenue from the sale of our virtual chips through third-party distribution platforms such as Apple App Store, Facebook, Google Play Store, and Amazon Appstore. These platforms have policies



that may impact our reachability to our potential audience. Apple, Facebook, Google, and Amazon have discretion to amend their terms of service which might affect our current operations and in turn impact our financial performance. As we expand to new markets, we anticipate similar relationships with additional distribution partners that could similarly impact our performance.

## **Summarized consolidated results**

### ***Revenue***

We generate substantially all of our revenue from the sale of in-game virtual chips, which players of our games can use to enhance their game-playing experience. We also generate a small portion of our revenue from our recently-launched subscription model, which offers early access to new slot contents and daily bonus virtual chips to certain of our *DoubleDown Fort Knox* users for a monthly subscription fee. Purchases of virtual chips by individual players are made on mobile and web-based platforms, such as the Apple, Facebook, Google, and Amazon platforms. These platforms typically charge us a fixed percentage fee for their payment processing and other services, and remit payments to us net of their fees. We recognize revenue on a gross basis for amounts we charge to players and record a corresponding cost of revenue for the amount paid to our platform partners.

### ***Operating expenses***

Operating expenses consist primarily of cost of revenue, sales and marketing expenses, research and development expenses, general and administrative expenses, and depreciation and amortization, each as more fully described below.

### ***Cost of revenue***

Cost of revenue includes payment processing fees, royalties, customer service, and hosting fees. Platform providers (such as Apple, Facebook, Google, and Amazon) charge a transactional payment processing fee to accept payments from our players for in-app consumable virtual goods purchased. Royalty fees are incurred and paid in accordance with the license agreements of the applicable intellectual property. Customer service consists of salaries, bonuses, benefits, and general and administrative expenses incurred to operate this service to our players. Depreciation and amortization expenses are excluded from cost of revenue and are separately presented on the consolidated statements of income and comprehensive income.

We expect cost of revenue to fluctuate proportionately with revenue; however, such proportionality may fluctuate as a percentage of revenue depending on our mix of games with royalty-bearing content.

### ***Sales and marketing***

Sales and marketing consists of costs related to advertising, player acquisition, engagement and retention, including costs related to salaries, bonuses, benefits, severance payments, and other compensation.

We plan to continue to invest in sales and marketing to retain and acquire users. However, sales and marketing expenses may fluctuate as a percentage of revenue depending on the timing and efficiency of our performance marketing.

### ***Research and development***

Research and development, or R&D, consists of salaries, bonuses, benefits, severance payments, and other compensation related to engineering, research, maintenance, development, and ongoing technical support.

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We expect R&D expenses will increase in absolute dollars as our business expands and as we increase our personnel headcount to support the expected growth in our technical development and operating activities.

### **General and administrative**

General and administrative consists of salaries, bonuses, benefits, severance payments, and other compensation for all our corporate support functional areas including our executives. In addition, general and administrative expenses include outsourced professional services such as consulting, legal and accounting services, taxes and dues, insurance premiums, as well as costs associated with maintaining our property and infrastructure.

We expect general and administrative expenses will increase in absolute dollars due to the additional administrative and regulatory burden of being a public reporting company.

### **Depreciation and amortization**

Depreciation and amortization expenses primarily relate to the amortization of identifiable intangible assets, such as technology development, game development, software, and customer relationships, associated with our acquisition of DDI-US in 2017. For the game development we acquired as part of our acquisition of DDI-US, the costs incurred up to initial launch, that are directly attributable to the design and testing of such games, are capitalized and recorded as intangible assets, and amortized as depreciation and amortization expenses over a period of 36 months. Depreciation expense also includes the depreciation of property and equipment, each of which is computed using the straight-line method based on the depreciable amount of the assets over their respective useful lives.

### **Other income and other expenses**

Our other income consists of interest revenues earned on our cash and cash equivalents, gains on foreign currency transactions, and gains on foreign currency remeasurement of intercompany item.

Our other expenses consist primarily of interest expenses, which include interests payable on our 3.50% Senior Note and notes from DoubleU Games, as well as interest in respect of the convertible bonds and non-convertible bonds with warrants issued to STIC. Our other expenses also include fees paid to lenders in connection with the annual refinancing of our 3.50% Senior Note. See “—Liquidity and capital resources— Short-term and long-term borrowings.”

### **Income tax expense**

Income tax expense consists of current income taxes in the various jurisdictions where we are subject to taxation, primarily the United States, as well as deferred income taxes and changes in the related assessment of the recoverability of deferred tax assets reflecting the net tax effects of temporary differences between the carrying amounts of assets and liabilities in each of these jurisdictions for financial reporting purposes and the amounts used for income tax purposes. Under current U.S. tax law, the federal statutory tax rate applicable to corporations is 21%. Our operations in Korea do not report income taxes as we have sufficient net operating loss carryforwards for local tax purposes. Our annual effective tax rate fluctuates based on our financial results, as well as the product mix and geographic breakdown of operations and sales. Additionally, future effective tax rates are subject to the tax regimes in which we operate remaining consistent with their current arrangements.

## Results of operations

### Summarized consolidated results of operations

(\$ in millions)	Year ended December 31,		Change	
	2020	2019	2020 vs. 2019	
Revenue	\$ 358.3	\$ 273.6	\$ 84.7	31.0%
Operating expenses	\$ 269.6	\$ 205.3	\$ 64.3	31.3%
Operating income	\$ 88.7	\$ 68.3	\$ 20.4	29.9%
Net income	\$ 53.6	\$ 36.3	\$ 17.3	47.7%
Adjusted EBITDA <sup>(1)</sup>	\$ 120.3	\$ 101.7	\$ 18.6	18.3%
Operating margin	24.8%	25.0%	(0.2)pp	nm
Adjusted EBITDA margin <sup>(1)</sup>	33.6%	37.2%	(3.6)pp	nm

(\$ in millions)	Three months ended March 31,		Change	
	2021	2020	2021 vs. 2020	
Revenue	\$ 96.7	\$ 76.1	\$ 20.6	27.1%
Operating expenses	\$ 71.0	\$ 58.7	\$ 12.3	21.0%
Operating income	\$ 25.6	\$ 17.3	\$ 8.3	48.0%
Net income	\$ 19.4	\$ 12.9	\$ 6.5	50.4%
Adjusted EBITDA <sup>(1)</sup>	\$ 33.1	\$ 25.4	\$ 7.7	30.3%
Operating margin	26.5%	22.8%	3.7pp	nm
Adjusted EBITDA margin <sup>(1)</sup>	34.2%	33.4%	0.8pp	nm

(1) For reconciliation of net income to Adjusted EBITDA, see "Selected consolidated financial information and operating data—Reconciliation of non-GAAP measures."  
 nm=not meaningful.  
 pp=percentage points.

### Year ended December 31, 2020 compared to year ended December 31, 2019 and three months ended March 31, 2021 compared to three months ended March 31, 2020

#### Revenue and key performance indicators

(\$ in millions)	Year ended December 31		Change	
	2020	2019	2020 vs 2019	
<b>Revenue</b>				
Mobile	\$ 257.4	\$ 184.7	\$ 72.7	39.4%
Web	100.9	88.9	\$ 12.0	13.5%
Total revenue	\$ 358.3	\$ 273.6	\$ 84.7	31.0%

(\$ in millions)	Three months ended March 31,		Change	
	2021	2020	2021 vs. 2020	
<b>Revenue</b>				
Mobile	\$ 70.0	\$ 53.2	\$ 16.8	31.6%
Web	26.7	22.9	\$ 3.8	16.6%
Total revenue	\$ 96.7	\$ 76.1	\$ 20.6	27.1%

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**Revenue information by geography<sup>(1)</sup>**

(\$ in millions)	Year ended December 31		Change	
	2020	2019	2020 vs 2019	
<b>Revenue</b>				
US <sup>(1)</sup>	\$ 309.2	\$ 237.7	\$ 71.5	30.1%
International	49.1	35.9	\$ 13.2	36.8%
Total revenue	\$ 358.3	\$ 273.6	\$ 84.7	31.0%

(\$ in millions)	Three months ended March 31,		Change	
	2021	2020	2021 vs. 2020	
<b>Revenue</b>				
US <sup>(1)</sup>	\$ 83.7	\$ 71.1	\$ 12.6	17.7%
International	13.0	5.0	\$ 8.0	160.0%
Total revenue	\$ 96.7	\$ 76.1	\$ 20.6	27.1%

<sup>(1)</sup> Revenue by geography is an estimate based on available information. When location data cannot be validated, the location is assumed to be in the United States.

**Key performance indicators**

(in millions, except ARPDau and percentage)	Year ended December 31		Change	
	2020	2019	2020 vs 2019	
<b>Key performance indicator</b>				
Mobile penetration	71.8%	67.5%	4.3pp	6.4%
Average MAU	2.9	2.8	0.1	3.6%
Average DAU	1.2	1.2	0	0.0%
ARPDau	\$ 0.83	\$ 0.64	\$ 0.19	29.7%

(in millions, except ARPDau and percentage)	Three months ended March 31,		Change	
	2021	2020	2021 vs. 2020	
<b>Key performance indicators</b>				
Mobile penetration	72.4%	69.9%	2.5pp	3.6%
Average MAU	2.6	3.0	(0.4)	(11.9)%
Average DAU	1.1	1.2	(0.1)	(9.5)%
ARPDau	\$ 0.99	\$ 0.70	\$ 0.29	41.8%

pp=percentage points.

Our revenue increased by 31.0% from \$273.6 million in 2019 to \$358.3 million in 2020, primarily due to our continued efforts to monetize our players, product feature improvements, a positive return on our user acquisition advertising business strategy and benefits from the effect of the COVID-19 pandemic. During 2020, COVID-19 pandemic stay-at-home orders and other restrictions were in effect from time to time; however, we are unable to quantify the specific positive impact on revenues resulting therefrom.

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Revenue increased 27.1% to \$96.7 million from \$76.1 million for the three months ended March 31, 2021 compared to the three months ended March 31, 2020. The \$20.6 million increase was due to our continued efforts to monetize our players, continuing popularity of our games, and positive return on our user acquisition advertising business strategy.

Approximately 71.8% of our revenue was attributable to players on mobile platforms in 2020 compared with 67.5% in 2019, an increase of 4.3 percentage points. The increase in mobile penetration for the year ended December 31, 2019 and for the year ended December 31, 2020 was related to our strength in mobile user acquisition and game content that optimizes the experience for the mobile user and the continued shift in players migrating from web to mobile platforms to play our games.

For the three months ended March 31, 2021, 72.4% of our revenue was attributable to players on mobile platforms compared to 69.9% for the three months ended March 31, 2020. The increase in mobile penetration for the year ended December 31, 2020 and for the three months ended March 31, 2021 was related to our strength in mobile user acquisition and game content that optimizes the experience for the mobile user and the continued shift in players migrating from web to mobile platforms to play our games.

Average MAU increased 3.6% for the year ended December 31, 2020 compared to 2019. Average MAU decreased 11.9% for the three months ended March 31, 2021 and average DAU declined at approximately the same rate compared to the three months ended March 31, 2020.

While MAU and DAU are indicators of the scale of our player base and the potential number of paying players, we consider these metrics to be more reflective of the Company's decisions on how to allocate marketing spend and less significant to our revenue than the total amount that paying users spend. We review and assess the impact of our marketing spend, in particular, on these metrics and makes adjustments as we consider necessary to grow total revenue.

### **Other metrics**

	Year ended December 31		Change 2020 vs 2019	
	2020	2019		
Average MPUs (in thousands) <sup>(1)</sup>	156	146	10	6.8%
Average monthly revenue per payer <sup>(2)</sup>	\$ 191	\$ 156	\$ 35	22.5%
Payer conversion rate	5.4%	5.2%	0.2pp	3.8%

	Three months ended March 31,		Change 2021 vs. 2020	
	2021	2020		
Average MPUs (in thousands) <sup>(1)</sup>	151	150	1	0.7%
Average monthly revenue per payer <sup>(2)</sup>	\$ 210	\$ 169	\$ 41	24.3%
Payer conversion rate	5.7%	5.0%	0.7pp	14.0%

<sup>(1)</sup> We define Average MPUs as the average number of players who made a purchase at least once in a month during the applicable time period. However, as with our calculation of average MAU, an individual who plays two different games or from two different devices may, in certain circumstances be counted as multiple MPUs. We use third-party data and registration for our loyalty program to assist us in the limiting occurrences of multiple-counting.

<sup>(2)</sup> Average monthly revenue per payer is calculated by dividing the average monthly revenue for the period by the Average MPUs in that period.  
nm=not meaningful.  
pp=percentage points.

In addition to the key performance indicators noted above, we also monitor the number of players who make a purchase to assess any periodic changes in behavior and associated trends.

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For the year ended December 31, 2020, Average MPU increased 6.8% and average monthly revenue per payer increased 22.5% when compared to December 31, 2019, with our payer conversion rate increasing 0.2 percentage point for the comparative period. Our average monthly revenue per payer increased due to the increase in Average MPU which contributed to the increase in average monthly revenue per payer. The average monthly revenue per payer benefited from an increase in playing time attributable, in part, to our enhanced meta-features and in-game content released during 2020 and other benefits of the COVID-19 pandemic during 2020.

For the three months ended March 31, 2021, Average MPU increased slightly when compared to March 31, 2020. Average monthly revenue per payer increased 24.3%, with an increase in our payer conversion rate of 0.7 percentage point. Overall, we believe our average monthly revenue per payer is driven by an increase in playing time, enhanced meta-features, variety of in-game content, and other engagement and retention strategies.

### **Operating expenses**

#### **Cost of revenue**

(\$ in millions)	Year ended December 31,		Change 2020 vs. 2019	Percentage of revenue			
	2020	2019		2020	2019	2020 vs. 2019 change	
<b>Cost of revenue<sup>(1)</sup></b>							
Platform	\$ 107.0	\$ 81.3	\$ 25.7	31.6%	29.9%	29.7%	0.2pp
Data center	1.9	1.8	0.1	5.6%	0.5%	0.7%	(0.2)pp
Royalty	16.4	15.5	0.9	5.8%	4.6%	5.7%	(1.1)pp
Customer service	1.0	1.0	0	0.0%	0.2%	0.4%	(0.2)pp
Total cost of revenue	\$ 126.3	\$ 99.6	\$ 26.7	26.8%	35.2%	36.4%	(1.2)pp

(\$ in millions)	Three months ended March 31,		Change 2021 vs. 2020	Percentage of revenue			
	2021	2020		2021	2020	2021 vs. 2020 change	
<b>Cost of revenue<sup>(1)</sup></b>							
Platform	\$ 28.9	\$ 22.7	\$ 6.2	27.2%	29.8%	29.8%	nm
Data center	0.6	0.5	0.1	25.8%	0.7%	0.7%	nm
Royalty	4.1	3.4	0.7	20.5%	4.3%	4.5%	(0.2)pp
Customer service	0.3	0.3	0.0	0.0%	0.2%	0.3%	(0.1)pp
Total cost of revenue	\$ 33.9	\$ 26.9	\$ 7.0	25.9%	35.0%	35.3%	(0.3)pp

<sup>(1)</sup> Excluding depreciation and amortization.

nm=not meaningful.

pp=percentage points.

Cost of revenue increased by 26.8% from \$99.6 million in 2019 to \$126.3 million in 2020, primarily as a result of increased platform fees that generally correspond with an increase in revenues. Cost of revenue as a percentage of revenue decreased by 1.2 percentage points from 36.4% in 2019 to 35.2% in 2020, due to the success of our internally developed original slot games resulting in lowered royalties and improved technology efficiencies.

Cost of revenue increased 25.9% to \$33.9 million for the three months ended March 31, 2021 from \$26.9 million for the three months ended March 31, 2020. The increase was a result of higher platform fees due to higher

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revenue for the three months ended March 31, 2021. Cost of revenue as a percentage of revenue decreased 0.3 percentage points to 35.0% for the three months ended March 31, 2021 from 35.3% for the three months ended March 31, 2020, primarily driven by an improved blended royalty rate due to a favorable mix shift in internal versus external revenue generating games.

### **Sales and marketing**

(\$ in millions)	Year ended December 31,		Change	Percentage of revenue			
	2020	2019		2020 vs. 2019	2020	2019	change
Sales and marketing <sup>(1)</sup>	\$ 71.2	\$ 35.8	\$ 35.4	98.9%	19.9%	13.1%	6.8pp

(\$ in millions)	Three months ended March 31,		Change	Percentage of revenue			
	2021	2020		2021 vs. 2020	2021	2020	change
Sales and marketing <sup>(1)</sup>	\$ 19.7	\$ 14.5	\$ 5.2	35.9%	20.4%	19.1%	1.3pp

<sup>(1)</sup> Excluding depreciation and amortization.  
pp=percentage points.

Sales and marketing expenses increased by 98.9% from \$35.8 million in 2019 to \$71.2 million in 2020, primarily due to an increase in user acquisition advertising spend. Total user acquisition advertising costs in 2019 was \$28.5 million, representing 10.4% of revenue in 2019, and was \$61.8 million in 2020, representing 17.3% of revenue in 2020, and an increase of 6.9 percentage points from 2019. Total sales and marketing expenses as a percentage of revenue increased by 6.8 percentage points from 13.1% in 2019 to 19.9% in 2020.

Sales and marketing expenses for the three months ended March 31, 2021 increased \$5.2 million over the comparative period, primarily due to the increase in user acquisition costs. Total user acquisition advertising costs increased \$5.4 million to \$18.4 million for the three months ended March 31, 2021 from \$13.0 million for the three months ended March 31, 2020.

### **Research and development**

(\$ in millions)	Year ended December 31,		Change	Percentage of revenue			
	2020	2019		2020 vs. 2019	2020	2019	change
Research and development <sup>(1)</sup>	\$ 18.8	\$ 19.3	\$ (0.5)	(2.6)%	5.2%	7.0%	(1.8)pp

(\$ in millions)	Three months ended March 31,		Change	Percentage of revenue			
	2021	2020		2021 vs. 2020	2021	2020	change
Research and development	\$ 5.7	\$ 4.3	\$ 1.4	32.6%	5.9%	5.7%	0.2pp

<sup>(1)</sup> Excluding depreciation and amortization.  
pp=percentage points.

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Research and development expenses decreased by 2.6% from \$19.3 million in 2019 to \$18.8 million in 2020, due to the elimination of outsourced research and development costs with all other research and development related expenses remaining flat. Research and development as a percentage of revenue decreased by 1.8 percentage points from 7.0% in 2019 to 5.2% in 2020.

Research and development expenses increased 32.6% for the three months ended March 31, 2021 compared to the comparative period of 2020 due to an increase in employees dedicated to technology and content development. As a percentage of revenue, research and development increased by 0.2 percentage point from 5.7% to 5.9%.

**General and administrative**

(\$ in millions)	Year ended December 31,		Change	Percentage of revenue			
	2020	2019		2020 vs. 2019	2020	2019	change
General and administrative <sup>(1)</sup>	\$ 21.7	\$ 17.2	\$ 4.5	26.2%	6.1%	6.3%	(0.2)pp

(\$ in millions)	Three months ended March 31,		Change	Percentage of revenue			
	2021	2020		2021 vs. 2020	2021	2020	change
General and administrative	\$ 4.3	\$ 5.0	\$ (0.7)	(14.0)%	4.5%	6.6%	(2.1)pp

(1) Excluding depreciation and amortization.  
pp=percentage points.

General and administrative expenses increased by 26.2% from \$17.2 million in 2019 to \$21.7 million in 2020, due to an increase in administrative, professional, and outside services, including legal fees. General and administrative expenses as a percentage of revenue decreased by 0.2 percentage points from 6.3% in 2019 to 6.1% in 2020.

General and administrative expenses decreased 14.0% for the three months ended March 31, 2021 compared to the comparative period of 2020 due to cost saving in professional and outside services. As a percentage of revenue, General and administrative decreased by 2.1 percentage points from 6.6% to 4.5%.

**Depreciation and amortization**

(\$ in millions)	Year ended December 31,		Change	
	2020	2019		2020 vs. 2019
Depreciation and amortization	\$ 31.6	\$ 33.4	\$ (1.8)	(5.4)%

(\$ in millions)	Three months ended March 31,		Change	
	2021	2020		2021 vs. 2020
Depreciation and amortization	\$ 7.5	\$ 8.0	\$ (0.5)	(6.3)%



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Depreciation and amortization decreased by 5.4% from \$33.4 million in 2019 to \$31.6 million in 2020, primarily resulting from the completed amortization of certain identifiable intangible assets. Depreciation and amortization decreased 6.3% for the three months ended March 31, 2021 compared to the corresponding period in 2020, primarily resulting from the completed amortization of certain identifiable intangible assets.

### Other income and other expenses

(\$ in millions)	Year ended December 31,		Change	
	2020	2019	2020 vs 2019	
<b>Other income</b>				
Gain on foreign currency transaction	\$ 2.3	\$ 4.1	\$ (1.8)	(43.9)%
Gain on foreign currency remeasurement of intercompany item	(0.2)	3.2	(3.4)	(106.3)%
Interest income	0.2	0.5	(0.3)	(60.0)%
Miscellaneous income	nm	0.3	(0.3)	(100.0)%
<b>Total other income</b>	<b>\$ 2.3</b>	<b>\$ 8.1</b>	<b>\$ (5.8)</b>	<b>(71.6)%</b>
<b>Other expenses</b>				
Interest expense	\$ 10.8	\$ 26.6	\$(15.8)	(59.4)%
Miscellaneous expenses	5.0	nm	5.0	100.0%
<b>Total other expenses</b>	<b>\$ 15.8</b>	<b>\$ 26.6</b>	<b>\$(10.8)</b>	<b>(40.6)%</b>
<b>Total other income/(expense), net</b>	<b>\$ (13.5)</b>	<b>\$ (18.5)</b>	<b>\$ 5.0</b>	<b>(27.0)%</b>

(\$ in millions)	Three months ended March 31,		Change	
	2021	2020	2021 vs. 2020	
<b>Other income</b>				
Gain on foreign currency transaction	\$ 0.2	\$ 0.8	\$ (0.6)	(75.0)%
Gain on foreign currency remeasurement of intercompany item	\$ 0.0	\$ 4.2	\$ (4.2)	(100.0)%
Interest income	0.1	0.1	\$ 0.0	0.0%
Miscellaneous income	0.7	0.1	\$ 0.6	600.0%
<b>Total other income</b>	<b>\$ 1.0</b>	<b>\$ 5.2</b>	<b>\$ (4.2)</b>	<b>(80.8)%</b>
<b>Other expenses</b>				
Interest expense	\$ 0.5	\$ 6.1	\$ (5.6)	(91.8)%
Miscellaneous expenses	nm	nm	nm	nm
<b>Total other expenses</b>	<b>\$ 0.5</b>	<b>\$ 6.1</b>	<b>\$ (5.6)</b>	<b>(91.8)%</b>
<b>Total other income/(expense), net</b>	<b>\$ 0.5</b>	<b>\$ (0.9)</b>	<b>\$ 1.4</b>	<b>155.6%</b>

nm=not meaningful.

Other income/expenses decreased 27% from \$18.5 million in 2019 to \$13.5 million in 2020, primarily due to a reduction in interest expense and gain on foreign currency remeasurement, offset by gain on foreign currency transaction and gain on foreign currency remeasurement. Interest expense decreased due to the reduction in principal on our 3.50% Senior Note. See “—Liquidity and capital resources—Short-term and long-term borrowings.” Gain on foreign currency remeasurement declined primarily due to the change in ending balances denominated in USD for intercompany item. Gain on foreign currency transaction decreased primarily due to unfavorability in the exchange rate for transactions denominated in USD at DDI.

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Other income/expenses increased \$1.4 million for the three months ended March 31, 2021 compared to the three months ended March 31, 2020 primarily due to the reduction in intercompany related activity and changes in foreign exchange rates.

### **Income tax expense**

(\$ in millions)	Year ended December 31,		Change	
	2020	2019	2020 vs. 2019	
Income tax expense	\$ 21.6	\$ 13.5	\$ 8.1	60.0%

(\$ in millions)	Three months ended March 31,		Change	
	2021	2020	2021 vs. 2020	
Income tax expense	\$ 6.7	\$ 3.6	\$ 3.1	86.1%

Income tax expense increased by 60.0% from \$13.5 million in 2019 to \$21.6 million in 2020, primarily due to an increase in taxable income primarily related to our revenue growth. Our effective income tax rate of 28.6% and 27.2% for the year ended 2020 and 2019, respectively, differed from our statutory tax rate of 20.0% primarily due to foreign rate differential, withholding taxes offset by tax credits, and an increase in the valuation allowance on Korean deferred tax assets.

Income tax expense of \$6.7 million for the three months ended March 31, 2021 reflected an effective tax rate of 25.7%, which was higher than the effective tax rate of 21.8% for the three months ended March 31, 2020, driven by increased state tax expense and lower foreign derived intangible income relative to the U.S. income as well as increased withholding taxes in Korea.

For further information regarding our income tax expenses, see Note 6: Income taxes of the notes to our audited consolidated financial statements appearing elsewhere in this prospectus.

### **Net income**

Net income increased by 47.7%, or \$17.3 million, from \$36.3 million in 2019 to \$53.6 million in 2020, primarily due to our revenue increase of \$84.7 million. Our operating margin decreased by 0.2 percentage point, from 25.0% in 2019 to 24.8% in 2020, primarily due to an increase of user acquisition cost.

For the three months ended March 31, 2021, net income increased 50.4% from the same period in 2020, driven primarily by increased revenue and improved operating margin. Our operating margin increased by 3.7 percentage points to 26.5% from 22.8% primarily related to increase in revenue.

### **Adjusted EBITDA**

Adjusted EBITDA increased by 18.3% from \$101.7 million in 2019 to \$120.3 million in 2020, primarily due to our increase in revenue and reduction in operating expenses. Adjusted EBITDA margin decreased from 37.2% in 2019 to 33.6% in 2020 primarily due to an increase in sales and marketing expenses.

Adjusted EBITDA for the three months ended March 31, 2021 increased 30.3% from \$25.4 million for the three months ended March 31, 2020 to \$33.1 million for the three months ended March 31, 2021, primarily related to the \$20.6 million increase in revenue, offset by a \$5.2 million increase in sales and marketing and \$7.0 million increase in cost of revenue, which is primarily related to an increase in platform fees.

Adjusted EBITDA margin slightly increased 0.8 percentage point from 33.4% for the three months ended March 31, 2020 to 34.2% for the three months ended March 31, 2021, primarily due to the leverage effect from the revenue growth.

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For a reconciliation of net income to Adjusted EBITDA, see “Selected consolidated financial information and operating data—Reconciliation of non-GAAP measures.”

### Quarterly results of operations supplemental data

The following table sets forth our unaudited quarterly statements of operating income and Adjusted EBITDA and other data for each of the nine most recent quarters in the period ended March 31, 2021. We have prepared the quarterly results of operations data on a consistent basis with the audited financial statements included elsewhere in this prospectus. In the opinion of management, the quarterly results of operations data reflect all necessary adjustments, consisting only of normal recurring adjustments, necessary for a fair statement of this data. The statements of operating income and Adjusted EBITDA data should be read in conjunction with the consolidated financial statements and related notes included elsewhere in this prospectus. The results of historical periods are not necessarily indicative of results for a full year or for any future period.

(\$ in millions)	Three months ended								
	March 31, 2021	December 31, 2020	September 30, 2020	June 30, 2020	March 31, 2020	December 31, 2019	September 30, 2019	June 30, 2019	March 31, 2019
Revenue	\$ 96.7	\$ 91.0	\$ 92.1	\$ 99.1	\$ 76.1	\$ 69.3	\$ 67.9	\$ 68.1	\$ 68.3
Operating expenses:									
Cost of revenue	\$ 33.9	\$ 32.0	\$ 32.6	\$ 34.8	\$ 26.9	\$ 24.0	\$ 24.8	\$ 25.3	\$ 25.5
Sales and marketing	\$ 19.7	\$ 17.5	\$ 20.9	\$ 18.3	\$ 14.5	\$ 10.6	\$ 10.2	\$ 8.0	\$ 7.0
Research and development	\$ 5.7	\$ 5.1	\$ 4.6	\$ 4.8	\$ 4.3	\$ 4.4	\$ 4.5	\$ 4.6	\$ 5.8
General and administrative	\$ 4.3	\$ 6.7	\$ 5.1	\$ 4.9	\$ 5.0	\$ 3.2	\$ 3.7	\$ 5.1	\$ 5.2
Depreciation and amortization	\$ 7.5	\$ 7.6	\$ 8.0	\$ 8.0	\$ 8.0	\$ 8.3	\$ 8.3	\$ 8.4	\$ 8.4
Total operating expenses	\$ 71.0	\$ 68.9	\$ 71.2	\$ 70.8	\$ 58.7	\$ 50.5	\$ 51.5	\$ 51.4	\$ 51.9
Operating income	\$ 25.6	\$ 22.1	\$ 20.9	\$ 28.3	\$ 17.3	\$ 18.8	\$ 16.4	\$ 16.7	\$ 16.4
Adjusted EBITDA <sup>(1)</sup>	\$ 33.1	\$ 29.7	\$ 28.9	\$ 36.3	\$ 25.4	\$ 27.0	\$ 24.8	\$ 25.1	\$ 24.8
Adjusted EBITDA margin <sup>(1)</sup>	34.2%	32.6%	31.4%	36.6%	33.4%	39.0%	36.5%	36.9%	36.3%

(1) For a reconciliation of net income to Adjusted EBITDA, see “Selected consolidated financial information and operating data—Reconciliation of non-GAAP measures.”

### Liquidity and capital resources

#### Introduction

We have funded our operations primarily through cash flows from operating activities. We manage our liquidity risk by maintaining adequate cash reserves and credit facilities, and by continuously monitoring our cash forecasts and actual cash flows, and by matching the maturity profiles of financial assets and liabilities. Based on our current plans and market conditions, we believe that cash flows generated from our operations, the proceeds from this offering, and borrowing capacity under our current term loan will be sufficient to satisfy our anticipated cash requirements in the ordinary course of business for the foreseeable future. However, as noted under “Business—Legal Proceedings,” the outcome of the *Benson* litigation, whether through any settlement or damages award, could be material and in such circumstances, depending upon the amount, could require us to secure additional sources of funds to satisfy a material settlement or judgment. At this time, we are unable to quantify the amount, if any, that we may be required to pay in connection with the settlement of or an adverse judgment in this

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litigation. Notwithstanding the foregoing, we intend to continue to make significant investments to support our business growth and may require additional funds to respond to business challenges, including the need to develop new games and features or enhance our existing games, improve our operating infrastructure, or acquire complementary businesses, personnel and technologies. Accordingly, we may need to engage in future equity or debt financings, secure substantial bank loans, or pursue other alternatives that may become available to us to secure the additional funds necessary to sustain our business. We may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges could be significantly impaired, and our business may be harmed.

### **Cash flows**

The following table presents a summary of our cash flows for the periods indicated:

(\$ in millions)	Year ended December 31,	
	2020	2019
Net cash flows provided by operating activities	\$ 99.9	\$ 76.7
Net cash flows used in investing activities	(2.2)	(0.2)
Net cash flows used in financing activities	(76.3)	(61.8)
Net foreign exchange difference	(0.6)	(3.2)
Net increase (decrease) in cash and cash equivalents	20.8	11.5
Cash and cash equivalents at the beginning of the period	42.4	30.9
Cash and cash equivalents at the end of the period	\$ 63.2	\$ 42.4

(\$ in millions)	Three months ended March 31,	
	2021	2020
Net cash flows provided by operating activities	\$ 22.0	\$ 14.1
Net cash flows used in investing activities	0.0	(2.0)
Net cash flows used in financing activities	0.0	(16.7)
Net foreign exchange difference	(0.8)	(1.3)
Net increase (decrease) in cash and cash equivalents	21.2	(5.9)
Cash and cash equivalents at the beginning of the period	63.2	42.4
Cash and cash equivalents at the end of the period	\$ 84.4	\$ 36.5

#### *Operating activities*

Net cash flows provided by operating activities increased from \$76.7 million in 2019 to \$99.9 million in 2020, primarily due to growth from *DoubleDown Casino* and improvement of Adjusted EBITDA. For the three months ended March 31, 2021, net cash flows provided by operating activities increased \$7.9 million over the comparative period primarily due to the increase in revenue, partially offset by increased cost of revenue and sales and marketing expense.

#### *Investing activities*

Net cash flows used in investing activities increased from \$0.2 million in 2019 to \$2.2 million in 2020, primarily due to the acquisition of Double8 Games from DoubleU Games in February 2020. For the three months ended

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March 31, 2021, net cash flows used in investing activities decreased \$2.0 million over the comparative period due to an absence of investing activity since the acquisition of Double8 Games in February 2020.

### *Financing activities*

Net cash flows used in financing activities increased from \$61.8 million in 2019 to \$76.3 million in 2020, primarily due to the payoff of our short-term senior note and payments made on our long-term borrowings with related party. For the three months ended March 31, 2021, net cash flows used in financing activities decreased \$16.7 million over the comparative period due to the payoff of our short-term senior note in May 2020.

### **Short-term and long-term borrowings**

In conjunction with our acquisition of DDI-US in 2017, a group of Korean lenders agreed to provide annual term senior secured credit facilities (the “2017 Senior Credit Facilities”) in an aggregate principal amount of KRW315 billion (US\$279.6 million), comprised of a senior revolving credit facility in the aggregate principal amount of KRW15 billion (US\$13.3 million) and a senior term loan facility in an aggregate principal amount of KRW300 billion (US\$266.3 million), pursuant to a credit agreement dated May 24, 2017, between us and the lenders thereto.

We refinanced the 2017 Senior Credit Facilities in 2018, and on May 24, 2019, we entered into a new credit agreement (the “3.50% Senior Note”) with KEB Hana Bank and National Fisheries Cooperative Association, as lenders, in the aggregate principal amount of KRW80 billion (US\$71.0 million), with a one-year term. The first withdrawal was made on May 27, 2019. The proceeds of the 3.50% Senior Note were used to provide funds to us for the repayment of the then outstanding balance on the refinanced 2017 Senior Credit Facilities. The 3.50% Senior Note provides for a fixed interest rate of 3.50% per annum, payable quarterly, commencing August 2019. A quarterly principal repayment of KRW20 billion (US\$17.8 million) is also required. On April 23, 2020, the 3.50% Senior Note was repaid in full.

In addition, DoubleU Games extended three loans to us in 2018 and two loans in 2019 (collectively, the “Senior Notes”), each with 4.6% interest rate per annum accruing quarterly, commencing May 2019. The 2019 Senior Notes and a portion of the 2018 Senior Notes were repaid in 2020. As of March 31, 2021, the outstanding aggregate principal amount on the 2018 Senior Notes was KRW50 billion (US\$44.1 million). Each of the outstanding Senior Notes matures on May 27, 2024 and is not payable until maturity. The Senior Notes have a default interest rate of an additional 5.0% per annum. See “Certain relationships and related party transactions” and Note 4: Debt to our audited consolidated financial statements included in this prospectus.

*Equity-linked securities.* On May 26, 2017, we issued (i) an aggregate principal amount of KRW210 billion (US\$186.4 million) in 2.5% Convertible Bonds and (ii) an aggregate principal amount of KRW90 billion (US\$79.9 million) in 2.5% Non-convertible Bonds with warrants to STIC in connection with our acquisition from IGT. We collectively refer to the 2.5% Convertible Bonds and the 2.5% Non-convertible Bonds with warrants as the “Bonds.” The Bonds had a stated fixed coupon rate of 2.5% per annum, payable quarterly on the 25<sup>th</sup> day of February, May, August, and November, with a term of seven years (May 26, 2024), subject to a right of the third party to require redemption of the Bonds, in whole or in part, after five years (May 26, 2022). The conversion price of the convertible bonds, as well as the exercise price of the warrants, is KRW293,600 (US\$261) per common share, subject to certain adjustments for anti-dilution protection. See “Certain relationships and related party transactions—Joint Investment Agreement—Equity-linked securities.”

On May 15, 2020, DoubleU Games purchased the 2.5% Non-convertible Bonds with warrants from STIC and, in conjunction therewith, exercised the warrants by surrendering the 2.5% Non-convertible Bonds with warrants for 306,539 common shares at the exercise price of KRW293,600 (US\$261). On May 25, 2020, STIC converted 50.3% of the 2.5% Convertible Bonds into 360,000 common shares at the initial conversion price of KRW293,600 (US\$261). On June 4, 2020, STIC converted the remaining 2.5% Convertible Bonds into 355,258

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common shares at the initial conversion price. See Note 4: Debt to our audited consolidated financial statements for fiscal years ended December 31, 2020 and 2019 included elsewhere in this prospectus.

Our principal commitments consist of obligations under our operating leases. The following table sets forth our principal commitments as of March 31, 2021:

(\$ in millions)	Payments due by period				
	Total	Less than 1 year	1- 3 years	4- 5 years	More than 5 years
Operating lease obligations	\$10.8	\$ 3.3	\$ 6.3	\$ 1.2	—

The commitment amounts in the table above are associated with contracts that are enforceable and legally binding and that specify all significant terms. The table above does not include obligations under agreements that we can cancel without a significant penalty.

### **Off-balance sheet arrangements**

We did not have any off-balance sheet arrangements in 2020, 2019, or the three months ended March 31, 2021.

## **Quantitative and qualitative disclosures about market risk**

Market risk represents the risk of loss that may impact our financial position due to adverse changes in market prices and rates. Our market risk exposure is primarily a result of fluctuations in foreign currency exchange rates and interest rates.

### **Exchange rate risk**

We operate globally and, as such, we are subject to foreign exchange risk in our commercial operations, as well as in our investments and borrowings. Our functional currency is the Korean Won and most of our operations and revenues are in U.S. dollars. Our investments in our non-Korean subsidiaries are also subject to currency risk. We seek to manage our foreign exchange risk, in part, through operational means, including managing same-currency revenues in relation to same-currency costs, and same currency assets in relation to same-currency liabilities. Where foreign exchange risk cannot be mitigated through operational means, we may use foreign currency forward-exchange contracts or swaps to manage that risk. The fair values of our financial instruments are analyzed at year-end to determine their sensitivity to foreign exchange rate changes. In this sensitivity analysis, assuming that a change in one currency's rate relative to the U.S. dollar would have an effect on another currency's rates relative to the U.S. dollar, if the U.S. dollar were to appreciate against the Korean Won by 10%, as of March 31, 2021, the expected adverse impact on our net income would not be significant.

### **Interest rate risk**

We are subject to interest rate risk on our borrowings. We manage interest rate risk in the aggregate, focusing on our immediate and intermediate liquidity needs. We borrow mainly on a long-term, fixed-rate basis. The fair values of our financial instruments are analyzed at year-end to determine their sensitivity to interest rate changes. In this analysis, and assuming a shift in the interest rate curve for all maturities and all instruments, if there were a 100 point decrease in interest rates as of March 31, 2021, the expected adverse impact on our net income would not be significant.

## **Critical accounting policies and estimates**

Our significant accounting policies are set forth in Note 2 to our audited consolidated financial statements, which are included in this prospectus. The preparation of our consolidated financial statements requires our

management to make critical estimates and assumptions that affect the amounts reported in our consolidated financial statements. These estimates and assumptions are periodically re-evaluated by management and are based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. Actual results may differ significantly from those estimates and assumptions.

We have identified the following accounting policies as the most critical to an understanding of our financial position and results of operations, because the application of these policies requires significant and complex management estimates, assumptions and judgments, and the reporting of materially different amounts could result if different estimates or assumptions were used or different judgments were made:

**Revenue recognition**

In May 2014, the Financial Accounting Standards Board (“FASB”) issued an Accounting Standards Update (“ASU”) amending revenue recognition guidance and requiring more detailed disclosures to enable users of financial statements to understand the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. We refer to this standard as ASC 606.

We adopted ASC 606 on January 1, 2018 for all revenue contracts with our customers using the modified retrospective approach. The adoption of ASC 606 had no impact on our consolidated financial statements other than incremental disclosures provided herein.

Our social and mobile apps operate on a free-to-play model, whereby game players may collect virtual currency free of charge through the passage of time or through targeted marketing promotions. If a game player wishes to obtain virtual currency above and beyond the level of free virtual currency available to that player, the player may purchase additional virtual currency. Once a purchase is completed, the virtual currency is deposited into the player’s account and is not separately identifiable from previously purchased virtual currency or virtual currency obtained by the game player for free.

Once obtained, virtual currency (either free or purchased) cannot be redeemed for cash nor exchanged for anything other than gameplay within our apps. When virtual currency is played on any of our games, the game player could “win” and would be awarded additional virtual currency or could “lose” and lose the future use of that virtual currency. We have concluded that our virtual currency represents consumable goods, because the game player does not receive any additional benefit from the games and is not entitled to any additional rights once the virtual currency is substantially consumed.

Control transfers when the virtual currency is consumed for gameplay. We recognize revenue from player purchases of virtual currency based on the consumption of this currency. We determined through a review of play behavior that game players generally do not purchase additional virtual currency until their existing virtual currency balances have been substantially consumed.

Based on an analysis of customers’ historical play behavior, purchase behavior, and the amount of virtual currency outstanding, we are able to estimate the rate that virtual currency is consumed during gameplay. Accordingly, revenue is recognized using a user-based revenue model with the period between purchases representing the timing difference between virtual currency purchase and consumption. This timing difference is relatively short.

We continuously gather and analyze detailed customer play behavior and assess this data in relation to our judgments used for revenue recognition.

We generate a small portion of our revenue from subscription services. All monthly subscription fees are prepaid and non-refundable for a one-month period and auto-renew until the end customer terminates the service with the platform provider the subscription services originated. The subscription revenue is recognized

on a daily basis beginning on the original date of purchase and has no impact on a customer purchased virtual currency.

***Goodwill and indefinite-lived intangible assets***

Goodwill consists of the excess of the purchase price over the fair value of identifiable assets acquired and liabilities assumed in a business combination. Our indefinite-lived intangible assets were acquired in a business combination and recorded at fair value.

We assess the carrying value of our goodwill and other indefinite-lived assets for potential impairment annually as of October 1, or more frequently if events or changes in circumstances indicate that the carrying value of the asset may not be recoverable.

When assessing goodwill for impairment, we may elect to first utilize a qualitative assessment to evaluate if a more detailed quantitative impairment test is necessary. An impairment charge is recorded based on the excess of the reporting unit's carrying amount over its fair value. In determining fair value of our reporting unit in connection with our annual goodwill impairment test, we perform a blended analysis of the present value of future discounted cash flows and a market valuation approach. The discounted cash flows model indicates the fair value of the reporting unit based on the present value of the cash flows that we expect the reporting unit to generate in the future. The market valuation approach indicates the fair value of the business based on a comparison of the Company to comparable publicly traded firms in similar lines of business.

In determining fair value of indefinite-lived intangible assets for purposes of our annual impairment test, we use the relief-from-royalty method. This method assumes that the trade name and trademarks have value to the extent that their owner is relieved of the obligation to pay royalties for the benefits received from them. The amount of impairment of indefinite-lived intangible assets is measured by the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset.

We have identified a single reporting unit based on our management structure. There were no impairments of our indefinite-lived intangible assets or goodwill to date.

***Finite-lived intangible assets***

Intangible assets acquired separately are measured on initial recognition at cost. The cost of intangible assets acquired in a business combination is their fair value at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.

Finite-lived intangible assets are amortized over their useful economic life and assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is determined by comparing the forecasted undiscounted net cash flows of the operating to which the assets relate to the carrying amount. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortization period or method, as appropriate, and are treated as changes in estimates.

The amortization expense on intangible assets with finite lives is recognized in the statement of income and comprehensive income in depreciation and amortization.



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A summary of the amortization period applied to the Company's finite-lived intangible assets is, as follows:

	<b>Useful life</b>
Purchased developed technology	5 years
Development costs	3 years
Software	4 years
Customer relationships	4 years

Development costs for new app development are capitalized and recognized as an intangible asset when the preliminary development stage has been completed, management commits to funding the project, it is probable that the project will be completed, and the software will be used for its intended function.

Following initial recognition of the development costs as an asset, the asset is carried at cost less any accumulated amortization and accumulated impairment losses. Amortization of the asset begins when development is complete, and the asset is available for use. It is amortized over the period of expected future benefit. Amortization is recorded in depreciation and amortization.

### **Recent accounting guidance**

#### ASU No. 2017-11

The Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2017-11, "Earnings Per Share (Topic 260); Distinguishing Liabilities From Equity (Topic 480); Derivatives and Hedging (Topic 815): (Part I) Accounting for Certain Financial Instruments with Down Round Features, (Part II) Replacement of the Indefinite Deferral for Mandatorily Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatorily Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatorily Redeemable Noncontrolling Interests with a Scope Exception" in 2017 that simplifies the guidance for equity-linked financial instruments (free-standing or embedded) with down-round features that reduce the exercise price when the pricing of a future round of financing is lower. The standard was effective for us beginning January 1, 2020, with early adoption permitted. We early-adopted the standard using a full retrospective approach effective January 1, 2017.

In May 2017, we issued an aggregate principal amount of KRW210 billion (US\$186.4 million) of 2.5% Convertible Bonds due 2024 and aggregate principal amount of KRW90 billion (US\$79.9 million) of 2.5% Non-convertible Bonds due 2024 with detachable warrants to purchase 306,540 shares of our common stock at an initial conversion price of KRW293,600 (US\$261) per share. Both the 2.5% Convertible Bonds and the detachable warrants contain a provision commonly referred to as "down-round" protection, as well as certain standard anti-dilution provisions.

The warrants were not considered liabilities within the scope of ASC 480. In addition, they also met both the requirements of (1) being considered indexed to the Company's own stock and (2) the qualifications for equity classification. Therefore, the warrants were recorded within stockholders' equity. There are no provisions pursuant to which the Company could be obligated to pay cash or other assets to settle the warrants; settlement is in shares only, and all settlement provisions contemplate payment of an amount based on the difference between the fair value and a fixed exercise price for a fixed number of shares; subject to down-round and standard anti-dilution adjustments. Due to the adoption of ASU 2017-11, the presence of the down-round protection feature of the warrants does not preclude equity classification. Instead, the down-round protection feature of the warrants would be recognized as a dividend and as a reduction of income available to common shareholders, which would result in a reduction to our basic net income per share when triggered. As we apply the treasury stock method for calculated diluted earnings per share, this amount would be added back to income available to common stockholders.

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The 2.5% Convertible Bonds (and the 2.5% Non-convertible Bonds) are not within the scope of ASC 480 and are not required to be accounted for at fair value. In addition, the Company elected to not carry the Bonds at fair value.

The Company evaluated the terms of the 2.5% Convertible Bonds in accordance with ASC Topic No. 815–40, “Derivatives and Hedging — Contracts in Entity’s Own Stock” and determined that the underlying common stock is indexed to our common stock. We determined that the embedded conversion and other features did not meet the definition of a liability and therefore did not bifurcate the conversion and other features and account for it as a separate derivative liability. In addition, the 2.5% Convertible Bonds contain a contingent beneficial conversion feature that may be triggered if the conversion price is reduced upon a down-round in the future, subject to accounting under ASC 470-20-25-6.

### Leases

The FASB issued ASU No. 2016-02, Leases (Topic 842), in 2016. ASU 2016-02 combined with all subsequent amendments (collectively, “ASC 842”) requires balance sheet recognition for all leases with a lease term greater than one year to be recorded as a lease liability, on a discounted basis, with a corresponding right-of-use-asset. This guidance also expands the required quantitative and qualitative disclosures for lease arrangements and gives rise to other changes impacting certain aspects of lessee and lessor accounting. We adopted ASC 842 as of January 1, 2019 and applied the lessee package of practical expedients.

### Financial instruments — credit losses

The FASB issued ASU No. 2016-13, “Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” in June 2016, and has since modified the standard with several ASUs (collectively, the “new credit loss standard”). The new credit loss standard replaces the incurred loss impairment methodology in current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. For our impacted instruments, which include accounts and other receivables, we are required to use a forward-looking expected loss model rather than the incurred loss model for recognizing credit losses which reflects losses that are probable. The new guidance was effective for us beginning January 1, 2020. The adoption of this guidance did not have a material effect on our consolidated financial statements.

### Fair value measurements

In August 2018, the FASB issued ASU No. 2018-13, “Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement.” The new guidance amends the disclosure requirements for recurring and nonrecurring fair value measurements by removing, modifying, and adding certain disclosures on fair value measurements in ASC 820. The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty are applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented upon their effective date. The new guidance was effective for us beginning January 1, 2020. The adoption of this guidance did not have a material effect on our consolidated financial statements, and we do not expect it to significantly impact future consolidated financial statements.

### Income taxes

In December 2019, the FASB issued ASU 2019-12, which is intended to simplify the accounting for income taxes. This update removes certain exceptions to the general principles in Topic 740 and clarifies and amends existing

guidance to improve consistent application. Early adoption of the new standard is permitted for companies for periods for which financial statements have not yet been issued. We adopted this new guidance on January 1, 2020, and it did not have a material effect on our consolidated financial statements.

## **Emerging growth company status**

We are an “emerging growth company,” as defined in Section 2(a) of the JOBS Act. As such, we are eligible to take advantage of specified reduced reporting and other requirements that are otherwise applicable generally to SEC reporting companies. For so long as we remain an emerging growth company we will not be required to, among other things:

- present more than two years of audited financial statements and two years of related selected financial data and management’s discussion and analysis of financial condition and results of operations disclosure in our registration statement of which this prospectus forms a part;
- have an auditor report on our internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act;
- disclose certain executive compensation related items; and
- seek shareholder non-binding advisory votes on certain executive compensation matters and golden parachute arrangements, to the extent applicable to our Company as a foreign private issuer.

We have elected to adopt the reduced disclosure requirements available to emerging growth companies. As a result of these elections, the information that we provide in this prospectus may be different than the information you may receive from other public companies in which you hold equity interests. If some investors find our securities less attractive as a result, there may be a less active trading market for our securities and the prices of our securities may be more volatile.

The JOBS Act also permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We have elected to use the extended transition period for complying with new or revised accounting standards under Section 102(b)(2) of the JOBS Act. This election allows us to delay the adoption of new or revised accounting standards that have different effective dates for public and private companies until those standards apply to private companies. As a result, our financial statements may not be comparable to companies that comply with public company effective dates.

We will remain an emerging growth company until the earlier of (i) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least \$1.07 billion, or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common shares that are held by non-affiliates exceeds \$700 million as of the prior June 30th, and (ii) the date on which we have issued more than \$1.0 billion in non-convertible debt during the prior three-year period.

# Our business

## Overview

Our mission is to become one of the world's leading global gaming companies by delivering differentiated content and playing experiences to our players.

We are a leading developer and publisher of digital games on mobile and web-based platforms. We are the creators of multi-format interactive entertainment experiences for casual players. Our flagship game, *DoubleDown Casino*, has been in the top 20 grossing mobile games annually on Apple App Store since 2016, according to *App Annie*.

We have been an early pioneer in the social casino gaming segment of casual gaming and were among the initial publishers to launch a social casino game on the Facebook platform in 2010 with the release of *DoubleDown Casino*. As the market has shifted materially to mobile platforms in recent years, we have also embraced new distribution channels for our games, which have significantly expanded our overall reach and market opportunity. Our games attract players of social casino and casual games, and have been installed over 115 million times to date. During 2020, an average of 2.9 million players played our games each month, and for the three months ended March 31, 2021, an average of over 2.6 million players played our games each month.

Our market opportunity includes casual gaming globally, which includes slots, puzzle, card, match three and other similar games. *Eilers & Krejcik* estimated that the global market for mobile casual games was \$25.7 billion in 2020, an increase of approximately 25% from 2019. Within the social casino segment of casual gaming, which includes free-to-play online slots, poker, table games, and bingo, *DoubleDown Casino* was ranked third among the top game titles by revenue during 2020, according to *Eilers & Krejcik*. The global social casino market was \$7.0 billion in 2020, and is estimated to grow at 4.2% over the next four years to reach \$8.6 billion by 2025, according to *Eilers & Krejcik*. As one of the leading players in social casino today, we believe we are well-positioned to combine our social casino expertise with additional game elements to deliver entertaining playing experiences for our players.

We believe that success in casual gaming requires a combination of creativity and data science to acquire, engage and retain players. We have a deep understanding of our players which allows us to hone our game development, content strategy, and live game operations. Our all-in-one approach that combines numerous pieces of content within a single game streamlines the player experience while our best-in-class gaming elements, including graphics, user interface, and meta-features, such as daily challenges and loyalty programs, keep our players engaged. Collectively, our players exhibit higher monetization compared to that of our social casino peers, which we believe reflects our successful approach. Our ARPDAU was \$0.83 during 2020, higher than the \$0.58 average of three primary social casino peers in the same period based upon data from *Eilers & Krejcik* and the \$0.02 median for all mobile games during the second quarter of 2019 according to *Game Analytics*.

We believe our access to content is among the broadest in the gaming industry. In addition to our internally-developed content, we also have access to content from IGT, one of the largest casino equipment suppliers in the world, and creator of well-known slot games such as *Cleopatra*, *Wolf Run*, and *Megabucks*, as well as from DoubleU Games, our controlling shareholder and a leading developer and publisher of social casino games based in Korea. Since 2008, we have had access to over 2,000 slot titles through our partnerships with IGT and DUG and we have internally developed a catalogue of 27 original slot titles. We continue to provide our players with a superior gaming experience by leveraging our three content pillars: DDI, IGT, and DUG.

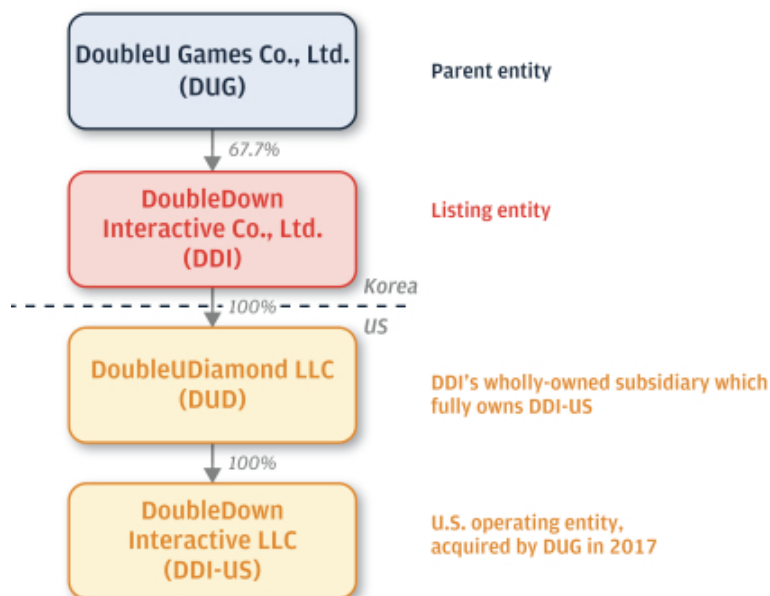
Our financial performance has benefitted from the differentiated way in which we approach our market opportunity. Our revenue was \$358.3 million in 2020, up from \$273.6 million in 2019. Approximately 86.3% of our revenue in 2020 was generated from the United States. Our net income was \$53.6 million in 2020, up from \$36.3 million in 2019. Our Adjusted EBITDA was \$120.3 million in 2020, up from \$101.7 million in 2019, with an

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Adjusted EBITDA margin of 33.6% and 37.2%, respectively. Our revenue was \$96.7 million for the three months ended March 31, 2021, up from \$76.1 million for the three months ended March 31, 2020. Our net income was \$19.4 million for the three months ended March 31, 2021, up from \$12.9 million for the three months ended March 31, 2020. Our Adjusted EBITDA was \$33.1 million for the three months ended March 31, 2021, up from \$25.4 million for the three months ended March 31, 2020, with an Adjusted EBITDA margin of 34.2% and 33.4%, respectively. See “Management’s discussion and analysis of financial condition and results of operations—Other key performance indicators and non-GAAP metrics and trends” for a description of Adjusted EBITDA, For a reconciliation of Adjusted EBITDA to net income, the most directly comparable financial measure calculated in accordance with U.S. GAAP, see “Selected consolidated financial information and operating data—Reconciliation of non-GAAP measures.”

## The roots of our business

Our Company was originally established as The8Games Co., Ltd., in Seoul, Korea in 2008, an interactive entertainment studio focused on the development and publishing of casual games and mobile applications. In 2016, DUG acquired a controlling stake in our Company and the remaining stake was acquired by DUG in 2017, making us a wholly-owned subsidiary. Later in 2017, DUG also acquired DDI-US through our Company, believing that our strengths are highly complementary to DDI-US for creating more powerful social casino gaming content. We hold DDI-US through DUD, which is our wholly-owned subsidiary that fully owns DDI-US. We changed our name to DoubleDown Interactive Co., Ltd. in December 2019.



Through the acquisition of DDI-US, we have transformed into one of the world’s leading social casino publishers. DDI-US, our principal operating subsidiary, has been one of the early pioneers of social casino games on mobile and web-based platforms since the origination of the genre in the late-2000s. DDI-US was founded in 2010 with the launch of its flagship game, *DoubleDown Casino*. The company was among the initial publishers to launch a social casino game on Facebook, where *DoubleDown Casino* rapidly gained popularity and became the fourth most user-recommended Facebook game across all genres in 2011, according to Facebook. *DoubleDown Casino* was subsequently launched on the Apple and Google platforms in 2012, which greatly expanded its distribution and player reach. In addition to being an industry pioneer, DDI-US has also

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proven to be an early innovator. For example, DDI-US was among the first to leverage authentic land-based content in mobile and web-based games. DDI-US was also the first to introduce a tournament feature with the introduction of *Social Slot Tournament* in 2011, which offered a real-time competitive environment for players to play against other players instead of against the house. With constant innovation, our games continue to perform well over time.

Prior to our acquisition of DDI-US in 2017, it had been a wholly-owned subsidiary of IGT since 2012, which at the time was the global leader in the design, development, and manufacture of gaming machines. Following IGT's acquisition, DDI-US began to leverage IGT's expansive selection of land-based casino content, which we continue to utilize through a licensing agreement, to release proven slot titles that enrich the authentic playing experience of our games.

Since our acquisition of DDI-US in 2017, DUG has brought our Company powerful casino content and the operating expertise of an early mover and leader in social casino gaming. DUG's strong execution capabilities in post-merger integration have delivered a seamless assimilation post-acquisition and optimized synergies. Particularly, DUG's operating know-how has helped us enhance our data analytics, incorporate best-in-class meta-features into our games, and develop more efficient marketing and user acquisition capabilities.

Our proprietary capabilities, coupled with our access to IGT's content and DUG's content and capabilities, give rise to three fundamental pillars through which we provide our players with high-quality content and superior gaming experiences.



- *Proven creative and technological competencies of DDI:* We have a sophisticated approach in developing original slot content and have demonstrated our innovation and creativity across social casino and casual mobile games. Furthermore, our centralized slot research and development function can quickly and efficiently incorporate slot content from IGT and DUG through a process known as “porting,” in which existing slot content from a third-party library is adapted into our games. Our technological competencies extend to live game operations, our use of data and analytics to tailor the gaming experience on a player segment-specific level to improve user acquisition, drive increased gameplay, and boost player spending in the in-game economy.
- *Proven authentic land-based content from IGT:* IGT offers us access to over 2,000 slot titles that we can port into our games. We closely monitor their land-based market performance and select top-performing titles to incorporate into our games. Content from IGT features iconic slot titles and authentic casino gameplay

mechanics that appeal to a large audience of loyal players, with a particular focus on those who enjoy land-based slot machines. Current and future land-based slot titles from IGT provide a large and growing pipeline of slot content.

- *Exclusive original social casino content and proven execution capabilities from DUG:* DUG has built a collection of over 300 original slot titles that have been optimized for social casino experiences. We have exclusive access to DUG's growing slot content that appeals to both authentic and casual players. In addition, DUG provides expertise in operating social casino mobile games, which enables us to improve execution across numerous aspects of our business including game development, marketing and user acquisition, and live game operations.

### **Industry overview and market opportunity**

Gaming has gained widespread popularity over the last decade and has become one of the largest forms of entertainment globally. Consumer spending on gaming was projected to be approximately \$159 billion in 2020, according to data from *Newzoo 2020*, which would be more than four times the actual combined consumer spending in 2020 on music and at the global cinematic box office, \$23.1 billion and approximately \$13 billion, respectively, according to *MIDiA* and *Omdia*. As consumers spend an increasing amount of time and money on digital devices, digital gaming has become the fastest growing segment within gaming according to *ResearchandMarkets.com*. According to *Newzoo 2020*, it was estimated that there will be 2.7 billion gamers in 2020. This has been driven by a number of technology and consumer trends:

- *Growth of mobile platforms and entertainment increasingly consumed through mobile.* According to data from *Newzoo Online*, the number of active smartphone users globally was expected to grow by 7.8% to 3.6 billion users in 2020. According to data from *eMarketer*, an average U.S. adult spent an average time of 4 hours and 30 minutes per day on a smartphone (non-voice) in 2020; time spent on consuming content via mobile devices was expected to surpass time spent watching TV for the first time in 2019. We believe this trend presents an opportunity for greater engagement with players on mobile devices.
- *Role of app stores as distribution and payment gateways.* Developers are now able to distribute apps to global audiences and regularly update the apps with new content and features. App stores are now a popular destination for users to find and access content, and also serve as integrated payment systems where users can conveniently make purchases in a trusted and secure setting. According to *Sensor Tower*, mobile games accounted for 71.7% of total revenue worldwide across Apple App Store, Google Play Store, and other third-party platforms in 2020.
- *Success of the free-to-play model has widened appeal of gaming to the masses.* Free-to-play games have significantly increased the revenue potential of mobile and web-based games by eliminating upfront barriers and facilitating purchases throughout the player lifecycle. Free-to-play games allow for a wider audience, increasing the number of potential paying players and enhancing the overall game experience by facilitating greater social interaction among players. Through offering a variety of in-game purchase options, players can spend according to their entertainment value derived from the game which allows developers to maximize revenue from their existing player base.

We also believe that the competencies required to succeed in the market have evolved:

- *Scale is increasingly important.* While developer tools and app store distribution have lowered the technical barriers to entry, long-term success generally favors larger gaming companies. Only a small fraction of games reaches meaningful scale. Through 2019, only 1,121 games of more than a million games available on Google Play Store and Apple App Store generated over \$5 million of revenue, according to *App Annie*. As games compete for limited playing time, gaming companies with an ability to invest significant amounts of resources to marketing, research and development, and ongoing costs are able to improve the probability of

success. There is also a virtuous cycle whereby top-ranked games drive greater organic growth, which promotes higher social engagement and sharing. This translates to a potential larger player base which provides more data from which more effective user acquisition and engagement strategies can be formulated.

- *Content is a key differentiator.* Gaming companies face significantly higher costs to develop, market, and operate games. As greater resources are invested in these games, players have become more engaged and deeply invested in the games they play, resulting in higher switching costs. We believe both new and existing games have shown a higher inclination towards proven and recognizable content as a key form of differentiation to improve the likelihood of success in the long-term.
- *Increasing longevity of games.* Games have evolved into services, significantly extending the lifecycles of successful games. According to data from *SensorTower and Cowen and Company*, the top 20 grossing games on Apple App Store were first released an average of over four years ago. It is generally considered more efficient to grow an existing game with an established player base than to develop a new game and acquire players. Facilitated by a shift in monetization strategy towards more in-game purchases, greater ability to update games post-launch via app store platforms, and the incorporation of social aspects into the games, players stay engaged longer, which in turn drives higher and more stable monetization. As the lifecycles of games continue to increase, we believe that strong, data-driven live operations capabilities are crucial to optimize games to drive long-term and sustainable value.

We believe that our market opportunity includes casual gaming globally, which includes slots, puzzle, card, match three and other similar games. *Eilers & Krejci* defines casual games as games that have simple decision-making with the ability for players to start or stop playing at any time without heavily impacting the overall experience. *Eilers & Krejci* estimated that the global market for mobile casual games was \$25.7 billion in 2020, an increase of approximately 25% from 2019. The global social casino market was \$7.0 billion in 2020, and is estimated to grow at 4.2% over the next four years to reach \$8.6 billion by 2025, according to *Eilers & Krejci*. We believe that casual and social casino genres are converging, blending elements into new games. As one of the leading players in social casino gaming today, we believe we are well-positioned to combine our social casino expertise with additional game elements to deliver entertaining playing experiences for our players. Our management and development teams have experience developing both social casino and casual games.

### **Our value proposition to players**

Each of our games is targeted at a broad and diverse set of players, ranging from social casino enthusiasts to casual gamers. Our games are evergreen in nature, in known formats, self-directed in pace and session length, and incorporate a regular cadence of in-game events. We believe that our gameplay style unlocks an audience that has historically been underserved by gaming, as our data reflects our average player skews female, older, and with higher income compared to the gaming industry average according to data from the *Entertainment Software Association*, thereby potentially supporting higher retention and monetization.

While the majority of our players engage with our authentic land-based casino content, we believe significant opportunity exists in broader casual and social segments. Our all-in-one approach to each game allows for all types of players to engage with our content within the same game. In addition, we believe that engaging graphics, innovative meta-features, and a mobile-first experience will expand the range of player segments we address. Our diversity of content within one game, ranging from authentic to casual, appeals to numerous types of players. Our longest-standing game, *DoubleDown Casino* contains over 200 titles.



## Our All-in-One Approach



We believe that our games offer a compelling value proposition to players that drives their loyalty and continued engagement and monetization:

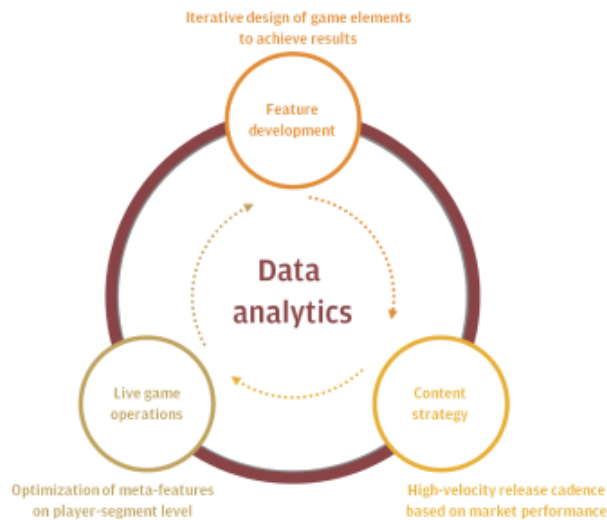
- **Proven library of content:** We have a diverse library of content to entertain and engage players, including proven social casino gaming content developed by DUG; authentic, land-based casino content from IGT; and innovative, original content developed internally. DUG and IGT's content libraries include widely-known titles with strong player affinities that drive player interest and engagement. The breadth of our content allows us to target a wide spectrum of player segments. Based on continual analysis of in-market performance of DUG titles and IGT land-based machines, we are able to carefully select top performing content to port to our games.
- **Cross-platform playability:** Our players can play our games anytime and anywhere on mobile and web-based platforms. Our games are available on all major platforms including Apple App Store, Facebook, Google Play Store, and Amazon Appstore. The accessibility of our games allows players to engage with our content in their preferred format.
- **All-in-one approach:** Each of our games provides a one-stop shop for gaming entertainment with diversified content. We believe that users prefer fewer apps on their smartphones, not more. According to a 2017 *comScore* study, smartphone and tablet users, age 18 or older, spent 96% of their time on their personal top ten apps. To play a multitude of our content, players are only required to download one game. The content choices available within each game allow the player to tailor the experience to their preferences, and the unified environment lowers the barrier to new content discovery, enhancing entertainment and engagement for our players. Additionally, players are able to earn rewards and spend currency in one environment rather than being fragmented across multiple apps, thereby enhancing loyalty.
- **Enhanced player experience:** Our social casino games are designed to deliver a best-in-class mobile gaming experience, including engaging graphics, user interface and meta-features. For example, features such as *DoubleDown Casino's* Megabucks room give players an opportunity to win large jackpots while playing iconic, authentic slots.

### Our data-driven approach

We employ a data-driven approach throughout our business, from new game strategy to live operations of existing games. We have been operating in this manner for over ten years, and have developed a system of

analysis leveraging our longevity and depth of player information. Our analytic capabilities allow for real-time and more accurate analysis, thereby reducing our reliance on third-party providers. We continually analyze and test granular changes to features, content, and live game operations to hone our offering.

## Proprietary data insights and analytics



### **Feature development**

We build features that are designed to enhance the gaming experience for our players and drive engagement and monetization. Prior to full launch, we employ a variety of testing processes, including alpha testing, beta testing, and targeted launches, to estimate granular impacts on player behavior. Based on our analysis of test results, we are able to predict whether implementation of the feature will drive increased playing time or session frequency, or generate additional purchases in the in-game economy for particular player segments. We hone our features in an iterative process prior to full release. We develop features to continue to grow our player base, increase our current players' engagement with our games, and boost player monetization within our games. For example, to drive higher monetization of players, we tested an enhanced jackpot feature designed to provide greater jackpot wins during a limited period of time. Our testing confirmed that such a feature motivated higher wager levels and related purchases. As a result, the Jackpot Happy Hour feature was introduced to all players in *DoubleDown Casino*.

### **Content strategy**

We release new content with a high velocity cadence, typically every 1.5 weeks. Fresh content is important in heightening player engagement, providing new opportunities for players to utilize virtual chips, and motivating additional purchases. We continually analyze in real-time how our slot titles are performing across our games to provide insights into which content in our development pipeline is optimal to introduce next. We extend our performance analysis to all in-market titles, and our development speed enables us to be a fast-follower for any type of content gaining traction in the market. If our data analytics show a particular style of content driving increases in monetization or number of playing sessions per player, we believe we can quickly and efficiently introduce related content. For example, our decision to expand the scope of our content beyond authentic slot

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titles to include more original social casino content was based on the strong positive data trends seen in the performance of initial content launches of this type.

### ***Live game operations***

We use our data and analytics to tailor the application of meta-features on a player segment-specific level to improve user acquisition, drive increased gameplay, and boost spend in the in-game economy. Based on our real-time analysis of how a specific player reacts to specific changes in gameplay mechanics or communications, we can tailor the gaming experience of the player or the special offers the player receives. We can utilize these insights to optimize our user acquisition spend, gameplay mechanics, and monetization efforts to other players with similar behavior. Our customized analytics improve over time as we optimize these live operations functions daily. Our data-driven live game operations is a core capability that we believe helps to boost our marketing efficiency and increase engagement and monetization of existing players. For example, we are able to deliver optimized purchase offers to first-time payers based on initial playing behavior of each new player cohort.

## **Our strengths**

### ***All-in-one strategy offers scalability, player insights, and operational efficiency***

Our all-in-one approach allows our players to access our extensive library of slot content through a single game download. We believe that by consolidating players of multiple slot titles into fewer games, we have built a larger and more connected player base, fostering a stronger sense of loyalty among players and promoting higher levels of engagement with our content. Additionally, we believe that the singular environment of our games facilitates discovery of new content and leads to increases in the number of playing sessions over time. For 2020, the average number of playing sessions per day increased 12.7% compared to 2019.

The all-in-one approach provides an enhanced understanding of our players as all of their behaviors take place within the same game. We leverage our proprietary, in-house developed analytic tools to capture rich data insights we can leverage throughout our entire game development and operation process. Additionally, our players self-select slot content that they want to play within our game, thereby revealing their preferences and playing style over time, which we can utilize to effectively introduce new content and features for further monetization opportunities.

By centralizing our content into fewer games, we can also adopt a more focused and efficient approach to user acquisition. Our all-in-one approach improves our marketing efficiency, promotes awareness of our games, and reduces cannibalization across multiple games.

### ***Access to deep content libraries and proven track record of developing new content***

We believe our content library, underpinned by our three pillars for content access and development, is among the deepest in casual gaming and allows us to target a wide audience of players globally. We have access to hundreds of highly recognizable, branded land-based slot titles through our partnership with IGT which enables us to deliver an authentic casino floor experience to our players. In addition to deep content libraries of IGT-developed slots such as *Cleopatra*, *Wolf Run*, and *Megabucks*, the IP License Agreement with IGT allows us to gain access to other iconic third-party slots, such as *Wheel of Fortune*. Our parent company, DUG, also has deep experience in developing social casino games. More than 300 titles are available to us exclusively, further enriching our content library. Both IGT and DUG's content further extends the range of player segments we can address, which we believe is a competitive advantage over our peers.

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In addition to IGT and DUG content, our in-house research and development team develops proprietary slot content. Collectively, we have had access to over 2,000 slot titles through our partnerships with IGT and DUG and we have internally developed a proprietary catalogue of 27 original slot titles.

### ***Comprehensive player lifecycle management***

We employ a rigorous, data-driven approach to player lifecycle management from user acquisition to ongoing engagement and monetization. We use internally-developed analytic tools to segment and target players and to optimize user acquisition spend across multiple channels. Once a player is acquired, our proprietary analytic tools dissect their playing behavior on a granular level. We build a sophisticated understanding of our players that allows us to tailor game mechanics, features, and offers to drive increased gameplay or number of playing sessions. Greater engagement from our players has a flywheel effect of further improving our data analytics and ability to retain those players through customized game elements. As the players progress in their lifecycle, we also use our data analytics capabilities to boost monetization. We strategically deploy personalized special offers and tune gameplay to drive additional player spend. We believe our comprehensive, data-driven approach to managing players throughout the entirety of their lifecycle drives better monetization than our competitors, resulting in ARPDAU of \$0.83, higher than the average of three primary social casino peers of \$0.58 based upon data from *Eilers & Krejciak*, during 2020, and the \$0.02 median for all mobile games during the second quarter of 2019 according to *Game Analytics*.

### ***Robust technology platform***

We operate on a centralized, cloud-based technology platform which enables us to consistently launch high-quality slot content and operate our games on a global level. Our robust infrastructure allows us to capture and analyze player data in real-time, which fuels our development and operations. In addition, we have proprietary porting capabilities that allow us to implement content from DUG and IGT quickly and efficiently, which enables our high velocity approach to content development. Our shared code base also increases speed to market for new content, features, and services while minimizing development costs, as we are able to roll-out software and content updates across all of our games simultaneously. Lastly, our high-capacity servers minimize loading time and service outage risks, contributing to a streamlined and consistent gaming experience for our players.

### ***Deep talent pool and shareholder support***

We have a global development team with extensive experience across multiple geographies and functions. Our management team and employee base have a proven track record of creating and scaling social casino and casual games. For example, in 2016, our senior management launched *Catch Monsters*, a casual game for the Facebook platform. Our talent pool of 231 employees is comprised of more than 164 engineers, creative artists, product managers, data scientists and market researchers. We also benefit from our controlling shareholder DUG, a leader in the social casino gaming industry, with whom we regularly engage to share best practices.

## **Our strategies**

### ***Maximize***

We plan to develop new content and features within our existing games to grow the number of active players in our existing player segments. We intend to improve engagement and monetization of our existing players by leveraging enhanced data insights gained from our analytic capabilities. In addition, we aim to utilize our rich data to hone our development, marketing, and live game operations efforts to drive additional player engagement and monetization. We also aim to efficiently deploy our marketing spend to attract new players to our platform for both our existing games and future new games in our existing gaming categories.

**Expand**

We intend to build, launch and scale additional games in adjacent gaming segments using our skilled and experienced creative and technical experts many of who have worked on successful mobile games outside social casino. This includes expansion into new gaming categories such as action role-playing games, or RPG, casual casino, and hyper-casual to capture an increased share of the fast-growing mobile games market. We currently expect to open-beta launch our action RPG game, *Undead World: Hero Survival*, in the United States and Canadian markets during 2021, subject to market conditions. In addition, we expect to open-beta launch our new casual casino game, *Project G*, by the first half of 2022. We believe we can further leverage our existing content to grow in regions that share familiarity with our current content and gameplay features, such as Australia and Western Europe.

**Undead World: Hero Survival**



Start screen



Lobby



In-game screen

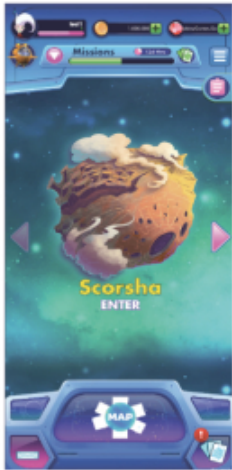


Various in-game content

**Project G**



Start screen



Lobby



Slot game start screen



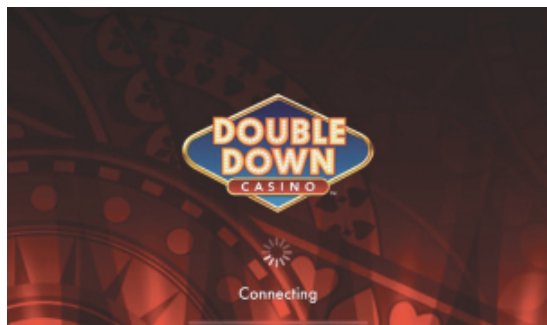
Daily mission

## Acquire

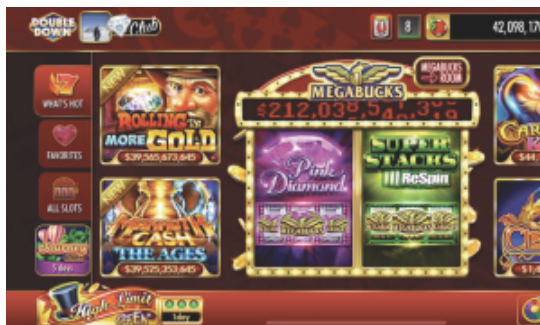
We intend to pursue selective merger and acquisition opportunities to expand our capabilities and grow our industry and geographic footprint. Our management team has a demonstrated track record of execution and integration for strategic mergers and acquisitions, having been successful in integrating content and capabilities from our controlling shareholder, DUG. We believe we can further maximize the value of acquired assets by leveraging our scalable platform and deep talent pool.

## Our games

*DoubleDown Casino* (launched in April 2010)



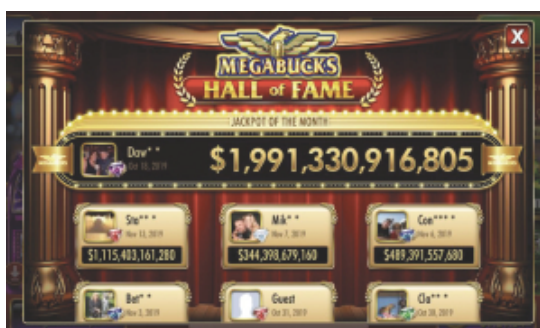
**Start screen**



**Lobby**



**Slot game start screen**

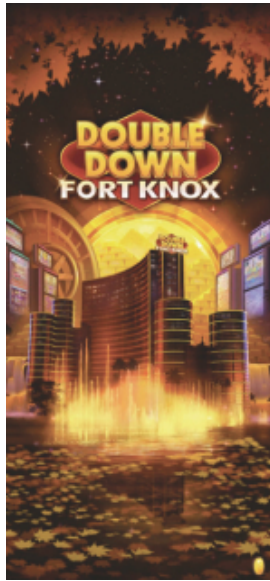


**Hall of Fame History showing player ranking**

*DoubleDown Casino*, our flagship game, targets social casino gamers who value authentic Vegas-style gameplay. The game replicates the land-based casino environment and utilizes our internally-developed slot titles, as well as those from IGT and DUG. A pioneer in the social casino gaming industry, *DoubleDown Casino* was first introduced in April 2010 on Facebook and achieved 10 million cumulative downloads in just 23 months. In February 2012, the *DoubleDown Casino* mobile app was launched on Apple App Store, Google Play Store, and Amazon Appstore. In 2018, we fully renewed the game by incorporating additional content, including from DUG, along with additional engaging in-app features such as High Limit Room, Jackpot Happy Hour, vouchers and coupon systems, and more granular membership segmentation. *DoubleDown Casino* features 245 free-to-play slots as of March 31, 2021. Almost a decade after its initial launch, *DoubleDown Casino* remains one of the most recognized social casino games, and ranked third among the top game titles by revenue during 2020, according to *Eilers & Krejcik*.

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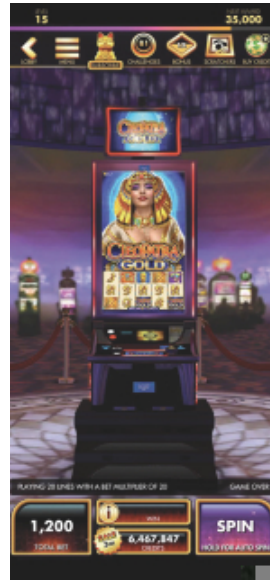
DoubleDown Fort Knox (launched in April 2018)



Start screen



Lobby



Slot game start screen

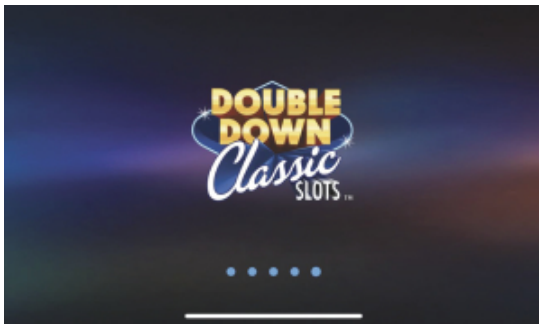


Time-based bonuses

DoubleDown Fort Knox is offered as a mobile app on Apple App Store and Google Play Store. DoubleDown Fort Knox utilizes an advanced technology platform allowing for an immersive experience which appeals to a younger player demographic. Additionally, DoubleDown Fort Knox offers a suite of compelling meta-features, including daily bingo challenges and progress boosters. DoubleDown Fort Knox features 99 slots and had recorded over 3.6 million cumulative installations as of March 31, 2021.

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*DoubleDown Classic* (launched in July 2017)



**Start screen**



**Lobby**



**Slot game start screen**



**Daily Bonus**

*DoubleDown Classic* focuses on players with a strong appetite for classic wheel-based slot games, who prefer an old-fashioned, mechanical, reel-based gaming experience. In this game, players can find some of the most traditional and popular 3-reel and 5-reel slots seen in land-based casinos, which are designed to maximize authenticity of the gaming experience. *DoubleDown Classic* is offered through Apple App Store and Google Play Store, with over 1.7 million cumulative installations as of March 31, 2021.

## **Technology infrastructure**

We operate our games on robust technology infrastructure. We utilize an Amazon Web Service-based data infrastructure that enables stable and agile data management. We designed our platform with multiple layers of redundancy to guard against data loss and to deliver high availability. Our data centers are currently located in Virginia and California. Our high capacity servers support our data and analytics capabilities.

Our technology platform enables us to port new content ourselves. Our systematic ability to port gaming content from both DUG and IGT has enabled us to customize content for our gaming environment, so that we can provide a more consistent interface with improved aesthetics to ensure a seamless experience for our players.

We operate using a shared code base. Our shared code base improves speed to market and minimizes development costs. Our shared global architecture enables every innovation and upgrade to our infrastructure to be simultaneously available to all of our games and development teams. We are able to continuously incorporate learnings across our platform to optimize performance.



## **Our platform partners**

Our games are primarily distributed, marketed, and promoted through third party platform providers, primarily Apple App Store, Facebook, Google Play Store, and Amazon Appstore. Most of the virtual chips we sell are purchased using the payments processing systems of these platform providers. These platforms generally charge us approximately 30% of the gross receipts they collect from our players.

Our use of mobile and web-based platforms and data derived from such platforms is subject to each platform provider's standard terms and conditions for application developers, which govern the promotion, distribution and operation of games and other applications on their platforms. Our platform providers have the ability to make unilateral changes to their platforms, their terms of service, the amounts of or method by which our players obtain content and make payments, how they are paid, and any other aspect of their platforms and services. Those changes may negatively impact how our games work, how players interact with our games, and our ability to attract and monetize players.

## **Technology and content development**

We have a dedicated technology and content development team that works to expand our player reach, and impact with new, innovative games. Since the acquisition of DDI-US from IGT in 2017, we have endeavored to strengthen our in-house development capabilities to enable us to be less reliant on third-party licensing arrangements, primarily with IGT and DUG, by developing proprietary intellectual property. We consider it important to create new and innovative games on a continuing basis in order to attract and retain players and, ultimately, to increase our market share.

Our development operations are based in our Seoul headquarters facility, which includes a Korea game development center. The Korea center has approximately 152 employees who focus on the design, development, testing and delivery of our social casino games as well as the integration of our gaming platform with other internet applications and platforms. Our expenditures on technology and content development were approximately \$18.8 million in 2020 and approximately \$19.3 million in 2019. We anticipate that our expenditures will increase 10–15% annually over the next three to five years.

## **Marketing**

We focus our marketing efforts on acquiring new players and retaining existing players. We acquire players both organically and through paid channels. Our paid marketing includes performance marketing and dynamic media buying on Facebook, Google, and other channels such as mobile ad networks. Underlying our paid marketing efforts are our data analytics that allow us to estimate the expected value of a player and adjust our user acquisition spend to a targeted payback period. Our broad capabilities in promotions allow us to tailor promotional activity around new releases, execute differentiated multi-channel campaigns, and reach players with preferred creative content. In addition to our paid player acquisition efforts, we acquire players organically. Our expansive base of players attracts other players to our games through the viral and sharing features provided by social networks, the social innovations in our games, and the network effects of our business. The social innovations in our games include tournaments, bonuses for friend invites, and social network leaderboards. Our games' prominent rankings on app store distribution channels also boost organic installations.

Our player retention marketing includes advertising on Facebook as well as outreach through email, push notifications, and social media posts on channels such as Facebook, Instagram, and Pinterest. Our data and analytics also inform our retention marketing efforts. Campaigns are specially designed for each channel based upon player preferences for dimensions such as time of day and creative content. We consistently monitor

marketing results and return on investment, replacing ineffective marketing tactics to optimize and improve channel performance.

## Competition

We face significant competition in all aspects of our business. Our primary social casino game competitors include Playtika (acquired by a group of investors led by Shanghai Giant Network Technology Co.), Product Madness/Big Fish Games (subsidiaries of Aristocrat), Zynga Inc., and SciPlay. Our principal competitors in the broader casual game market include Glu Mobile, Activision Blizzard, Electronic Arts, Take Two Interactive, Kabam, Rovio, and Tencent Holdings. On the broadest scale, we compete for the leisure time, attention, and discretionary spending of our players versus other forms of online entertainment, including social media, reading, and other video games on the basis of a number of factors, including:

- quality of player experience,
- breadth and depth of gameplay,
- innovative game mechanics,
- ability to create or license compelling content,
- ability to invest in leading technology,
- game awareness and reputation, and
- access to distribution channels.

We believe these factors, among other things, enable us to compete favorably in the market, as evidenced by our competitive EBITDA margins compared to certain of our peers. Our industry and the markets for our games, however, are highly competitive, rapidly evolving, fragmented, and subject to changing technology, shifting needs, and frequent introductions of new games, development platforms, and services. Successful execution of our strategy depends on our continuous ability to attract and retain players, expand the market for our games, maintain a technological edge, and offer new capabilities to players.

Many of our current and potential competitors enjoy substantial competitive advantages, such as greater name recognition, longer operating histories, greater financial, technical, and other resources, and, in some cases, the ability to rapidly combine online platforms with full-time and temporary employees. Internationally, local competitors may have greater recognition than us in their local country and a stronger understanding of local culture and commerce. They may also offer their products and services in local languages we do not offer.

## Intellectual property

We rely on a combination of patent, copyright, trademark, and trade secret laws to protect our intellectual property rights. As of March 31, 2021, we have seven registered patents in the United States, one pending patent application in Canada, 14 registered trademarks in the United States, six trademarks pending in the United States, and 75 registered trademarks in jurisdictions outside of the United States.

We also license a significant amount of the intellectual property that we use in our business from IGT pursuant to the IP License Agreement. We entered into the IP License Agreement with IGT on June 1, 2017, and it was subsequently amended on October 4, 2018 and May 30, 2020. Pursuant to the IP License Agreement, as amended, IGT has granted us an exclusive, perpetual and irrevocable license to license and distribute certain IGT social casino game titles in the social online game field of use launched before June 1, 2020. For each slot game first launched in the social online game field by DDI-US starting on June 1, 2020, the license from IGT is non-exclusive, perpetual and irrevocable. The IP License Agreement has an initial term of ten years, and may be renewed, if certain conditions are met, for two additional five-year periods. The IP License Agreement may be terminated by either us or IGT for cause. Pursuant to the IP License Agreement, as of March 31, 2021, we license from IGT approximately 308 slot gaming intellectual property rights that are actively offered to end users through our game titles.

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We entered into the DoubleU Games License Agreement on March 7, 2018, and it was subsequently amended on July 1, 2019 and November 27, 2019. Pursuant to the DoubleU Games License Agreement, DoubleU Games grants us an exclusive license to develop and distribute certain DoubleU Games social casino game titles and sequels thereto in the social online game field of use. Pursuant to the DoubleU Games License Agreement, as of March 31, 2021, we license approximately 35 game titles that are actively offered to end users. The exclusive license is subject to our payment of license fees. As amended to date, the agreement remains in effect until either DUG no longer holds an interest, directly or indirectly, in DDI, or DDI no longer holds an interest, directly or indirectly, in DDI-US. In such event, the agreement provides that the parties will mutually renegotiate the terms of the agreement.

Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy or otherwise obtain and use our technology. In addition, third parties may initiate litigation against us alleging infringement of their proprietary rights or declaring their non-infringement of our intellectual property rights.

## **Facilities**

We currently lease two facilities located in Seoul, Korea, and Seattle, Washington, which comprise approximately 2,854 square meters and 49,375 square feet, respectively. The Seoul facility is our principal office, serving as our management headquarters and providing research and development activities. The Seattle facility serves as our center of research and development, human resources and administrative activities for the U.S. operations. We lease our principal office from DoubleU Games, and DDI-US leases the Seattle office from an independent third party. Our Seoul lease expires on September 30, 2022, but is renewable automatically for one year on the same terms unless express prior written notice of non-renewal is given by either party, providing us the flexibility to seek alternative facilities in light of prevailing market conditions. Our Seattle lease was originally entered into in July 2012 and expires on October 31, 2024. The terms of the Seattle lease provide for annual rent increases of \$49,375, or an increase of approximately 2.5% per year.

We believe our existing facilities are sufficient for our current needs. We may add new facilities or expand our existing facilities as we continue to add employees and expand into new markets. We expect that suitable additional space will be available to us as and when needed to accommodate our future growth.

## **Regulation of the industry**

We are subject to foreign and domestic laws and regulations that affect companies operating online, including over the internet and mobile networks, many of which are still evolving and could be interpreted in ways that could negatively impact our business, revenue, and results. Our social casino games, like many of those operated by our competitors, are not regulated under gambling or gaming laws. Certain jurisdictions, such as China, prohibit the operation of online social casino games completely within their country.

There is certain opposition in some jurisdictions to interactive online gaming, including social casino games. In September 2018, the World Health Organization added "gaming disorder" to the International Classification of Diseases, defining the disorder as a pattern of behavior characterized by impaired control over gaming and an increase in the priority of gaming over other interests and daily activities. Some states or countries have anti-gaming groups that specifically target social casino games. Such opposition could lead these jurisdictions to adopt legislation or impose a regulatory framework to govern interactive social gaming or social casino games specifically and which could require us to comply with stringent regulations and/or require us to modify our operations in order to so comply. These could result in a prohibition on interactive online gaming or social casino games altogether, restrict our ability to advertise our games, encourage our existing platform partners to restrict our ability to deploy our games through their media, or substantially increase our costs to comply with these regulations, all of which could have an adverse effect on our results of operations, cash flows, and financial condition. We cannot predict the likelihood, timing, scope, or terms of any such legislation or regulation or the extent to which they may affect our business.

On September 17, 2018, 15 international gambling regulators, plus the Washington State Gambling Commission, signed a declaration expressing concern “with the risks posed by the blurring of lines between gambling and other forms of digital entertainments such as video gaming,” including, among others, social casino gaming. The regulators committed to work together to analyze the characteristics of video games and social gaming and to engage in an informed dialogue with the video game and social gaming industries to ensure the appropriate and efficient implementation of applicable laws and regulations. The regulators also indicated they would work closely with their consumer protection enforcement agencies. We cannot predict the likelihood, timing, scope, or terms of any actions taken as a result of the declaration.

Consumer protection concerns regarding games such as ours have been raised in the past and may again be raised in the future. These concerns include (i) whether social casino games may be shown to serve as a gateway for adolescents to money gambling, and (ii) a concern that social casino gaming companies are using big data and advanced technology to predict and target “vulnerable” users who may spend significant time and money on social casino games in lieu of other activities. Such concerns could lead to increased scrutiny, including the potential imposition of a regulatory framework, over the manner in which our games are designed, developed, distributed, and presented. It is difficult for us to monitor and enforce age restrictions with respect to players who download or play our games, as we rely on third-party distribution platforms such as Apple App Store, Facebook, Google Play Store, and Amazon Appstore. We cannot predict the likelihood, timing, or scope of any concern reaching a level that will impact our business, or whether we would suffer any adverse impacts to our results of operations, cash flows, and financial condition.

In a recent case, the United States Court of Appeals for the Ninth Circuit decided that a social casino game produced by one of our competitors should be considered illegal gambling under Washington state law. Similar lawsuits have been filed against other defendants, including DDI-US. See “Our business—Legal proceedings.”

### ***Data privacy and security***

We collect, process, store, use, and share data, some of which contains personal information. Consequently, our business is subject to a number of U.S. and international laws and regulations governing data privacy and security, including with respect to the collection, storage, use, transmission, sharing, and protection of personal information. Data privacy protection laws are rapidly changing and likely will continue to do so for the foreseeable future and may be inconsistent from jurisdiction to jurisdiction.

The European Union, or EU, has adopted strict data privacy and security regulations. The “GDPR”, effective May 2018, created new compliance obligations applicable to even non-EU businesses that offer their services to individuals located in the European Union. Companies that fail to comply with their GDPR obligations can face large financial penalties (including fines of up to four percent of global annual revenue for the preceding financial year or €20 million (whichever is higher) for the most serious violations).

In addition, rulings from the Court of Justice of the European Union (“CJEU”) may have a great impact on how companies subject to the GDPR process EU personal data. For example, in July 2020 the CJEU ruled that the EU—U.S. Privacy Shield certification was no longer a valid mechanism for transferring personal data from the European Union to the United States. We have taken appropriate steps to legitimize the transfer of such data that previously relied on EU—U.S. Privacy Shield certification.

In addition, the scope of data privacy regulations worldwide continues to evolve. New, increasingly restrictive regulations are coming into force all around the world, such as in Thailand and Brazil, but also within the United States. The California Consumer Privacy Act, or CCPA, became effective on January 1, 2020.

In short, the CCPA:

- provides California consumers with new rights—specifically the right to notice, access, deletion, and to opt-out of sales of their personal information,
- will affect several marketing activities due to the CCPA's broad definitions of personal information and sale, and
- provides for private actions and permits for class action which could result in businesses being subject to substantial statutory fines in cases involving thousands of impacted consumers where the business is found to have failed to implement and maintain reasonable and appropriate security procedures.

The interpretation and practical implication of several provisions remain somewhat uncertain. Moreover, the California Privacy Rights Act, which was passed by ballot proposition in November 2020, amends the CCPA to provide even more expansive rights to California residents, and takes effect on January 1, 2023. It is clear that the effects of the CCPA/CPRA are significant and that they will require us to modify our data, security, and marketing practices and policies, and to incur substantial costs and expenses in an effort to comply with the CCPA and other applicable data protection laws.

In addition, there currently are a number of other proposals related to data privacy and security pending before several legislative and regulatory bodies. For example, the European Union is contemplating the adoption of the Regulation on Privacy and Electronic Communications (the "e-Privacy Regulation"). While this regulation was planned to take effect simultaneously with GDPR, it is currently still being debated and discussed by the EU member states. The e-Privacy Regulation focuses on the privacy of electronic communications and within that respect, it contains new rules for direct marketing activities. It is highly likely that these rules will lead to new consent requirements.

Due to the rapidly changing nature of these data privacy protection laws, there is not always clear guidance from the respective governments and regulators regarding the interpretation of the law, which may create the risk of an inadvertent violation. Efforts to comply with these and other data privacy and security restrictions that may be enacted could require us to modify our data processing practices and policies and to incorporate privacy by design into our games and website, as well as significantly increase the cost of our operations. Failure to comply with such restrictions could subject us to criminal and civil sanctions and other penalties. In part due to the uncertainty of the legal climate, complying with regulations, and any applicable rules or guidance from self-regulatory organizations relating to privacy, data protection, information security, and consumer protection, may result in substantial costs and may necessitate changes to our business practices, which may compromise our growth strategy, adversely affect our ability to attract or retain players, and otherwise adversely affect our business, financial condition, and operating results.

Any failure or perceived failure by us to comply with our posted privacy policies, our privacy-related obligations to players or other third parties, or any other legal obligations or regulatory requirements relating to privacy, data protection, or information security may result in governmental investigations or enforcement actions, litigation, claims, or public statements against us by consumer advocacy groups or others, and could result in significant liability, cause our players to lose trust in us, and otherwise materially and adversely affect our reputation and business. Furthermore, the costs of compliance with, and other burdens imposed by, the laws, regulations, and policies that are applicable to us may limit the adoption and use of, and reduce the overall demand for, our games.

Additionally, if third parties we work with violate applicable laws, regulations, or agreements, such violations may put our players' data at risk, or result in governmental investigations or enforcement actions, fines, litigation, claims, or public statements against us by consumer advocacy groups or others, and could result in

significant liability, cause our players to lose trust in us, and otherwise materially and adversely affect our reputation and business. Further, public scrutiny of, or complaints about, technology companies or their data handling or data protection practices, even if unrelated to our business, industry, or operations, may lead to increased scrutiny of technology companies, including us, and may cause government agencies to enact additional regulatory requirements or to modify their enforcement or investigation activities, which may increase our costs and risks.

As we offer our games worldwide, foreign jurisdictions may claim we are required to comply with local laws, including in jurisdictions where we have no local presence, offices, or other equipment. We are subject to a variety of laws in the United States and other non-U.S. jurisdictions, including laws regarding consumer protection, intellectual property, virtual items and currency, export, and national security, all of which are continuously evolving and developing. The scope and interpretation of the laws that are or may be applicable to us are often uncertain and may be conflicting, particularly laws outside the United States. It is also likely that as our business grows and evolves and our games are played in a greater number of countries, we will become subject to laws and regulations in additional jurisdictions. If we are not able to comply with these laws or regulations or if we become liable under these laws or regulations, we could be directly harmed, and we may be forced to implement new measures to reduce our exposure to this liability. This may require us to expend substantial resources, modify our games, or block users from a particular jurisdiction, each of which would harm our business, financial condition, and results of operations. In addition, the increased attention focused upon liability issues as a result of lawsuits and legislative proposals could harm our reputation or otherwise impact the growth of our business. Any costs incurred as a result of this potential liability could harm our business and operating results.

It is possible that a number of laws and regulations may be adopted or construed to apply to us in the United States, Korea, Europe, and elsewhere that could restrict the online and mobile industries, including player privacy, advertising, taxation, gaming, copyright, distribution, and antitrust. Furthermore, the growth and development of electronic commerce, social gaming, and virtual items and currency may lead to more stringent consumer protection laws that may impose additional burdens on or limitations on operations of companies such as ours conducting business through the internet and mobile devices. If scrutiny and regulation of our industry increase, we will be required to devote additional legal and other resources to addressing such regulation. For example, certain jurisdictions may seek to regulate social games. If a jurisdiction important to our business regulates social games, we would incur additional costs associated with compliance with such regulation, or depending on the nature of the regulation, we could be prohibited from providing social games in such jurisdiction altogether. Such new compliance costs or jurisdictional restrictions on our ability to offer social games could have a material adverse effect on our business, financial condition, and operating results.

## **Legal proceedings**

We have been party to, are currently party to, and in the future may become subject to additional, legal proceedings in the operation of our business, including, but not limited to, with respect to consumer protection, gaming-related matters, employee matters, alleged service and system malfunctions, alleged intellectual property infringement, and claims relating to our contracts, licenses and strategic investments.

For example, in 2015, a plaintiff commenced a putative class action in the United States District Court for the Western District of Washington against Churchill Downs Incorporated, one of our competitors, alleging that Churchill Downs' virtual game platform, "Big Fish Casino," violated Washington's Recovery of Money Lost at Gambling Act ("WRMLGA") and Consumer Protection Act ("CPA"). The District Court dismissed plaintiff's action. On March 28, 2018, the United States Court of Appeals for the Ninth Circuit reversed the District Court's holding, concluding that, because Big Fish Casino's virtual chips are a "thing of value," Big Fish Casino falls under the WRMLGA. The Ninth Circuit remanded the action to the District Court for further proceedings consistent with its

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opinion. On March 4, 2020, plaintiff's motion for class certification was denied by the District Court without prejudice to refile. Additional class actions have been commenced against other of our competitors on similar grounds, certain of which, including Churchill Downs, have finalized settlements which the court approved on February 11, 2021 in amounts ranging up to \$155 million. These settlements included requirements for modifications to the games that allowed them to continue to operate. We have assessed these required modifications and have already implemented these changes to the ways our *DoubleDown Casino* game operates. Such amounts are illustrative only and are not indicative of, and provide no certainty with respect to, amounts at which other cases, including the *Benson* case discussed below, may settle, if at all, or amounts that may be rendered in a judgment after trial on the merits.

In April 2018, a putative class action lawsuit, *Benson, et al. v. DoubleDown Interactive, LLC and International Game Technology*, was filed against DDI-US in the United States District Court for the Western District of Washington based upon the theory, like Big Fish Casino, that the use of the *DoubleDown Casino* Facebook and mobile applications violated the WRMGLA and CPA. The plaintiffs make their allegations on behalf of themselves and "all persons in the United States who purchased and lost chips by wagering at the *DoubleDown Casino*." Plaintiffs seek to recover, on behalf of themselves and the class, among other things, (i) all money they wagered and lost playing DDI-US games; and (ii) treble damages. Plaintiffs also seek injunctive and/or declaratory relief as necessary to protect the interests of Plaintiff and the class. On November 13, 2018, the District Court denied DDI-US's motion to compel arbitration. DDI-US filed an appeal to the United States Court of Appeals for the Ninth Circuit, arguing that plaintiff's action should have been dismissed because their individual cases are subject to the arbitration agreement in the applicable Terms of Use. On January 29, 2020, DDI-US's appeal to the Ninth Circuit was denied and the case was remanded to the District Court for further proceedings. On June 17, 2020, the Company filed a motion in the United States District Court for the Western District of Washington, which, if granted, would certify certain questions of state law to the Washington State Supreme Court for interpretation in accordance with applicable state law. On August 11, 2020, the District Court denied DDI-US's motion to certify certain questions to the Washington State Supreme Court. DDI-US subsequently filed a motion asking the court to reconsider this decision. On January 15, 2021, this motion for reconsideration was denied. On August 13, 2020, DDI-US filed a motion to strike the plaintiffs' nationwide class allegations. On March 19, 2021, this motion was denied. On September 10, 2020, DDI-US filed a complaint in Washington State court against the two plaintiffs in the federal court case arguing, that, since the gambling law referenced in the federal action is a Washington state law, any complaint should be litigated in Washington State court. On February 25, 2021, plaintiffs filed a motion for class certification and for preliminary injunction. Discovery in the federal court case has commenced and is continuing. On July 19, 2021, the court ordered that the parties hold a settlement conference by September 7, 2021. On April 25, 2021, plaintiffs filed their Second Amended Complaint, changing their allegations to include an additional corporate entity of codefendant, IGT. DDI-US served plaintiffs with its expert disclosures and filed an Opposition to Plaintiffs' Motion for Class Certification and Preliminary Injunction on May 11, 2021. On June 29, 2021, the court denied the Company's motion for the certification of an interlocutory appeal from the court's order denying the Company's Motion to Strike Nationwide Class Action Allegations. No trial date has been set at this time. We dispute any allegation of wrongdoing and will continue to vigorously defend ourselves in this matter.

In connection with the *Benson* case, IGT tendered us its defense of the lawsuit and sought indemnity from us and certain of our affiliates for any damages from the lawsuit, based on various agreements associated with IGT's sale of DDI-US to us. We had previously tendered IGT our defense and sought indemnity from it. The parties have entered into a standstill or tolling agreement, which expires on or before September 1, 2021. There can be no guarantee, however, that we will be able to secure indemnification for any damages from the lawsuit. See Note 10: Commitment and contingencies of the notes to our unaudited consolidated financial statements for the three months ended March 31, 2021 and 2020 appearing elsewhere in this prospectus.

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We have incurred and expect to continue to incur significant expense defending the *Benson lawsuit*, and we may incur in the future significant expense with respect to any other lawsuit to which we may be a party. In general, subject to certain terms and conditions, insurance coverage for our litigation expenses and losses arising out of legal proceedings is assessed by our insurers on a case by case basis and there can be no guarantee that coverage will be available in any particular case. However, in connection with the *Benson lawsuit*, our insurer will not cover such expenses or any losses that could arise for any settlement amount or damages award. If we became subject to an unfavorable judgment in *Benson* (which as of the date of this prospectus is unknowable), then our operating results and financial condition would likely be materially negatively impacted. Based upon the facts known to us as of the date of this prospectus and the current state of the legal proceedings as described above, if we were to agree to settle the *Benson lawsuit* at this time, we believe such settlement would likely be for a significant monetary amount and our operating results and financial condition would be materially adversely affected. However, no settlement offer has been made by us to date, and we dispute any allegation of wrongdoing and will continue to vigorously defend ourselves in this matter. There can be no guarantee that, in such an event, we will be able to recover all or any part of any damages award or, if applicable, settlement amount, or obtain a contribution with respect thereto, from any other defendant. Additionally, there can be no guarantee as to what, if any, additional modifications any judgments or settlements might impose on one or more of our games. In addition, prior to the resolution of the *Benson case*, we may be required, or otherwise deem it advisable, to record a material financial reserve in respect of a potential adverse outcome.

In the future, additional legal proceedings or regulatory investigations targeting our social casino games and claiming violations of state or federal laws could also occur in other states, based on the unique and particular laws of each jurisdiction. We could, in connection with any such proceedings or regulatory actions, including as a result of the *Benson case*, be restricted from operating social casino games in certain states, or be required to make modifications to the operation of one or more of our games, or have to pay significant damage awards or settlement amounts. We cannot predict the likelihood, timing, or scope of the consequences of such an outcome, or the outcome of any other legal proceedings to which we may be a party, any of which could have a material adverse effect on our results of operations, cash flows, or financial condition.

In addition, in December 2020, a patent infringement claim, *NEXRF Corp. v. DoubleU Games Co., Ltd., et al.*, was filed against DoubleU Games, DDI-US and us in the United States District Court for the Western District of Washington. The plaintiff alleges that the defendants are infringing certain patents related to certain of its games and is seeking monetary damages. On April 29, 2021, we, DoubleU Games, and DDI-US filed a motion to dismiss the case as well as a motion to stay discovery pending adjudication of the motion to dismiss. The parties agreed to an interim stay of discovery pending resolution of the motion to stay. On May 28, 2021, plaintiff made a settlement demand, to which we have not responded. Rulings on these motions are pending. Due to the early nature of this case, it is not possible to assess whether this case may be material to our business. We intend to defend the case vigorously.

On May 14, 2021, Hanover Insurance Co. filed a declaratory judgment action alleging that its insurance policy does not cover the claims made by *NEXRF Corp. v. DoubleU Games Co., Ltd., et al.* We have accepted service of the complaint.

See “Risk factors—Legal proceedings may materially adversely affect our business and our results of operations, cash flows, and financial condition” and “Our business—Regulation of the industry.”

## **Our employees**

As of March 31, 2021, we had approximately 231 full-time employees worldwide, of whom 152 are based in our Seoul facility and 79 are based in our Seattle facility. We have 164 employees dedicated to technology and content development, 50 in marketing, and 17 in general administration. We do not have any part-time employees nor do we have any unions or collective bargaining agreements with any of our employees.



# Management

## Our executive officers and directors

The following table sets forth information regarding members of our executive officers and our board of directors as of the date of this prospectus. The business address for each of our executive directors and officers is 605 5th Avenue, Suite 300, Seattle, Washington 98104. The business address for Yanghoon Cho is 64, Yongyeon-ro, Nam-gu, Ulsan, Republic of Korea 44784. The business address for Jaesung Chung is 28, International Finance Center, 10, Gukjegeumyung-ro, Yeongdeungpo-gu, Seoul, Republic of Korea 07326.

Name	Age	Position(s) with our Company
In Keuk Kim	42	Chief Executive Officer; Director
Joseph A. Sigrist	60	Chief Financial Officer; Director
Haenam Kim	42	Chief Marketing Officer; Director
Ki Chul Kim	42	Chief Data Officer; Director
Il Sung Kang	48	Non-Executive Director
Suk Ho Yun	43	Non-Executive Director
Yanghoon Cho	53	Independent Director
Jaesung Chung	62	Independent Director

## Biographical information

The following is a summary of certain biographical information concerning our executive officers and directors as of the date of this prospectus.

**In Keuk Kim, Chief Executive Officer; Director.** Mr. Kim has served as our Chief Executive Officer and a member of our board of directors since November 2019, and has served as the Chief Executive Officer of DUD since May 2017. He has been on the board of directors of DoubleU Games since 2013, serving initially as an outside director until April 2015, at which time he became an executive director and Chief Strategy Officer. Mr. Kim served as Chief Strategy Officer of DoubleU Games until October 2017. Mr. Kim has expertise in information technology, game business development, and strategic investments. While at DoubleU Games, Mr. Kim led the execution and acquisition of DoubleDown Interactive, LLC and investment in our Company. His prior experience includes cloud computing development, proprietary trading, and corporate mergers and acquisitions. He received a Bachelor of Science in Computer Science from the Korea Advanced Institute of Science and Technology, or KAIST, in 2000.

**Joseph A. Sigrist, Chief Financial Officer; Director.** Mr. Sigrist has served as our Chief Financial Officer and a member of our board of directors since November 2019, and has served as Senior Vice-President and General Manager of DDI-US since April 2015. Prior to joining DDI-US, Mr. Sigrist served as Senior Vice-President, Global Product Development & Operations for IGT from 2012 until 2015, and he was responsible for several key product strategic planning and development functions. Previously, for over twenty years, Mr. Sigrist worked as an executive for a variety of technology companies, holding senior leadership roles in product management, product development, and general management, including at Avaya, Polycom and Lucent Technologies. He has expertise in the areas of leadership, business strategy, product planning, financial management, and corporate mergers and acquisitions. He earned his MBA from Santa Clara University in 1986 and a Bachelor of Science in Mechanical Engineering from Santa Clara University in 1983.

**Haenam Kim, Chief Marketing Officer; Director.** Ms. Kim has served as our Chief Marketing Officer and a member of our board of directors since November 2019 and has served as the Chief Operating Officer of DUD since November 2017. Previously, Ms. Kim served as Chief Operating Officer of our Company from May 2017 to November 2017. Prior to joining our Company, Ms. Kim held various positions in business consulting and software marketing, sales, and operations at IBM Korea since 2000. Most recently with IBM Korea, Ms. Kim held the position of Software Business Unit Sales Leader of IBM Collaboration and Talent Solutions from February 2017 to May 2017, where she developed the business unit's business strategy and plan, executed sales activities, and was responsible for sales and general administration for that unit. Ms. Kim was promoted to the position of Software Business Unit Sales Leader based on her prior experience as Software Digital Sales Leader from February 2014 to January 2017, where she led a sales team for analytics, cloud, security, social, and commerce in a commercial sales territory representing IBM customers plus white space customers. Ms. Kim received a Bachelor of Science in Industrial Engineering from KAIST in 2000.

**Ki Chul Kim, Chief Data Officer; Director.** Mr. Kim has served as our Chief Data Officer and a member of our board of directors since November 2019 and has served as the Chief Marketing Officer of DUD since May 2017. Mr. Kim joined the board of directors of DoubleU Games in 2013 and, from February 2015 until September 2017, served as an executive director and Chief Marketing Officer of DoubleU Games. Mr. Kim's experience as executive director and Chief Marketing Officer at DoubleU Games included management of the rapidly growing 50-member organization, overseeing the marketing, platform, communication, design, and quality assurance teams in accordance with the organization's goals, as well as budgeting, execution of, and collating and reporting results for new and retention marketing campaigns for all games for which DoubleU Games provides services and conducts user acquisition and retention programs. Mr. Kim also participated in the acquisition of DoubleDown Interactive, LLC in 2017. Previously, Mr. Kim was a director of Hulab Co., Ltd. from February 2012 to February 2015. He has worked in the gaming industry for more than four years as a senior executive. Mr. Kim received a Bachelor of Science in Civil, Urban and Geosystem Engineering and a Bachelor of Business Administration from Seoul National University in 2005.

**Il Sung Kang, Director.** Mr. Kang has served as a non-executive director of our board since September 2020 and will resign from our board upon closing of this offering. He has worked for STIC Investments Inc. as a fund manager and Investment Committee member since 2010 and is currently a managing partner of STIC Investments Inc. STIC Investments Inc. is the general partner of STIC Special Situation Private Equity Fund, which holds 71.43% of STIC Special Situation Diamond Limited. See "Certain relationships and related party transactions—Joint investment agreement." Mr. Kang previously served as a managing director of Daewoo Securities, a Korean private equity firm, from January 2007 to July 2010. Mr. Kang is sophisticated in financial matters. He has worked as an investment professional and an equity analyst for the last 20 years. Mr. Kang received a Bachelor of Science in Economics from Seoul National University in 1998.

**Suk Ho Yun, Director.** Mr. Yun has served as a non-executive director of our board since September 2020 and will resign from our board upon closing of this offering. Mr. Yun is a managing director and member of the investment committee at Opus Private Equity Co., Ltd., a private equity firm based in Korea, and has served as a non-executive director of DDI since November 2017. Opus Private Equity is the general partner of Opus Private Equity Fund II, which holds 28.57% of STIC Special Situation Diamond Limited. See "Certain relationships and related party transactions—Joint investment agreement." Mr. Yun joined Opus in 2016 and previously worked at Woori Private Equity, also based in Korea. He serves as a director and member of the audit committee of each of Ilsun Hisco Ltd. and Kumo Hitec Co., Ltd, each a private company in Korea. Mr. Yun is a Korea Certified Public Accountant and received a Bachelor of Science in Economics from Seoul National University in 2005. Mr. Yun is sophisticated in financial matters, including financial statements and audits, and is a financial expert.

**Yanghoon Cho, Independent Director.** Mr. Cho has served as an independent director since May 20, 2020. Mr. Cho is a vice president at GiantChemical Co., Ltd., a chemical company based in Korea. From 1996 to 2019,

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Mr. Cho served as a mergers and acquisitions advisor for Korea Investment & Securities. From 2019 to 2020, Mr. Cho served as a partner for Jungjinsirim Accounting Firm based in Korea. Mr. Cho is a Korea Certified Public Accountant and received a Master of Business Administration from Yonsei University in 2005. Mr. Cho is sophisticated in financial matters, including financial statements and audits, and is a financial expert.

**Jaesung Chung, Independent Director.** Mr. Chung has served as an independent director since May 20, 2020. He has worked as Chief Executive Officer of NTT Korea Co., Ltd. since 2019. Mr. Chung previously served as Vice President of Sun Microsystems from 2005 to 2011, as General Manager of IBM Korea Software Group from 2011 to 2014 and as Chief Executive Officer of Dimension Data Korea from 2014 to 2019. Mr. Chung received his Ph.D. in Computer Science from Lehigh University in 1990. Mr. Chung is sophisticated in information technology, including system integration and information & communication technology.

## Corporate governance practices

We are a “foreign private issuer” under the federal securities laws of the United States and the NASDAQ listing standards. Under the federal securities laws of the United States, foreign private issuers are subject to different disclosure requirements than U.S.-domiciled registrants. We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act, the rules adopted by the SEC and the NASDAQ listing standards. Under the SEC rules and the NASDAQ listing standards, a foreign private issuer is subject to less stringent corporate governance requirements. Subject to certain exceptions, the SEC and the NASDAQ permit a foreign private issuer to follow its home country practice in lieu of their respective rules and listing standards. In particular, as a foreign private issuer, we will follow Korean law and corporate practice in lieu of the corporate governance provisions set out under NASDAQ Rule 5600, the requirement in Rule 5250(b)(3) to disclose third party director and nominee compensation, and the requirement in Rule 5250(d) to distribute annual and interim reports. Of particular note, the following rules under NASDAQ Rule 5600 differ from Korean law requirements:

- NASDAQ Rule 5605(b)(1) requires that at least a majority of the Company’s board of directors shall be independent directors, and NASDAQ Rule 5605(b)(2) requires that independent directors regularly meet in executive session, where only independent directors are present. We will have two independent directors at the time of listing, who will meet regularly with other members of the board. We intend to appoint more independent directors after the listing over time, and they may choose to meet in executive session at their discretion.
- NASDAQ Rule 5620(c) sets out a quorum requirement of 33-1/3% applicable to meetings of shareholders. In accordance with Korean law and generally accepted business practices, our articles of incorporation provide for a 25% quorum requirement that are generally applicable to meetings of shareholders.
- NASDAQ Rule 5605(c)(2)(A) requires that the Company shall have an audit committee composed entirely of not less than three directors, each of whom must be independent. Under Korean law, a company may have a statutory auditor or an audit committee of three directors, two of whom must be independent. We have a committee of three directors, and two of the directors meet the requirements of Rule 10A-3 under the Exchange Act. See “—Audit committee” below for further detail.
- NASDAQ Rule 5605(d) requires, among other things, that the Company’s compensation committee is comprised of at least two members, each of whom is an independent director as defined under such rule. There is no similar requirement under Korean law. Our board of directors will together participate in the strategic discussions and determination of directors and executive compensation and other compensation-related matters. The Company expects to establish a compensation committee of the board within the first 12 months following listing.
- NASDAQ Rule 5605(e) requires that the nomination and corporate governance committee be comprised solely of independent directors. We will not have a standalone nomination and corporate governance

committee. Our board of directors will together participate in the nomination process and oversee the corporate governance practices of the Company. The Company expects to establish a nomination and corporate governance committee of the board within the first 12 months following listing.

## **Board of directors**

The board of directors' mandate is to manage or supervise the management of the business and affairs of the Company and to act with a view to the best interests of the Company. Our corporate governance practices are the responsibility of the board, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the board and who are charged with the day-to-day management of the Company. The board and senior management consider good corporate governance to be central to the effective and efficient operation of the Company.

The board is specifically responsible for approving long-term strategic plans and annual operating plans and budgets recommended by management. Board consideration and approval is also required for all material contracts, business transactions and all debt and equity financing proposals. The board also takes responsibility for identifying the principal risks of our business and for ensuring these risks are effectively monitored and mitigated to the extent reasonably practicable. In keeping with its overall responsibility for the stewardship of the Company, the board is also responsible for the integrity of the Company's internal control and management information systems and for the Company's policies respecting corporate disclosure and communications.

The board delegates to management, through the Chief Executive Officer, responsibility for meeting defined corporate objectives, implementing approved strategic and operating plans, carrying on the Company's business in the ordinary course, managing the Company's cash flow, evaluating new business opportunities, recruiting staff and complying with applicable regulatory requirements. The board also looks to management to furnish recommendations respecting corporate objectives, long-term strategic plans and annual operating plans. The board monitors the adequacy of information given to directors, communication between the board and management and the strategic direction and processes of the board and any committees.

The board considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the board's duties effectively and to maintain a diversity of views and experience. Immediately following this offering, our board of directors will consist of six members. Each director will hold office for three years from the date of appointment, provided, however, that the term of office shall be extended until the close of the ordinary general meeting of shareholders convened in respect of the last fiscal year of such term of office. Under the Commercial Act of Korea, (i) an ordinary resolution, which is adopted by an affirmative majority vote of the shares present representing at least one-fourth of the total number of the shares then issued and outstanding, is required to elect a director, and (ii) a special resolution, which is adopted by at least two-thirds of the votes of the shares present representing a quorum of at least one-third of the total number of the shares then issued and outstanding, is required to remove a director. Under the Commercial Act of Korea, the number of directors shall be at least three, although our articles of incorporation may make the requirement of minimum number of directors more stringent.

We intend to phase-in one additional independent director over the first 12 months following listing, as permitted by the listing rules. However, at the time of listing, we will have at least two independent directors, consistent with requirements of Korean law and in order to satisfy the applicable listing requirements.

The board as a whole has the responsibility of determining the compensation for directors and officers. To determine compensation payable, the board considers an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors, while taking into

account the financial and other resources of the Company. Compensation of our executive officers is based upon a maximum remuneration amount determined and approved at our general shareholders' meeting each year in accordance with Korean law and practice. Any performance-based bonus of such officer for such year is determined and approved by the board within such maximum remuneration amount. The remuneration amount of each employee of the Company is determined based on the Company's compensation rules and regulations and we pay such remuneration amount after obtaining approval from our Chief Executive Officer.

The board does not currently have an independent chairperson and, at this stage of our development, the board does not feel it is necessary to have one to ensure that the board can function independently of management, as sufficient guidance is found in the applicable corporate and securities legislation and regulatory policies. The non-management directors exercise their responsibilities for independent oversight of management, and are provided with leadership through their position on the board and ability to meet independently of management whenever deemed necessary. In addition, each member of the board understands that he or she is entitled to seek the advice of an independent expert if he reasonably considers it warranted under the circumstances.

Our Chief Executive Officer, In Keuk Kim, and our Chief Marketing Officer, Haenam Kim, are married. There are no other family relationships among any of our other directors or executive officers.

#### **Audit committee**

Our board of directors currently has one standing committee, an Audit Committee, as permitted by Korean law. The expected composition, duties, and responsibilities of this committee is set forth below. We have at least two independent directors on this committee, consistent with requirements of Korean law and in order to satisfy NASDAQ corporate governance requirements.

The Audit Committee's responsibilities, pursuant to its written charter, include:

- appointing, approving the compensation of, and assessing the independence of our registered public accounting firm;
- overseeing the work of our registered public accounting firm, including through the receipt and consideration of reports from such firm;
- reviewing and discussing with management and our registered public accounting firm our annual and quarterly financial statements and related disclosures;
- assisting our board of directors in overseeing our internal control over financial reporting and disclosure controls and procedures;
- reviewing the effectiveness of our risk management policies;
- reviewing legal, regulatory and compliance matters that could have a significant impact on our financial statements;
- meeting independently with our internal auditing staff, if any, our registered public accounting firm, and management; and
- reviewing and approving or ratifying related person transactions.

The members of our Audit Committee are Ki Chul Kim, Yanghoon Cho, and Jaesung Chung, all of whom meet the requirements for financial literacy under the NASDAQ rules. Yanghoon Cho serves as the chairperson of the committee. Our board of directors has determined that Yanghoon Cho and Jaesung Chung meet the

independence requirements of Rule 10A-3 under the Exchange Act and the applicable NASDAQ rules. Our board of directors has determined that Yanghoon Cho is an “audit committee financial expert” as defined in Item 407(d)(5) of Regulation S-K and has the requisite financial sophistication as defined under the applicable NASDAQ rules.

### **Role of the board in risk oversight**

One of the key functions of our board of directors following completion of this offering is informed oversight of our risk management process. Our board of directors does not have a standing risk management committee, but rather administers this oversight function directly through our board of directors as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure, including risks associated with cybersecurity and data protection, and our Audit Committee has the responsibility to consider our major financial risk exposures and the steps our management has taken to monitor and control these exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. Our Audit Committee reviews legal, regulatory and compliance matters that could have a significant impact on our financial statements. Our Audit Committee also monitors the effectiveness of our corporate governance practices, including whether they are successful in preventing illegal or improper liability-creating conduct.

### **Code of ethics**

Our board of directors has adopted a written code of ethics that applies to our directors, officers, and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions, and other of our agents.

### **Compensation of directors**

To date, none of our directors have received compensation for their service to the Company as a member of our board of directors. Following the consummation of this offering, we intend to adopt a policy to provide competitive compensation to our directors who are not our employees that will enable us to attract and retain high-quality directors, provide them with compensation at a level that is consistent with our compensation objectives and encourage their ownership of our common shares to further align their interests with those of our shareholders. Our directors who are also our employees will receive no additional compensation for their service as members of our board of directors.

### **Executive compensation**

Consistent with disclosure requirements under applicable Korean law, we are required to report, on an aggregate basis, the compensation of our directors and officers as a group. For the fiscal years ended December 31, 2020 and 2019, aggregate compensation of our directors and officers was \$3,142,591 and \$3,154,480, respectively.

### ***Employment agreements***

We entered into a letter agreement with each of our Chief Executive Officer, In Keuk Kim, our Chief Marketing Officer, Haenam Kim, and Chief Data Officer, Ki Chul Kim with effect from October 1, 2017. Under their respective letter agreement, each executive is entitled to an annual base salary, subject to adjustment annually,

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and is eligible to participate in the bonus and incentive compensation programs, as may be adopted by the Company from time to time, subject to an assessment of such executive's performance during the course of the year and the Company's financial results. Bonuses are subject to the Company's discretion and are not guaranteed.

We entered into an employment agreement with Joseph A. Sigrist, our Chief Financial Officer, with effect from June 1, 2017, in connection with our acquisition of DDI-US. Under the terms of Mr. Sigrist's employment agreement, Mr. Sigrist is entitled to an annual base salary, subject to adjustment annually, and is eligible to participate in bonus and incentive compensation programs, as may be adopted by the Company from time to time, subject to an assessment of such executive's performance during the course of the year and the Company's financial results. In addition, Mr. Sigrist is entitled to reimbursement annually for his personal federal income tax preparation costs.

***Outstanding equity awards at fiscal year-end; Incentive compensation programs***

The Company has not, to date, made any awards of equity to its directors, executive officers or employees in connection with their service to us. In connection with the consummation of the offering, the Company intends to propose for adoption by our Board an incentive compensation program for our executive officers and key employees.

## Principal and selling shareholders

The following table and accompanying footnotes set forth certain information with respect to the beneficial ownership of our common shares, immediately prior to and immediately after the completion of this offering, by:

- each of our directors and named executive officers;
- all of our directors and named executive officers as a group;
- each person or entity (or group of affiliated persons or entities) known by us to be the beneficial owner of 5% or more of our common shares; and
- the selling shareholder.

To our knowledge, each shareholder named in the table has sole voting and investment power with respect to all of the common shares shown as beneficially owned by such shareholder, except as otherwise set forth in the footnotes to the table. The number of common shares shown represents the number of shares the person “beneficially owns,” as determined by the rules of the SEC. The SEC has defined “beneficial” ownership of a security to mean the possession, directly or indirectly, of voting power and/or investment power.

The percentages reflect beneficial ownership (as determined in accordance with Rule 13d-3 under the Exchange Act) immediately prior to and immediately after the completion of this offering, and are based on 2,214,522 common shares outstanding as of the date immediately prior to the completion of this offering, and 2,477,672 common shares outstanding as of the date immediately following the completion of this offering of 263,150 newly issued common shares in the form of ADSs. The percentages assume no exercise by the Sole Bookrunner of its option to purchase up to an additional 47,370 common shares from the selling shareholder within 30 days after the date of this prospectus to cover over-allotments, if any.

Except as noted in the footnotes to the table below, the address for all of the shareholders in the table below is c/o DoubleDown Interactive Co., Ltd., 13F, Gangnam Finance Center, 152, Teheran-ro Gangnam-gu, Seoul 06236, Korea.

Name of beneficial owner	Common shares beneficially owned immediately prior to this offering <sup>(1)</sup>		Common shares beneficially owned immediately after this offering <sup>(1)</sup>	
	Shares	Percent	Shares	Percent
<b>Directors and executive officers:</b>				
In Keuk Kim	*	*	*	*
Joseph A. Sigrist	*	*	*	*
Haenam Kim	*	*	*	*
Ki Chul Kim	*	*	*	*
Il Sung Kang <sup>(2)</sup>	*	*	*	*
Suk Ho Yun <sup>(3)</sup>	*	*	*	*
Yanghoon Cho	*	*	*	*
Jaesung Chung	*	*	*	*
All directors and executive officers as a group (8 persons)	*	*	*	*
<b>Principal shareholders:</b>				
DoubleU Games Co., Ltd. <sup>(4)</sup>	1,499,264	67.7	1,499,264	60.5
STIC Special Situation Diamond Limited <sup>(5)</sup>	715,258	32.3	662,608	26.7
<b>Selling shareholder:</b>				
STIC Special Situation Diamond Limited <sup>(5)</sup>	715,258	32.3	662,608	26.7
<b>Total Common Shares Outstanding</b>	<b>2,214,522</b>	<b>100</b>	<b>2,477,672</b>	<b>100</b>



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\* Represents less than 1% of the number of common shares outstanding.

- (1) Beneficial ownership is determined in accordance with Rule 13d-3 under the Exchange Act. A person is deemed to be the beneficial owner of any common shares if that person has or shares voting power or investment power with respect to those shares or has the right to acquire beneficial ownership at any time within 60 days.
- (2) Mr. Kang is a managing partner of STIC Investments Inc. STIC Investments Inc. is the general partner of STIC Special Situation Private Equity Fund, which holds 71.43% of STIC Special Situation Diamond Limited. Mr. Kang disclaims any beneficial ownership of the common shares held by STIC Special Situation Diamond Limited other than to the extent of any pecuniary interest he may have therein, directly or indirectly. Mr. Kang will resign from our board upon closing of this offering.
- (3) Mr. Yun is a managing director and member of the investment committee at Opus Private Equity Co., Ltd. Opus Private Equity Co., Ltd. is the general partner of Opus Private Equity Fund II, which holds 28.57% of STIC Special Situation Diamond Limited. Mr. Yun disclaims any beneficial ownership of the common shares held by STIC Special Situation Diamond Limited other than to the extent of any pecuniary interest he may have therein, directly or indirectly. Mr. Yun will resign from our board upon closing of this offering.
- (4) The address for DoubleU Games is 16F, Gangnam Finance Center, 152, Teheran-ro Gangnam-gu, Seoul 06236, Korea. The percentage of beneficial ownership after this offering excludes the number of shares that DoubleU Games may purchase from STIC pursuant to the DUG Private Purchase Agreement. See "Certain Relationships and Related party Transactions—Joint Investment Agreement". If STIC sells all of the common shares under the DUG Private Purchase Agreement, DoubleU Games' shareholding in us will increase to 67.0% of our total common shares issued and outstanding.
- (5) The address for STIC Special Situation Diamond Limited is 10F, MSA Building, 12, Teheran-ro 78-gil, Gangnam-gu, Seoul 06194, Korea. The percentage of beneficial ownership after this offering excludes the number of shares that STIC may sell to DoubleU Games pursuant to the DUG Private Purchase Agreement. See "Certain Relationships and Related party Transactions—Joint Investment Agreement". If STIC sells all of the common shares under the DUG Private Purchase Agreement, STIC's shareholding in us will decrease to 20.2% of our total common shares issued and outstanding.

As of the date of this prospectus, none of our common shares are held by record holders in the United States.

The ADSs that we issue in this offering will represent our common shares.

We are not aware of any arrangement that may, at a subsequent date, result in change of control of our Company.

For additional information about our principal shareholders, please see "Certain relationships and related party transactions."

## Certain relationships and related party transactions

*The following includes summaries of transactions or agreements, during our last three fiscal years, to which we have been a party, in which the amount involved in the transaction exceeded \$120,000, and in which any of our directors, executive officers or beneficial owners of more than 5% of our capital stock, affiliates of our directors, executive officers and holders of more than 5% of our voting securities or any member of the immediate family of any of the foregoing persons had or will have a direct or indirect material interest, other than equity and other compensation, termination, change in control and other similar arrangements, which are described under “Management—Executive compensation.” The following summaries are qualified in their entirety by reference to such agreements, copies of which (or forms of such agreements) have been filed as exhibits to the registration statement of which this prospectus is a part, and are available electronically on the website of the SEC at [www.sec.gov](http://www.sec.gov).*

### Our relationship with DoubleU Games

In addition to the licensing and research and development arrangements and a sub-lease agreement we have with DoubleU Games, as described under “Our business—Intellectual property,” “Our business—Game and content development,” Note 12: Related party transactions, and Note 10: Leases to our audited consolidated financial statements we are party to certain loan agreements with DoubleU Games, as described under “Management’s discussion and analysis of financial condition and results of operations—Liquidity and capital resources—Short-term and long-term borrowings.”

We entered into the DoubleU Games License Agreement on March 7, 2018, and it was subsequently amended on July 1, 2019 and November 27, 2019. Pursuant to the DoubleU Games License Agreement, DoubleU Games grants us an exclusive license to develop and distribute certain DoubleU Games social casino game titles and sequels thereto in the social online game field of use. The exclusive license is subject to our payment of royalties with certain customary terms and conditions. The Company incurred royalties of \$3.0 million and \$4.6 million for years ended December 31, 2020 and 2019, respectively, and \$1.1 million and \$0.5 million for the three months ended March 31, 2021 and 2020, respectively. The agreement remains in effect until either DUG no longer holds an interest, directly or indirectly, in DDI, or DDI no longer holds an interest, directly or indirectly, in DDI-US. In such event, the agreement provides that the parties will mutually renegotiate the terms of the agreement. As of March 31, 2021, we license approximately 35 game titles under the terms of this agreement.

On February 25, 2020, we acquired Double8 Games from DoubleU Games in exchange for KRW2.3 billion (US\$2.1 million). Double8 Games is based in Seoul, Korea, with the primary business of developing digital gaming content for international markets. See Note 1: Description of business to our audited consolidated financial statements appearing elsewhere in this prospectus.

### Joint Investment Agreement

In connection with our acquisition of DDI-US in 2017, DoubleU Games entered into a Joint Investment Agreement, dated April 11, 2017, as supplemented in May 15, 2020 and July 16, 2021, (the “Joint Investment Agreement”), with STIC Special Situation Private Equity Fund, pursuant to which each of DUG and STIC (directly or through an affiliate) agreed to make certain investments in our Company in order to facilitate the financing of the acquisition. STIC is a special purpose vehicle managed by STIC Investments, Inc., a Korean private equity manager. Under the terms of the Joint Investment Agreement, (i) DoubleU Games acquired 1,166,667 of our common shares for approximately KRW350 billion (US\$310.6 million) and (ii) we issued to STIC certain equity-linked securities in the form of convertible bonds and bonds with warrants in the aggregate amount of KRW300 billion (US\$266.3 million), the terms of which are described below.

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Pursuant to the Joint Investment Agreement, DoubleU Games has the right, among other things, to nominate a majority of the members of our and DUD's boards of directors, and STIC has the right to nominate two or more of the members of such boards, based upon certain criteria, including the number of our common shares held by STIC (assuming a full conversion of the outstanding equity-linked securities held by STIC) from time to time, if any. The Joint Investment Agreement further provides that none of DDI, DUD or DDI-US will enter into certain transactions or engage in certain activities without the prior written consent from STIC, including, but not limited to, issuing new share capital, acquiring or selling material businesses, and paying dividends.

Pursuant to the subscription agreements for the 2.5% Non-convertible Bonds and the 2.5% Convertible Bonds, each party to the Joint Investment Agreement may terminate the agreement upon the occurrence of certain events, including, among others, (i) repayment of the Bonds, (ii) that STIC no longer holds any shares resulting from the exercise of the warrants or conversion of the 2.5% Convertible Bonds, or (iii) the completion by DDI of an initial public offering. DoubleU Games and STIC have agreed to terminate the Joint Investment Agreement upon the consummation of the offering. See Note 4: Debt to our audited consolidated financial statements included in this prospectus.

*Call Option, Other Rights and Stock Purchases.* The Joint Investment Agreement, as amended and supplemented, granted to (i) DoubleU Games a call option to purchase the equity-linked securities issued to STIC under certain time and price conditions, by May 26, 2020, or it would expire; (ii) STIC tag-along rights to sell all or part of its direct and indirect share interest in our Company, including the equity-linked securities, if DoubleU Games sells its interest in our common shares to a third party; and (iii) STIC drag-along rights to request DoubleU Games to sell its interest in our common shares if STIC wishes to sell its interest in us to any third party under one of the following circumstances: (a) DoubleU Games does not exercise the call option, (b) DoubleU Games is in material breach of the Joint Investment Agreement, or (c) the purpose of the acquisition of DDI-US is not likely to be achieved as a result of a reduction in value of DDI-US. On May 15, 2020, DoubleU Games purchased the 2.5% Non-convertible Bonds with warrants from STIC as discussed below pursuant to an amendment to the Joint Investment Agreement. On July 16, 2021, DoubleU Games entered into a second amendment to the Joint Investment Agreement with STIC which grants STIC a right to sell to DoubleU Games up to 214,577 shares of our common shares currently held by STIC at a price no less than the public offering price of this offering (the "DUG Private Purchase Agreement"). Pursuant to the DUG Private Purchase Agreement, if STIC elects to exercise such right, STIC will deliver to DoubleU Games a written notice, which sets forth the number of common shares that it intends to sell, within five (5) business days from the earlier of (a) the exercise date of the over-allotment option for this offering, or (b) the expiration of over-allotment option for this offering,

*Equity-linked securities.* On May 26, 2017, we issued to STIC (i) an aggregate principal amount of KRW210 billion (US\$186.4 million) in 2.5% Convertible Bonds and (ii) an aggregate principal amount of KRW90 billion (US\$79.9 million) in 2.5% Non-convertible Bonds with warrants. We collectively refer to the 2.5% Convertible Bonds and the 2.5% Non-convertible Bonds with warrants as the "Bonds." The Bonds had a stated fixed coupon rate of 2.5% per annum, payable quarterly on the 25<sup>th</sup> day of February, May, August, and November, with a term of seven years, subject to a right of STIC to require redemption of the Bonds, in whole or in part, early after five years. The conversion price of the 2.5% Convertible Bonds, as well as the exercise price of the 2.5% Non-convertible Bonds with warrants, is KRW293,600 (US\$261) per common share, subject to certain adjustments for anti-dilution protection.

On May 15, 2020, DoubleU Games purchased the 2.5% Non-convertible Bonds with warrants from STIC and, in conjunction therewith, exercised the warrants by surrendering the 2.5% Non-convertible Bonds with warrants for 306,539 common shares at the exercise price of KRW293,600 (US\$261). On May 25, 2020, STIC converted 50.3% of the 2.5% Convertible Bonds into 360,000 common shares at the initial conversion price of KRW293,600 (US\$261). On June 4, 2020, STIC converted the remaining 2.5% Convertible Bonds into 355,258

common shares at the initial conversion price. See “Management’s discussion and analysis of financial condition and results of operations—Liquidity and capital resources—Short-term and long-term borrowings.”

### **Policies and procedures for related person transactions**

Our Audit Committee’s charter includes a related person transaction policy, setting forth the policies and procedures for the review and approval or ratification of related person transactions. This policy covers any transaction, arrangement, or relationship, or any series of similar transactions, arrangements, or relationships that meets the disclosure requirements set forth in Item 404 of Regulation S-K under the Securities Act, or Item 404, in which we were, are or are to be a participant, and in which a “related person”, as defined in Item 404, had, has or will have a direct or indirect material interest, including without limitation, purchases of goods or services by or from the related person or entities in which the related person has a material interest, indebtedness, guarantees of indebtedness, and employment by us of a related person. In reviewing and approving any such transactions, our Audit Committee is tasked to consider all relevant facts and circumstances, including, but not limited to, whether the transaction is on terms comparable to those that could be obtained in an arm’s-length transaction and the extent of the related person’s interest in the transaction. Our Audit Committee similarly oversees approval of transactions and arrangements between us and our subsidiaries, on the one hand, and between DoubleU Games and us and our subsidiaries, on the other hand, to the extent involving amounts in excess of \$120,000.

## Description of securities

*The section below provides summary information relating to the material terms of our capital stock and our articles of incorporation. It also includes a brief summary of certain provisions of the Commercial Act of Korea (the "Commercial Act") and other related Korean laws and regulations, all as currently in effect. This summary does not constitute legal advice regarding those matters and should not be regarded as such.*

### General

Our total authorized share capital is 200,000,000 shares, which consists of common shares each with a par value of 10,000 Korean Won per share. As of the date hereof, no preferred shares are permitted to be issued under our articles of incorporation.

On May 12, 2017, we effected a 1-for-20 reverse stock split, following which our previously issued 521,178 common shares have been adjusted to 26,058 common shares to reflect the reverse stock split. On May 20, 2017, 1,010,913 common shares were newly issued, resulting in the increase in the aggregate number of the common shares then issued and outstanding to 1,036,971. On May 25, 2017, 155,754 common shares were newly issued, resulting in the increase in the aggregate number of the common shares then issued and outstanding to 1,192,725. On May 15, 2020, 306,539 common shares were newly issued, resulting in the increase in the aggregate number of common shares then issued and outstanding to 1,499,264. On May 25, 2020, 360,000 common shares were newly issued, resulting in the increase of the aggregate number of common shares then issued and outstanding to 1,859,264. On June 4, 2020, 355,258 common shares were newly issued, resulting in the increase of the aggregate number of common shares then issued and outstanding to 2,214,522. See "Certain relationships and related party transactions-Joint Investment Agreement."

As of the date hereof, there are 2,214,522 common shares issued and outstanding. All of the issued and outstanding common shares are fully-paid and non-assessable and are in registered form. We have not issued any equity securities other than the common shares including, without limitation, non-voting preferred shares.

### Board of directors

Under our articles of incorporation and the Commercial Act, any director who has a special interest in a proposal or a resolution is prohibited from voting on such proposal or resolution at a meeting of the board of directors. Unless otherwise provided in the relevant laws or our articles of incorporation, a resolution of the board of directors is required to be adopted in the presence of a majority of the directors in office by the affirmative votes of a majority of the directors present at the meeting.

The compensation for the directors, including severance benefits, is paid within the limitation approved by the annual general meeting of shareholders.

### Dividends

If and when our board of directors declares dividends, we will distribute the dividends to our shareholders in proportion to the number of shares owned by each shareholder. The common shares represented by the ADSs have the same dividend rights as other outstanding common shares. There is no guarantee that our board will declare a dividend at any time and it has no obligation to do so.

We may declare dividends annually at the annual general meeting of shareholders which is held within three months after the end of the fiscal year. If declared, we pay the dividend shortly after the annual general meeting to the shareholders of record as of the end of the preceding fiscal year. In addition to annual dividends,

we may declare semi-annual dividends pursuant to the resolution of the board of directors each fiscal year to the eligible shareholders recorded as of the relevant record date of the relevant fiscal year. We may distribute dividend in cash or shares. However, a dividend in shares must be distributed at par value and may not exceed one-half of the annual dividends declared each fiscal year in the aggregate. We have no obligation to pay any dividend unclaimed for five years from the payment date.

Under the Commercial Act, we may pay dividends only to the extent the net assets amount in our balance sheets exceeds the sum of the following: (i) our stated capital, (ii) the total amount of our capital surplus reserve and earned surplus reserve accumulated up to the end of the relevant fiscal year, (iii) the legal reserve to be set aside for the annual dividends, and (iv) unrealized profits determined pursuant to the relevant provisions of the Presidential Decree to the Commercial Act. We may not pay dividends unless we have set aside as earned surplus reserve an amount equal to at least 10% of the cash portion of dividends for the relevant fiscal year or unless we have accumulated earned surplus reserve of not less than one-half of our stated capital. We may not use the legal reserve to pay cash dividends but we may transfer amounts from the legal reserve to capital stock or use the legal reserve to reduce an accumulated deficit.

## **Distribution of free shares**

In addition to paying dividends in shares out of our retained or current earnings, we may also distribute to our shareholders an amount transferred from our capital surplus or legal reserve to our stated capital in the form of free shares. We must distribute such free shares to all our shareholders in proportion to their existing shareholdings.

## **Preemptive rights and issuance of additional shares**

We may issue authorized but unissued shares at the times and, unless otherwise provided in the Commercial Act, on such terms as our board of directors may determine. We must offer new shares on uniform terms to all shareholders with preemptive rights who are listed on our shareholders' register as of the relevant record date.

Notwithstanding the foregoing, we may issue new shares to those other than the shareholders by the resolution of the board of directors under the following circumstances:

- when issuing new shares to increase our capital through a public offering to the extent not exceeding 50% of our total number of issued and outstanding shares pursuant to Article 165-6 of the Financial Investment Services and Capital Markets Act of Korea ("FSCMA");
- when preferentially allocating new shares to members of the Employees Share Ownership Association to the extent not exceeding 20% of our total number of issued and outstanding shares;
- when issuing new shares as a result of the exercise of stock options pursuant to Article 340 of the Commercial Act;
- when issuing new shares for the purpose of the foreign investment made under the Foreign Investment Promotion Act of Korea (as deemed necessary for the management purposes) to the extent not exceeding 20% of our total number of issued and outstanding shares;
- when issuing new shares to the extent not exceeding 20% of our total number of issued and outstanding shares to a new technology venture capitalist and new technology venture investment association pursuant to the Specialized Credit Finance Business Act of Korea and to an investment company for the establishment of small and medium enterprise and a small and medium enterprise establishment investment association pursuant to the Support for Small and Medium Enterprise Establishment Act of Korea;

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- when allocating new shares to another company to the extent not exceeding 20% of our total number of issued and outstanding shares for a strategic partnership, such as through the introduction of high technology, business diversification, overseas expansion, and fundraising;
- when necessary to achieve our business objectives, such as an introduction of new technology, improvement of financial structure, new market development, and strategic partnership pursuant to a proviso of Article 418(2) of the Commercial Act to the extent not exceeding 50% of our total number of issued and outstanding shares;
- when issuing new shares to financial institutions or institutional investors, domestic and/or international, to the extent not exceeding 20% of our total number of issued and outstanding shares for managerial purposes including, without limitation, raising emergency funds; or
- when offering new shares to the public or having an underwriter subscribe for shares in such public offering in order to have our shares listed on a stock exchange.

Under our articles of incorporation, we may issue convertible bonds up to an aggregate principal amount not exceeding 300 billion Korean Won to persons other than the existing shareholders pursuant to a resolution of the board of directors. Notwithstanding the foregoing, our issuance of convertible bonds to persons other than existing shareholders is limited to the following events:

- the issuance of convertible bonds through a general public offering;
- the issuance of convertible bonds to financial institutions or institutional investors, domestic or international, for the purpose of raising emergency funds; or
- the issuance of convertible bonds to another party for the introduction of technology, research and development, production and sales, and capital alliances which are important in our business operations.

Under our articles of incorporation, we may issue bonds with warrants up to an aggregate principal amount not exceeding 200 billion Korean Won to persons other than the existing shareholders pursuant to a resolution of the board of directors. Notwithstanding the foregoing, our issuance of the bonds with warrants to persons other than existing shareholders is limited to the following events:

- the issuance of bonds with warrants through a general public offering;
- the issuance of bonds with warrants to financial institutions or institutional investors, domestic or international, for the purpose of raising emergency funds; or
- the issuance of bonds with warrants to another party for the introduction of technology, research and development, production and sales, and capital alliances which are important in our business operations.

### **General meeting of shareholders**

We generally hold the annual general meeting of shareholders within three months after the end of each fiscal year. Subject to the resolution of the board of directors or court approval, we may hold an extraordinary general meeting of shareholders:

- as necessary;
- at the request of holders of an aggregate of three percent or more of our outstanding common shares; or
- at the request of our audit committee.

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We must give our shareholders a written notice setting out the date, place, and agenda of the meeting at least two weeks prior to the general meeting of shareholders. The agenda of the general meeting of shareholders is determined at the meeting of the board of directors. In addition, a shareholder holding an aggregate of three percent or more of the outstanding shares may propose an agenda for the general meeting of shareholders. Such proposal should be made in writing at least six weeks prior to the meeting. The board of directors may decline such proposal if it is in violation of the relevant law and regulations or our articles of incorporation. Shareholders not on the shareholders' register as of the record date are not entitled to receive notice of the general meeting of shareholders or attend or vote at the meeting.

Our general meetings of shareholders are held in the place where our head office is located and may also be held in any other place adjacent to it, whenever circumstances require.

### **Voting rights**

Our shareholders are entitled to one vote for each share. However, shares held by us (i.e., treasury shares) or by any corporate entity in which we directly or indirectly hold equity interests greater than 10% of the total equity interests do not have voting rights. Unless our articles of incorporation explicitly state otherwise, the Commercial Act permits cumulative voting pursuant to which each common share entitles the shareholder thereof to multiple voting rights equal to the number of directors to be elected at such time. A shareholder may exercise all voting rights with respect to his or her shares cumulatively to elect one director. However, our articles of incorporation prohibit cumulative voting.

Our shareholders may adopt resolutions at a general meeting of shareholders, where a quorum is present, by an affirmative majority vote of the voting shares present or represented at the meeting. However, under the Commercial Act and our articles of incorporation, the following matters, among others, require a special resolution and approval by the shareholders of at least two-thirds of the voting shares present or represented at a meeting, where the affirmative votes also represent at least one-third of our total voting shares then issued and outstanding:

- amending our articles of incorporation;
- removing a director;
- effecting any dissolution, merger, or consolidation of us;
- transferring the whole or any significant part of our business;
- acquisition of all or a part of the business of any other company that may have a material impact on our business; or
- issuing any new shares at a price lower than their par value.

Our shareholders may exercise their voting rights by proxy. Under our articles of incorporation, the person exercising the proxy does not have to be a shareholder. A person with a proxy must present a document evidencing its power of attorney in order to exercise voting rights.

Holders of ADSs will exercise their voting rights through the ADS depository. Subject to the provisions of the deposit agreement, the holders of ADSs will be entitled to instruct the depository how to vote the common shares underlying their ADSs.

### **Rights of dissenting shareholders**

In some limited circumstances, including the transfer of all or any significant part of our business and our merger or consolidation with another company, dissenting shareholders have the right to require us to purchase their



shares. In order for a dissenting shareholder to be entitled to such right, the common shares must have been acquired before the relevant resolution of the board of directors was disclosed to the public or the legal action resulting in the acquisition of the shares must have been taken no later than the date immediately following the date on which the resolution was disclosed. To exercise this right, the dissenting shareholders must submit to us a written notice of their intention to dissent before the applicable general meeting of shareholders. Within 20 days after the relevant resolution is passed, the dissenting shareholders must request us in writing to purchase their shares. We are obligated to purchase the shares of the dissenting shareholders within two months of the expiration of the applicable exercise period. The purchase price for the shares is required to be determined through negotiations between the dissenting shareholders and us. If an agreement is not attained within 30 days of the expiration of the applicable exercise period, we or the dissenting shareholder requesting the purchase of shares may request the court to determine the purchase price.

Holders of ADSs will not be able to exercise dissenter's rights unless they withdraw the underlying common shares and become our direct shareholders.

## **Register of shareholders and record dates**

Our transfer agent, Korea Securities Depository, maintains the registry of our shareholders at its office in Seoul, Korea. It records and registers transfers of our shares on the registry of shareholders.

The record date for annual dividends is December 31 of the applicable fiscal year. For the purpose of determining shareholders entitled to annual dividends, the registry of shareholders is closed for the period from January 1 to January 31 of the following fiscal year. Further, for the purpose of determining shareholders entitled to any other rights pertaining to the shares, we may, on at least two weeks' public notice, set a record date and/or close the registry of shareholders for not more than three months. The trading of shares may continue while the registry of shareholders is closed.

## **Annual report**

At least one week before the annual general meeting of shareholders, we must make our annual report and audited financial statements available for inspection at our principal office and at all of our branch offices. In addition, copies of annual reports, the audited financial statements and any resolution adopted at the general meeting of shareholders will be available to our shareholders.

## **Transfer of shares**

Under the Commercial Act, the transfer of shares is effected by the delivery of share certificates. Our shares are registered electronically pursuant to such Act and we have not issued definitive share certificates. Under the Act on Electronic Registration of Stocks, Bonds, Etc. of Korea, the transfer of shares is effected by electronic registration of such transfer. However, to assert shareholders' rights against us, the transferee must have his name and address registered on our register of shareholders. For this purpose, a shareholder is required to file his name, address and seal with our transfer agent. A non-Korean shareholder may file a specimen signature in place of a seal, unless he is a citizen of a country with a sealing system similar to that of Korea. In addition, a non-resident shareholder must appoint an agent authorized to receive notices on his behalf in Korea and file a mailing address in Korea.

The above requirements do not apply to the holders of ADSs.

Under current Korean regulations, the Korea Securities Depository, foreign exchange banks (including domestic branches of foreign banks), financial investment companies with a brokerage, dealing, or collective investment

license, and internationally recognized custodians may act as agents and provide related services for foreign shareholders. Certain foreign exchange controls and securities regulations apply to the transfer of shares by non-residents or non-Koreans.

### **Acquisition of shares**

Under the Commercial Act, we may acquire our own shares through (i) purchases on a stock exchange or (ii) purchase of the shares in proportion to the number of shares held by each shareholder on equal terms and conditions, by a resolution of the shareholders at a general meeting of shareholders. The aggregate amount of the acquisition price shall not exceed the excess of our net assets, on a non-consolidated basis, over the sum of (w) our stated capital, (x) the total amount of our capital surplus reserve and earned surplus reserve which have accumulated up to the end of the previous fiscal year, (y) our earned surplus required to be accumulated for the then current fiscal year, and (z) our net assets stated in the balance sheet as being increased as a result of the evaluation of the assets and liabilities in accordance with our accounting principles without being set off against any unrealized losses.

In addition, under the Commercial Act, we may not acquire our own shares if our net assets may fall short of the aggregate amount of the items (w) to (z) above, on a non-consolidated basis, as of the conclusion of the relevant business year of us. In general, our subsidiaries (of whose shares more than 50% are owned by us) may not acquire our shares.

### **Liquidation rights**

In the event of our liquidation, after payment of all debts, liquidation expenses, and taxes, our remaining assets will be distributed among shareholders in proportion to their shareholdings.

### **Other provisions**

Under our articles of incorporation, there exists no provision (i) which may delay or prevent a change in control of us (that is triggered only in the event of a merger, acquisition, or corporate restructuring), (ii) which requires disclosure of ownership above a certain threshold, or (iii) that governs the change in capital that is more stringent than required by the applicable laws in Korea.

Further, under our articles of incorporation, we are required to register the rights to be recorded on share certificates and preemptive right certificates with the electronic registration ledger of the electronic registration authority, in lieu of issuing share certificates and preemptive right certificates.

### **Transfer agent and registrar**

The transfer agent and registrar for our common shares will be Korea Securities Depository having its registered office at BIFC, 40, Munhyeongeumyung-ro, Nam-gu, Busan 48400, Korea.

### **Stock exchange listing**

Our ADSs have been approved for listing on the NASDAQ Stock Market under the symbol "DDI."

# Korean foreign exchange controls and securities regulations

## General

The Foreign Exchange Transaction Act of Korea and the Presidential Decree and regulations under that Act and Decree, which we refer to collectively as the Foreign Exchange Transaction Laws, regulate investments in Korean securities by non-residents and issuances of securities outside Korea by Korean companies. Non-residents may invest in Korean securities pursuant to the Foreign Exchange Transaction Laws. The Financial Services Commission has also adopted, pursuant to its authority under the FSCMA, regulations that regulate investments by foreigners in Korean securities and issuances of securities outside Korea by Korean companies.

Subject to certain limitations, the Ministry of Economy and Finance has the authority to take the following actions under the Foreign Exchange Transaction Laws:

- if the Korean government deems it necessary on account of war, armed conflict, natural disaster, grave and sudden and significant changes in domestic or foreign economic circumstances, or similar events or circumstances, the Ministry of Economy and Finance may (i) temporarily suspend payment, receipt, or performance under any or all foreign exchange transactions, in whole or in part, to which the Foreign Exchange Transaction Laws apply (including suspension of payment and receipt of foreign exchange), (ii) impose an obligation to deposit, safe-keep, or sell precious metal or any means of payment to The Bank of Korea, a foreign exchange equalization fund, or certain other governmental agencies or financial companies, or (iii) require resident creditors to collect and recover debts owed by non-resident debtors and to retrieve them to Korea; and
- if the Korean government concludes that the international balance of payments and international financial markets are experiencing or are likely to experience significant disruption or that the movement of capital between Korea and other countries is likely to adversely affect its currency policies, exchange rate policies or other macroeconomic policies, the Ministry of Economy and Finance may take action to require any person who intends to effect a capital transaction to obtain permission or to require any person who effects a capital transaction to deposit a portion of the means of payment acquired in such transaction with The Bank of Korea, a foreign exchange equalization fund, or certain other governmental agencies or financial companies.

The authority of the Ministry of Economy and Finance would not, however, be applicable to foreign investments made pursuant to the Foreign Investment Promotion Act of Korea.

## Government review of issuances of ADSs

In order for us to issue ADSs in excess of US\$30 million, we are required to submit a report to the Ministry of Economy and Finance with respect to the issuance of such ADSs prior to and after such issuance. The aggregate principal amount of any foreign currency loans borrowed, and any securities offered and issued, outside Korea during the one-year period immediately preceding the submission of such report will be counted to determine whether such US\$30 million threshold has been exceeded. The Ministry of Economy and Finance may at its discretion direct us to take necessary measures to avoid exchange rate fluctuations in connection with its acceptance of the report of our issuance of the ADSs.

Under current Korean laws and regulations, in order for the depositary to accept for deposit any existing common shares from holders of the common shares, other than from us, for the purpose of issuing ADSs representing such common shares, the depositary would be required to obtain our prior consent if the number of common shares to be deposited for the purpose of issuing such ADSs exceeds that of the common shares already withdrawn from the ADS facility.

## **Reporting requirements for holders of substantial interests**

In the case of an investment in the amount of ₩100 million or more, (i) an investment by a foreign investor in 10% or more of the outstanding shares with voting rights of a Korean company or (ii) an acquisition by a foreign investor holding shares of a Korean company of a right to nominate or appoint a director or a senior officer of such company constitutes a foreign direct investment for purposes of the Foreign Investment Promotion Act of Korea. Generally, under the Foreign Investment Promotion Act of Korea, such foreign direct investment must be reported to a foreign exchange bank or Korea Trade-Investment Promotion Agency designated by the Ministry of Trade, Industry and Energy prior to such investment. The acquisition of shares in a Korean company by a foreign investor may also be subject to certain foreign or other shareholding restrictions in the event that the restrictions are prescribed in a specific law that regulates the business of the Korean company. Changes in ownership of shares of a Korean company by a foreign direct investor are subject to reporting requirements.

## **Restrictions applicable to ADSs**

No Korean governmental approval is necessary for the sale and purchase of ADSs in the secondary market outside Korea or for the withdrawal of shares underlying ADSs. Persons who have acquired shares as a result of the withdrawal of shares underlying the ADSs may exercise their preemptive rights for any newly issued shares of ours and participate in free distributions and receive dividends on shares without any further governmental approval. In addition, we are required to file a securities registration statement with the Financial Services Commission and such securities registration statement has to become effective pursuant to the FSCMA in order for us to issue shares represented by ADSs, except in certain limited circumstances.

## **Restrictions applicable to shares**

Certificates evidencing common shares of Korean companies must be kept in custody with an eligible custodian in Korea. Only foreign exchange banks, investment dealers or brokers (which may include a Korean securities company and a non-Korean securities company's branch office in Korea), the Korea Securities Depository, asset management companies, and internationally recognized custodians are eligible to act as a custodian of such shares for a non-resident or foreign investor. A custodian acting for a non-resident or foreign investor must deposit the shares with the Korea Securities Depository. However, a foreign investor may be exempted from such deposit requirement with the approval of the Governor of the Financial Supervisory Service (the "Governor") in circumstances where its compliance with such requirement is impracticable, including cases where such compliance would contravene the laws of its home country.

A foreign investor may appoint one or more standing proxies from among the Korea Securities Depository, foreign exchange banks, investment dealers or brokers (which may include Korean securities companies and Korean branch offices of non-Korean securities companies), asset management companies, and internationally recognized foreign custodians. Generally, a foreign investor may not allow any person, other than its standing proxy, to exercise any rights associated with its shares or perform any tasks related to such shares on its behalf. However, a foreign investor may be exempted from complying with these standing proxy rules with the approval of the Governor in circumstances where such compliance is impracticable, including cases where such compliance would contravene the laws of its home country.

No governmental approval is required for a foreign investor to receive any dividends or sales proceeds in Korean Won of any shares in a Korean company which are to be paid, received, and retained in Korea. Such dividends or sales proceeds received by such foreign investor may be deposited in a Korean Won account established with such investor's investment dealer or investment broker or its Korean Won account established with a foreign exchange bank. Funds in such foreign investor's Korean Won account may be transferred to its

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foreign currency account in Korea or withdrawn for investing in shares in any Korean company (including the Company) and other limited purposes.

Investment dealers and investment brokers are allowed to open foreign currency accounts with foreign exchange banks exclusively for accommodating foreign investors' stock investments in Korea. Through these accounts, investment dealers and investment brokers may enter into foreign exchange transactions on a limited basis, such as conversion of foreign currency funds and Korean Won funds, either as a counterparty to or on behalf of foreign investors, without the investors having to open their own accounts with foreign exchange banks.

# Description of American Depositary Shares

## American Depositary Shares

Citibank, N.A. has agreed to act as the depositary bank for the American Depositary Shares. Citibank's depositary offices are located at 388 Greenwich Street, New York, New York 10013. American Depositary Shares are frequently referred to as "ADSs" and represent ownership interests in securities that are on deposit with the depositary bank. ADSs may be represented by certificates that are commonly known as "American Depositary Receipts" or "ADRs." The depositary bank typically appoints a custodian to safekeep the securities on deposit. In this case, the custodian is Korea Securities Depository, located at 34-6 Yoido-Dong, Yeongdeungpo-Ga, Seoul 150-948, Korea.

We appointed Citibank as depositary bank pursuant to a deposit agreement. A copy of the deposit agreement is on file with the SEC under cover of a Registration Statement on Form F-6. You may obtain a copy of the deposit agreement from the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549, and from the SEC's website ([www.sec.gov](http://www.sec.gov)). Please refer to Registration Number 333-239022 when retrieving such copy.

We are providing you with a summary description of the material terms of the ADSs and of your material rights as an owner of ADSs. Please remember that summaries by their nature lack the precision of the information summarized and that the rights and obligations of an owner of ADSs will be determined by reference to the terms of the deposit agreement and not by this summary. We urge you to review the deposit agreement in its entirety. The portions of this summary description that are italicized describe matters that may be relevant to the ownership of ADSs but that may not be contained in the deposit agreement.

Twenty ADSs represent the right to receive, and to exercise the beneficial ownership interests in, one common share that is on deposit with the depositary bank and/or custodian. ADSs also represent the right to receive, and to exercise the beneficial interests in, any other property received by the depositary bank or the custodian on behalf of the owner of the ADSs, but that have not been distributed to the owners of ADSs because of legal restrictions or practical considerations. We and the depositary bank may agree to change the ADS-to-share ratio by amending the deposit agreement. This amendment may give rise to, or change, the depositary fees payable by ADS owners. The custodian, the depositary bank, and their respective nominees will hold all deposited property for the benefit of the holders and beneficial owners of ADSs. The deposited property does not constitute the proprietary assets of the depositary bank, the custodian, or their nominees. Beneficial ownership in the deposited property will, under the terms of the deposit agreement, be vested in the beneficial owners of the ADSs. The depositary bank, the custodian, and their respective nominees will be the record holders of the deposited property represented by the ADSs for the benefit of the holders and beneficial owners of the corresponding ADSs. A beneficial owner of ADSs may or may not be the holder of ADSs. Beneficial owners of ADSs will be able to receive, and to exercise beneficial ownership interests in, the deposited property only through the registered holders of the ADSs, the registered holders of the ADSs (on behalf of the applicable ADS owners) only through the depositary bank, and the depositary bank (on behalf of the owners of the corresponding ADSs) directly, or indirectly, through the custodian or their respective nominees, in each case upon the terms of the deposit agreement.

If you become an owner of ADSs, you will become a party to the deposit agreement and therefore will be bound to its terms and to the terms of any ADR that represents your ADSs. The deposit agreement and the ADR specify our rights and obligations as well as your rights and obligations as owner of ADSs and those of the depositary bank. As an ADS holder, you appoint the depositary bank to act on your behalf in certain circumstances. The deposit agreement and the ADRs are governed by New York law. However, our obligations to the holders of common shares will continue to be governed by the laws of Korea, which may be different from the laws in the United States.

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In addition, applicable laws and regulations may require you to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. You are solely responsible for complying with such reporting requirements and obtaining such approvals. None of the depositary bank, the custodian, us, nor any of their or our respective agents or affiliates shall be required to take any actions whatsoever on your behalf to satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

*As an owner of ADSs, we will not treat you as one of our shareholders and you will not have direct shareholder rights. The depositary bank will hold on your behalf the shareholder rights attached to the common shares underlying your ADSs. As an owner of ADSs you will be able to exercise the shareholder rights for the common shares represented by your ADSs through the depositary bank only to the extent contemplated in the deposit agreement. To exercise any shareholder rights not contemplated in the deposit agreement you will, as an ADS owner, need to arrange for the cancellation of your ADSs and become a direct shareholder.*

The manner in which you own the ADSs (e.g., in a brokerage account vs. as registered holder, or as holder of certificated vs. uncertificated ADSs) may affect your rights and obligations, and the manner in which, and extent to which, the depositary bank's services are made available to you. As an owner of ADSs, you may hold your ADSs either by means of an ADR registered in your name, through a brokerage or safekeeping account, or through an account established by the depositary bank in your name reflecting the registration of uncertificated ADSs directly on the books of the depositary bank (commonly referred to as the "direct registration system" or "DRS"). The direct registration system reflects the uncertificated (book-entry) registration of ownership of ADSs by the depositary bank. Under the direct registration system, ownership of ADSs is evidenced by periodic statements issued by the depositary bank to the holders of the ADSs. The direct registration system includes automated transfers between the depositary bank and The Depository Trust Company ("DTC"), the central book-entry clearing and settlement system for equity securities in the United States. If you decide to hold your ADSs through your brokerage or safekeeping account, you must rely on the procedures of your broker or bank to assert your rights as ADS owner. Banks and brokers typically hold securities such as the ADSs through clearing and settlement systems such as DTC. The procedures of such clearing and settlement systems may limit your ability to exercise your rights as an owner of ADSs. Please consult with your broker or bank if you have any questions concerning these limitations and procedures. All ADSs held through DTC will be registered in the name of a nominee of DTC. This summary description assumes you have opted to own the ADSs directly by means of an ADS registered in your name and, as such, we will refer to you as the "holder." When we refer to "you," we assume the reader owns ADSs and will own ADSs at the relevant time.

The registration of the common shares in the name of the depositary bank or the custodian shall, to the maximum extent permitted by applicable law, vest in the depositary bank or the custodian the record ownership in the applicable common shares with the beneficial ownership rights and interests in such common shares being at all times vested with the beneficial owners of the ADSs representing the common shares. The depositary bank or the custodian shall at all times be entitled to exercise the beneficial ownership rights in all deposited property, in each case only on behalf of the holders and beneficial owners of the ADSs representing the deposited property.

## **Dividends and distributions**

As a holder of ADSs, you generally have the right to receive the distributions we make on the securities deposited with the custodian. Your receipt of these distributions may be limited, however, by practical considerations and legal limitations. Holders of ADSs will receive such distributions under the terms of the deposit agreement in proportion to the number of ADSs held as of the specified record date, after deduction of the applicable fees, taxes, and expenses.

## **Distributions of cash**

Whenever we make a cash distribution for the securities on deposit with the custodian, we will deposit the funds with the custodian. Upon receipt of confirmation of the deposit of the requisite funds, the depository bank will arrange for the funds received in a currency other than U.S. dollars to be converted into U.S. dollars and for the distribution of the U.S. dollars to the holders, subject to the laws and regulations of Korea.

The conversion into U.S. dollars will take place only if practicable and if the U.S. dollars are transferable to the United States. The depository bank will apply the same method for distributing the proceeds of the sale of any property (such as undistributed rights) held by the custodian in respect of securities on deposit.

The distribution of cash will be made net of the fees, expenses, taxes, and governmental charges payable by holders under the terms of the deposit agreement. The depository bank will hold any cash amounts it is unable to distribute in a non-interest-bearing account for the benefit of the applicable holders and beneficial owners of ADSs until the distribution can be effected or the funds that the depository bank holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States.

## **Distributions of shares**

Whenever we make a free distribution of common shares for the securities on deposit with the custodian, we will deposit the applicable number of common shares with the custodian. Upon receipt of confirmation of such deposit, the depository bank will either distribute to holders new ADSs representing the common shares deposited or modify the ADS-to-common share ratio, in which case each ADS you hold will represent rights and interests in the additional common shares so deposited. Only whole new ADSs will be distributed. Fractional entitlements will be aggregated and sold and the proceeds of such sale will be distributed as in the case of a cash distribution.

The distribution of new ADSs or the modification of the ADS-to-common share ratio upon a distribution of common shares will be made net of the applicable fees, expenses, taxes, and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes or governmental charges, the depository bank may sell all or a portion of the new common shares so distributed.

No such distribution of new ADSs will be made if it would violate a law (e.g., the U.S. securities laws) or if it is not operationally practicable. If the depository bank does not distribute new ADSs as described above, it may sell the common shares received upon the terms described in the deposit agreement and will distribute the proceeds of the sale as in the case of a distribution of cash.

## **Distributions of rights**

Whenever we intend to distribute rights to subscribe for additional common shares, we will give prior notice to the depository bank and we will assist the depository bank in determining whether it is lawful and reasonably practicable to distribute rights to subscribe for additional ADSs to holders.

The depository bank will establish procedures to distribute rights to subscribe for additional ADSs to holders and to enable such holders to exercise such rights if it is lawful and reasonably practicable to make the rights available to holders of ADSs, and if we provide all of the documentation contemplated in the deposit agreement (such as opinions to address the lawfulness of the transaction). You may have to pay fees, expenses, taxes, and other governmental charges to subscribe for the new ADSs upon the exercise of your rights. The depository bank is not obligated to establish procedures to facilitate the distribution and exercise by holders of rights to subscribe for new common shares other than in the form of ADSs.



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The depositary bank will not distribute the rights to you if:

- We do not timely request that the rights be distributed to you or we request that the rights not be distributed to you;
- We fail to deliver satisfactory documents to the depositary bank;
- It is not reasonably practicable to distribute the rights; or
- Any rights made available are not exercised and appear to be about to lapse.

The depositary bank will sell the rights that are not exercised or not distributed if such sale is lawful and reasonably practicable. The proceeds of such sale will be distributed to holders as in the case of a cash distribution. If the depositary bank is unable to sell the rights, it will allow the rights to lapse.

### **Elective distributions**

Whenever we intend to distribute a dividend payable at the election of shareholders either in cash or in additional shares, we will give prior notice thereof to the depositary bank and will indicate whether we wish the elective distribution to be made available to you. In such case, we will assist the depositary bank in determining whether such distribution is lawful and reasonably practicable.

The depositary bank will make the election available to you only if it is reasonably practicable and if we have provided all of the documentation contemplated in the deposit agreement. In such case, the depositary bank will establish procedures to enable you to elect to receive the proposed distribution either in cash or additional ADSs, in each case as described in the deposit agreement.

If the election is not made available to you, you will receive either cash or additional ADSs, depending on what a shareholder in Korea would receive upon failing to make an election, as more fully described in the deposit agreement.

### **Other distributions**

Whenever we intend to distribute property other than cash, common shares, or rights to subscribe for additional common shares, we will notify the depositary bank in advance and will indicate whether we wish such distribution to be made to you. If so, we will assist the depositary bank in determining whether such distribution to holders is lawful and reasonably practicable.

If it is reasonably practicable to distribute such property to you and if we provide to the depositary bank all of the documentation contemplated in the deposit agreement, the depositary bank will distribute the property to the holders in a manner it deems practicable.

The distribution will be made net of the applicable fees, expenses, taxes, and governmental charges payable by holders under the terms of the deposit agreement. In order to pay such taxes and governmental charges, the depositary bank may sell all or a portion of the property received.

The depositary bank will not distribute the property to you and will sell the property if:

- We do not request that the property be distributed to you or if we request that the property not be distributed to you;
- We do not deliver satisfactory documents to the depositary bank; or
- The depositary bank determines that all or a portion of the distribution to you is not reasonably practicable.

The proceeds of such a sale will be distributed to holders as in the case of a cash distribution.

## Redemption

Whenever we decide to redeem any of the securities on deposit with the custodian, we will notify the depositary bank in advance. If it is practicable and if we provide all of the documentation contemplated in the deposit agreement, the depositary bank will provide notice of the redemption to the holders.

The custodian will be instructed to surrender the shares being redeemed against payment of the applicable redemption price. The depositary bank will convert into U.S. dollars upon the terms of the deposit agreement the redemption funds received in a currency other than U.S. dollars and will establish procedures to enable holders to receive the net proceeds from the redemption upon surrender of their ADSs to the depositary bank. You may have to pay fees, expenses, taxes, and other governmental charges upon the redemption of your ADSs. If less than all ADSs are being redeemed, the ADSs to be retired will be selected by lot or on a *pro rata* basis, as may be determined by the depositary bank.

## Changes affecting common shares

The common shares held on deposit for your ADSs may change from time to time. For example, there may be a change in nominal or par value, split-up, cancellation, consolidation, or any other reclassification of such common shares or a recapitalization, reorganization, merger, consolidation, or sale of assets affecting the Company.

If any such change were to occur, your ADSs would, to the extent permitted by law and the deposit agreement, represent the right to receive the property received or exchanged in respect of the common shares held on deposit. The depositary bank may in such circumstances deliver new ADSs to you, amend the deposit agreement, the ADRs, and the applicable Registration Statement(s) on Form F-6, call for the surrender of your existing ADSs for new ADSs, and take any other actions that are appropriate to reflect as to the ADSs the change affecting the Shares. If the depositary bank may not lawfully distribute such property to you, the depositary bank may sell such property at public or private sale and distribute the net proceeds to you as in the case of a cash distribution net of fees and charges of, and expenses incurred by the depositary.

## Issuance of ADSs upon deposit of common shares

After the completion of the offering, the common shares that are being offered for sale pursuant to the prospectus will be deposited by us and by the selling shareholder with the custodian. Upon receipt of confirmation of such deposit, the depositary bank will issue ADSs to the Sole Bookrunner named in the prospectus.

After the closing of the offering, the depositary bank may create ADSs on your behalf if you or your broker deposit common shares with the custodian. The depositary bank will deliver these ADSs to the person you indicate only after you pay any applicable issuance fees and any charges and taxes payable for the transfer of the common shares to the custodian. Your ability to deposit common shares and receive ADSs may be limited by U.S. and Korean legal considerations applicable at the time of deposit.

The issuance of ADSs may be delayed until the depositary bank or the custodian receives confirmation that all required approvals have been given and that the common shares have been duly transferred to the custodian. The depositary bank will only issue ADSs in whole numbers.

When you make a deposit of common shares, you will be responsible for transferring good and valid title to the depositary bank. As such, you will be deemed to represent and warrant that:

- The common shares are duly authorized, validly issued, fully paid, non-assessable, and legally obtained.
- All preemptive (and similar) rights, if any, with respect to such common shares have been validly waived or exercised.

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- You are duly authorized to deposit the common shares.
- The common shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, and are not, and the ADSs issuable upon such deposit will not be, “restricted securities” (as defined in the deposit agreement).
- The common shares presented for deposit have not been stripped of any rights or entitlements.

If any of the representations or warranties are incorrect in any way, we and the depositary bank may, at your cost and expense, take any and all actions necessary to correct the consequences of the misrepresentations.

### **Transfer, combination and split-up of ADRs**

As an ADR holder, you will be entitled to transfer, combine, or split up your ADRs and the ADSs evidenced thereby. For transfers of ADRs, you will have to surrender the ADRs to be transferred to the depositary bank and also must:

- ensure that the surrendered ADR is properly endorsed or otherwise in proper form for transfer;
- provide such proof of identity and genuineness of signatures as the depositary bank deems appropriate;
- provide any transfer stamps required by the State of New York or the United States; and
- pay all applicable fees, charges, expenses, taxes, and other government charges payable by ADR holders pursuant to the terms of the deposit agreement, upon the transfer of ADRs.

To have your ADRs either combined or split up, you must surrender the ADRs in question to the depositary bank with your request to have them combined or split up, and you must pay all applicable fees, charges, and expenses payable by ADR holders, pursuant to the terms of the deposit agreement, upon a combination or split up of ADRs.

### **Withdrawal of common shares upon cancellation of ADSs**

As a holder, you will be entitled to present your ADSs to the depositary bank for cancellation and then receive the corresponding number of underlying common shares at the custodian’s offices. Your ability to withdraw the common shares held in respect of the ADSs may be limited by U.S. and Korean legal considerations applicable at the time of withdrawal. In order to withdraw the common shares represented by your ADSs, you will be required to pay to the depositary bank the fees for cancellation of ADSs and any charges and taxes payable upon the transfer of the common shares. You assume the risk for delivery of all funds and securities upon withdrawal. Once canceled, the ADSs will not have any rights under the deposit agreement.

If you hold ADSs registered in your name, the depositary bank may ask you to provide proof of identity and genuineness of any signature and such other documents as the depositary bank may deem appropriate before it will cancel your ADSs. The withdrawal of the common shares represented by your ADSs may be delayed until the depositary bank receives satisfactory evidence of compliance with all applicable laws and regulations. Please keep in mind that the depositary bank will only accept ADSs for cancellation that represent a whole number of securities on deposit.

You will have the right to withdraw the securities represented by your ADSs at any time except for:

- Temporary delays that may arise because (i) the transfer books for the common shares or ADSs are closed, or (ii) common shares are immobilized on account of a shareholders’ meeting or a payment of dividends.

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- Obligations to pay fees, taxes, and similar charges.
- Restrictions imposed because of laws or regulations applicable to ADSs or the withdrawal of securities on deposit.

The deposit agreement may not be modified to impair your right to withdraw the securities represented by your ADSs except to comply with mandatory provisions of law.

### **Voting rights**

As a holder, you generally have the right under the deposit agreement to instruct the depositary bank to exercise the voting rights for the common shares represented by your ADSs. The voting rights of holders of common shares are described in “Description of securities—Voting rights.”

At our request, the depositary bank will distribute to you any notice of shareholders’ meeting received from us together with information explaining how to instruct the depositary bank to exercise the voting rights of the securities represented by ADSs. In lieu of distributing such materials, the depositary bank may distribute to holders of ADSs instructions on how to retrieve such materials upon request.

If the depositary bank timely receives voting instructions from a holder of ADSs, it will endeavor to vote the securities (in person or by proxy) represented by the holder’s ADSs in accordance with such voting instructions.

Securities for which no voting instructions have been received shall be deemed to have instructed the depositary to give a discretionary proxy to a person designated by us to vote the common shares represented by such holders’ ADSs; provided, however, that no such discretionary proxy shall be given with respect to any matter to be voted upon as to which we inform the depositary that (i) we do not wish such proxy to be given, (ii) substantial opposition exists, or (iii) the rights of holders of common shares may be adversely affected, and except as otherwise contemplated in the deposit agreement. Please note that the ability of the depositary bank to carry out voting instructions may be limited by practical and legal limitations and the terms of the securities on deposit. We cannot assure you that you will receive voting materials in time to enable you to return voting instructions to the depositary bank in a timely manner.

## Fees and charges

As an ADS holder, you will be required to pay the following fees under the terms of the deposit agreement:

Service	Fees
• Issuance of ADSs (e.g., an issuance of ADSs upon a deposit of common shares, upon a change in the ADS-to-common share ratio, or for any other reason), excluding ADS issuances as a result of distributions of common shares)	Up to \$0.05 per ADS issued
• Cancellation of ADSs (e.g., a cancellation of ADSs for delivery of deposited shares, upon a change in the ADS-to-common share ratio, or for any other reason)	Up to \$0.05 per ADS cancelled
• Distribution of cash dividends or other cash distributions (e.g., upon a sale of rights and other entitlements)	Up to \$0.05 per ADS held
• Distribution of ADSs pursuant to (i) stock dividends or other free stock distributions, or (ii) an exercise of rights to purchase additional ADSs	Up to \$0.05 per ADS held
• Distribution of securities other than ADSs or rights to purchase additional ADSs (e.g., a spin-off shares)	Up to \$0.05 per ADS held
• ADS Services	Up to \$0.05 per ADS held on the applicable record date(s) established by the depositary bank
• Registration of ADS transfers (e.g., upon a registration of the transfer of registered ownership of ADSs, upon a transfer of ADSs into DTC and <i>vice versa</i> , or for any other reason)	Up to \$0.05 per ADS (or fraction thereof) transferred
• Conversion of ADSs of one series for ADSs of another series (e.g., upon conversion of Partial Entitlement ADSs for Full Entitlement ADSs, or upon conversion of Restricted ADSs (each as defined in the Deposit Agreement) into freely transferable ADSs, and <i>vice versa</i> ).	Up to \$0.05 per ADS (or fraction thereof) converted

As an ADS holder you will also be responsible to pay certain charges such as:

- taxes (including applicable interest and penalties) and other governmental charges;
- the registration fees as may from time to time be in effect for the registration of common shares on the share register and applicable to transfers of common shares to or from the name of the custodian, the depositary bank, or any nominees upon the making of deposits and withdrawals, respectively;
- certain cable, telex, and facsimile transmission and delivery expenses;
- the fees, expenses, spreads, taxes, and other charges of the depositary bank and/or service providers (which may be a division, branch, or affiliate of the depositary bank) in the conversion of foreign currency;
- the reasonable and customary out-of-pocket expenses incurred by the depositary bank in connection with compliance with exchange control regulations and other regulatory requirements applicable to common shares, ADSs, and ADRs; and

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- the fees, charges, costs, and expenses incurred by the depository bank, the custodian, or any nominee in connection with the ADR program.

ADS fees and charges for (i) the issuance of ADSs, and (ii) the cancellation of ADSs are charged to the person for whom the ADSs are issued (in the case of ADS issuances) and to the person for whom ADSs are cancelled (in the case of ADS cancellations). In the case of ADSs issued by the depository bank into DTC, the ADS issuance and cancellation fees and charges may be deducted from distributions made through DTC, and may be charged to the DTC participant(s) receiving the ADSs being issued or the DTC participant(s) holding the ADSs being cancelled, as the case may be, on behalf of the beneficial owner(s) and will be charged by the DTC participant(s) to the account of the applicable beneficial owner(s) in accordance with the procedures and practices of the DTC participants as in effect at the time. ADS fees and charges in respect of distributions and the ADS service fee are charged to the holders as of the applicable ADS record date. In the case of distributions of cash, the amount of the applicable ADS fees and charges is deducted from the funds being distributed. In the case of (i) distributions other than cash and (ii) the ADS service fee, holders as of the ADS record date will be invoiced for the amount of the ADS fees and charges and such ADS fees and charges may be deducted from distributions made to holders of ADSs. For ADSs held through DTC, the ADS fees and charges for distributions other than cash and the ADS service fee may be deducted from distributions made through DTC and may be charged to the DTC participants in accordance with the procedures and practices prescribed by DTC, and the DTC participants in turn charge the amount of such ADS fees and charges to the beneficial owners for whom they hold ADSs. In the case of (i) registration of ADS transfers, the ADS transfer fee will be payable by the ADS Holder whose ADSs are being transferred or by the person to whom the ADSs are transferred, and (ii) conversion of ADSs of one series for ADSs of another series, the ADS conversion fee will be payable by the holder whose ADSs are converted or by the person to whom the converted ADSs are delivered.

In the event of refusal to pay the depository bank fees, the depository bank may, under the terms of the deposit agreement, refuse the requested service until payment is received or may set off the amount of the depository bank fees from any distribution to be made to the ADS holder. Certain depository fees and charges (such as the ADS services fee) may become payable shortly after the closing of the ADS offering. Note that the fees and charges you may be required to pay may vary over time and may be changed by us and by the depository bank. You will receive prior notice of such changes. The depository bank may reimburse us for certain expenses incurred by us in respect of the ADR program, by making available a portion of the ADS fees charged in respect of the ADR program or otherwise, upon such terms and conditions as we and the depository bank agree from time to time.

### **Amendments and termination**

We may agree with the depository bank to modify the deposit agreement at any time without your consent. We undertake to give holders 30 days' prior notice of any modifications that would materially prejudice any of their substantial rights under the deposit agreement. We will not consider to be materially prejudicial to your substantial rights any modifications or supplements that are reasonably necessary for the ADSs to be registered under the Securities Act or to be eligible for book-entry settlement, in each case without imposing or increasing the fees and charges you are required to pay. In addition, we may not be able to provide you with prior notice of any modifications or supplements that are required to accommodate compliance with applicable provisions of law.

You will be bound by the modifications to the deposit agreement if you continue to hold your ADSs after the modifications to the deposit agreement become effective. The deposit agreement cannot be amended to prevent you from withdrawing the common shares represented by your ADSs (except as permitted by law).

We have the right to direct the depositary bank to terminate the deposit agreement. Similarly, the depositary bank may in certain circumstances on its own initiative terminate the deposit agreement. In either case, the depositary bank must give notice to the holders at least 30 days before termination. Until termination, your rights under the deposit agreement will be unaffected.

## **Termination**

After termination, the depositary bank will continue to collect distributions received (but will not distribute any such property until you request the cancellation of your ADSs) and may sell the securities held on deposit. After the sale, the depositary bank will hold the proceeds from such sale and any other funds then held for the holders of ADSs in a non-interest-bearing account. At that point, the depositary bank will have no further obligations to holders other than to account for the funds then held for the holders of ADSs still outstanding (after deduction of applicable fees, taxes, and expenses).

In connection with any termination of the deposit agreement, the depositary bank may make available to owners of ADSs a means to withdraw the common shares represented by ADSs and to direct the depositary of such common shares into an unsponsored American depositary share program established by the depositary bank. The ability to receive unsponsored American depositary shares upon termination of the deposit agreement would be subject to satisfaction of certain U.S. regulatory requirements applicable to the creation of unsponsored American depositary shares and the payment of applicable depositary fees.

## **Books of depositary**

The depositary bank will maintain ADS holder records at its depositary office. You may inspect such records at such office during regular business hours but solely for the purpose of communicating with other holders in the interest of business matters relating to the ADSs and the deposit agreement.

The depositary bank will maintain in the City of New York facilities to record and process the issuance, cancellation, combination, split-up, and transfer of ADSs. These facilities may be closed from time to time, to the extent not prohibited by law.

## **Limitations on obligations and liabilities**

The deposit agreement limits our obligations and the depositary bank's obligations to you. Please note the following:

- We and the depositary bank are obligated only to take the actions specifically stated in the deposit agreement without negligence or bad faith.
- The depositary bank disclaims any liability for any failure to carry out voting instructions, for any manner in which a vote is cast or for the effect of any vote, provided it acts in good faith and in accordance with the terms of the deposit agreement.
- The depositary bank disclaims any liability for any failure to determine the lawfulness or practicality of any action, for the content of any document forwarded to you on our behalf or for the accuracy of any translation of such a document, for the investment risks associated with investing in common shares, for the validity or worth of the common shares, for any tax consequences that result from the ownership of ADSs, for the credit-worthiness of any third party, for allowing any rights to lapse under the terms of the deposit agreement, for the timeliness of any of our notices, or for our failure to give notice.
- We and the depositary bank will not be obligated to perform any act that is inconsistent with the terms of the deposit agreement.

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- We and the depositary bank disclaim any liability if we or the depositary bank are prevented or forbidden from or subject to any civil or criminal penalty or restraint on account of, or delayed in, doing or performing any act or thing required by the terms of the deposit agreement, by reason of any provision, present or future, of any law or regulation, or by reason of any provision, present or future, of our articles of incorporation, or any provision of or governing the securities on deposit, or by reason of any act of God or war, or other circumstances beyond our control.
- We and the depositary bank disclaim any liability by reason of any exercise of, or failure to exercise, any discretion provided for in the deposit agreement or in our articles of incorporation or in any provisions of or governing the securities on deposit.
- We and the depositary bank further disclaim any liability for any action or inaction in reliance on the advice or information received from legal counsel, accountants, any person presenting Shares for deposit, any holder of ADSs or authorized representatives thereof, or any other person believed by either of us in good faith to be competent to give such advice or information.
- We and the depositary bank also disclaim liability for the inability by a holder to benefit from any distribution, offering, right, or other benefit that is made available to holders of common shares but is not, under the terms of the deposit agreement, made available to you.
- We and the depositary bank may rely without any liability upon any written notice, request or other document believed to be genuine and to have been signed or presented by the proper parties.
- We and the depositary bank also disclaim liability for any consequential or punitive damages for any breach of the terms of the deposit agreement.
- No disclaimer of any Securities Act liability is intended by any provision of the deposit agreement.
- Nothing in the deposit agreement gives rise to a partnership or joint venture, or establishes a fiduciary relationship, among us, the depositary bank, and you as ADS holder.
- Nothing in the deposit agreement precludes Citibank, N.A. (or its affiliates) from engaging in transactions in which parties adverse to us or the holders and beneficial owners of ADSs have interests, and nothing in the deposit agreement obligates Citibank, N.A. to disclose those transactions, or any information obtained in the course of those transactions, to us or to the holders of beneficial owners of ADSs, or to account for any payment received as part of those transactions.

## **Taxes**

You will be responsible for the taxes and other governmental charges payable on the ADSs and the securities represented by the ADSs. We, the depositary bank, and the custodian may deduct from any distribution the taxes and governmental charges payable by holders and may sell any and all property on deposit to pay the taxes and governmental charges payable by holders. You will be liable for any deficiency if the sale proceeds do not cover the taxes that are due.

The depositary bank may refuse to issue ADSs, to deliver, transfer, split, and combine ADRs, or to release securities on deposit until all taxes and charges are paid by the applicable holder. The depositary bank and the custodian may take reasonable administrative actions to obtain tax refunds and reduced tax withholding for any distributions on your behalf. However, you may be required to provide to the depositary bank and to the custodian proof of taxpayer status and residence and such other information as the depositary bank and the custodian may require to fulfill legal obligations. You are required to indemnify us, the depositary bank, and the custodian for any claims with respect to taxes based on any tax benefit obtained for you.



## Foreign currency conversion

The depositary bank will arrange for the conversion of all foreign currency received into U.S. dollars if such conversion is practical, and it will distribute the U.S. dollars in accordance with the terms of the deposit agreement. You may have to pay fees and expenses incurred in converting foreign currency, such as fees and expenses incurred in complying with currency exchange controls and other governmental requirements.

If the conversion of foreign currency is not practical or lawful, or if any required approvals are denied or not obtainable at a reasonable cost or within a reasonable period, the depositary bank may take the following actions in its discretion:

- Convert the foreign currency to the extent practical and lawful and distribute the U.S. dollars to the holders for whom the conversion and distribution is lawful and practical.
- Distribute the foreign currency to holders for whom the distribution is lawful and practical.
- Hold the foreign currency (without liability for interest) for the applicable holders.

## Governing law; waiver of jury trial

The deposit agreement, the ADRs, and the ADSs will be governed by and interpreted in accordance with the laws of the State of New York. The rights of holders of common shares (including common shares represented by ADSs) are governed by the laws of the Korea.

**AS A PARTY TO THE DEPOSIT AGREEMENT, YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOUR RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF THE DEPOSIT AGREEMENT OR THE ADRS AGAINST US AND/OR THE DEPOSITARY BANK.**

*The deposit agreement provides that, to the extent permitted by law, ADS holders waive the right to a jury trial of any claim they may have against us or the depositary bank arising out of or relating to our common shares, the ADSs, or the deposit agreement, including any claim under U.S. federal securities laws. If we or the depositary bank opposed a jury trial demand based on the waiver, the court would determine whether the waiver was enforceable in the facts and circumstances of that case in accordance with applicable case law. However, you will not be deemed, by agreeing to the terms of the deposit agreement, to have waived our or the depositary bank's compliance with U.S. federal securities laws and the rules and regulations promulgated thereunder.*

## Shares eligible for future sale

Prior to this offering, no public market existed for our common shares or the ADSs. Sales of substantial amounts of our ADSs following this offering, or the perception that these sales could occur, could adversely affect prevailing market prices of our ADSs and could impair our future ability to obtain capital, especially through an offering of equity securities. We will have an aggregate of 2,477,672 common shares outstanding upon completion of this offering. Of these shares, the ADSs sold in this offering will be freely tradable without restriction or further registration under the Securities Act, unless purchased by “affiliates” (as that term is defined under Rule 144 of the Securities Act), who may sell only the volume of ADSs described below and whose sales would be subject to additional restrictions described below.

The remaining common shares will be held by our existing shareholders. Because substantially all of these shares were sold outside the United States to persons residing outside the United States at the time, they also will be freely tradable without restriction or further registration, except for the restrictions described below. None of our outstanding shares are subject to such lock-up agreements, except as described below.

### Rule 144

In general, under Rule 144 under the Securities Act, or Rule 144, as in effect on the date hereof, beginning 90 days after the date hereof, a person who holds restricted shares (assuming there are any restricted shares) and is not one of our affiliates at any time during the three months preceding a sale, and who has beneficially owned these restricted shares for at least six months, would be entitled to sell an unlimited number of our common shares, provided current public information about us is available. In addition, under Rule 144, a person who holds restricted shares in us and is not one of our affiliates at any time during the three months preceding a sale, and who has beneficially owned these restricted shares for at least one year, would be entitled to sell an unlimited number of shares immediately upon the closing of this offering without regard to whether current public information about us is available. Beginning 90 days after the date hereof, our affiliates who have beneficially owned our common shares for at least six months are entitled to sell within any three-month period a number of shares that does not exceed the greater of:

- one percent of the number of our common shares then outstanding, in the form of ADSs or otherwise, which will equal approximately 24,777 common shares immediately after this offering; and
- the average weekly trading volume of our ADSs on the NASDAQ Stock Market on which our ADSs trade during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale; provided that current public information about us is available and the affiliate complies with the manner of sale requirements imposed by Rule 144.

Upon expiration of the lock-up restrictions described under “Underwriting” below, substantially all of our outstanding common shares will either be unrestricted or will be eligible for sale under Rule 144, subject to Rule 144 volume limitations applicable to our affiliates. We cannot estimate the number of our common shares that our existing shareholders will elect to sell.

**THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL SHARE TRANSFER RESTRICTION MATTERS THAT MAY BE OF IMPORTANCE TO A PROSPECTIVE INVESTOR. EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN LEGAL ADVISOR REGARDING THE PARTICULAR SECURITIES LAWS AND TRANSFER RESTRICTION CONSEQUENCES OF PURCHASING, HOLDING, AND DISPOSING OF OUR COMMON SHARES, INCLUDING THE CONSEQUENCES OF ANY PROPOSED CHANGE IN APPLICABLE LAWS.**

## Material tax considerations

*The following description is not intended to constitute a complete summary of all tax consequences relating to the ownership or disposition of our common shares, including the ADSs, and does not constitute legal advice. You should consult your own tax advisor concerning the tax consequences of your particular situation, as well as any tax consequences that may arise under the laws of any state, local, foreign, including Korea, or other taxing jurisdiction.*

### Material Korean income tax considerations

The following is a summary of the principal Korean tax consequences to owners of the common shares or ADSs, as the case may be, who are non-resident individuals or non-Korean corporations without a permanent establishment in Korea to which the relevant income is attributable or with which the relevant income is effectively connected, or Non-resident Holders. The statements regarding Korean tax laws set forth below are based on the laws in force and as interpreted by the Korean taxation authorities as of the date hereof. This summary is not exhaustive of all possible tax considerations that may apply to a particular investor and potential investors are advised to satisfy themselves as to the overall tax consequences of the acquisition, ownership, and disposition of the common shares or ADSs, including specifically the tax consequences under Korean law, the laws of the jurisdiction of which they are resident, and any tax treaty between Korea and their country of residence, by consulting their own tax advisors.

#### ***Tax on dividends***

Dividends on the common shares or ADSs paid (whether in cash or in shares) to a holder who is not a resident of Korea (a "Non-resident Holder") will be subject to Korean withholding taxes at the rate of 22.0% (including local income tax) or such lower rate as is applicable under a treaty between Korea and such Non-resident Holder's country of tax residence. Free distributions of shares representing a capitalization of certain capital surplus reserves may be subject to Korean withholding taxes.

The tax is withheld by the payer of the dividend. Excess taxes withheld may be recoverable if you subsequently produce satisfactory evidence that you were entitled to have taxes withheld at a lower rate.

#### ***Tax on capital gains***

As a general rule, capital gains earned by Non-resident Holders upon transfer of the common shares or ADSs are subject to Korean withholding tax at the lower of (i) 11.0% (including local income tax) of the gross proceeds realized or (ii) 22.0% (including local income tax) of the net realized gains (subject to the production of satisfactory evidence of the acquisition costs and certain direct transaction costs), unless exempt from Korean income taxation under the effective Korean tax treaty with the Non-resident Holder's country of tax residence.

It should be noted that capital gains earned by you (regardless of whether you have a permanent establishment in Korea) from a transfer of ADSs outside Korea will generally be exempt from Korean income taxation so long as the ADSs are deemed to have been issued overseas, provided that this exemption shall not be applicable in the case where the holder of shares prior to the issuance of ADSs holds the newly-issued ADSs (with such shares underlying such ADSs).

#### ***Inheritance tax and gift tax***

Korean inheritance tax is imposed upon (i) all assets (wherever located) of the deceased if at the time of his death he was domiciled in Korea or had resided in Korea continuously for at least 183 days immediately prior to

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the death, and (ii) all property located in Korea which passes on death (irrespective of the domicile or residence of the deceased). Gift tax is imposed in similar circumstances to the above. The taxes are imposed if the value of the relevant property is above a certain limit and vary according to the identity of the parties involved.

Under Korean inheritance and gift tax laws, securities issued by a Korean corporation are deemed to be located in Korea irrespective of where they are physically located or by whom they are owned.

If a person dies while holding ADSs or if a person donates ADSs, it is unclear whether, for Korean inheritance and gift tax purposes, such person will be treated as the owner of the common shares underlying the ADSs. If the tax authority deems that ownership of ADSs is to be treated as ownership of the underlying share certificates, the holder of such ADSs may be treated as the owner of the common shares and such person's heir or donee (or in certain circumstances, such person as the donor) will be subject to Korean inheritance or gift tax; provided that the value of the ADSs or the underlying common shares is greater than a specified amount.

At present, Korea has not entered into any tax treaty relating to inheritance or gift taxes.

### **Securities transaction tax**

Depository receipts, which the ADSs constitute, are included in the scope of securities the transfers of which are subject to a securities transaction tax. However, transfer of depository receipts listed on a foreign securities exchange similar to that of Korea (e.g., NASDAQ) will not be subject to the securities transaction tax. If you transfer common shares, subject to certain exceptions, you will be subject to a securities transaction tax at the rate of 0.5% and will not be subject to an agriculture and fishery special surtax.

The securities transaction tax, if applicable, must be paid by the transferor of the shares or rights, in principle. When the transfer is effected through a securities settlement company, such settlement company is generally required to withhold and pay (to the tax authority) the tax, and when such transfer is made through a financial investment company with a brokerage license only, such company is required to withhold and pay the tax. Where the transfer is effected by a Non-resident Holder without a permanent establishment in Korea, other than through a securities settlement company or a financial investment company with a brokerage license, the transferee is required to withhold the securities transaction tax. Failure to do so will result in the imposition of penalties equal to the sum of (i) between 10.0% to 60.0% of the tax amount due, depending on the nature of the improper reporting, and (ii) 9.125% per annum on the tax amount due for the default period.

### **Tax treaties**

Korea has entered into a number of income tax treaties with other countries, including the United States, which reduce or exempt Korean withholding tax on dividend income and capital gains on transfer of common shares or ADSs. For example, under the Korea-U.S. income tax treaty, reduced rates of Korean withholding tax on dividends of 16.5% or 11%, respectively (including local income surtax), depending on your shareholding ratio, and an exemption from Korean withholding tax on capital gains are available to residents of the United States that are beneficial owners of the relevant dividend income or capital gains. However, under Article 17 (Investment or Holding Companies) of the Korea-U.S. income tax treaty, such reduced rates and exemption do not apply if (i) you are a U.S. corporation, (ii) by reason of any special measures, the tax imposed on you by the United States with respect to such dividends or capital gains is substantially less than the tax generally imposed by the United States on corporate profits, and (iii) 25% or more of your capital is held of record or is otherwise determined, after consultation between competent authorities of the United States and Korea, to be owned directly or indirectly by one or more persons who are not individual residents of the United States. Also, under Article 16 (Capital Gains) of the Korea-U.S. income tax treaty, the exemption on capital gains does not apply if you are an individual, and (A) you maintain a fixed base in Korea for a period or periods aggregating 183 days

or more during the taxable year and your ADSs or common shares giving rise to capital gains are effectively connected with such fixed base, or (B) you are present in Korea for a period or periods of 183 days or more during the taxable year. You should inquire for yourself whether you are entitled to the benefit of an income tax treaty with Korea. It is the responsibility of the party claiming the benefits of an income tax treaty in respect of dividend payments or capital gains to submit to us, the purchaser or the financial investment company, as applicable, a certificate as to his tax residence. In the absence of sufficient proof, we, the purchaser, or the financial investment company, as applicable, must withhold tax at the normal rates.

Furthermore, in order for you to claim the benefit of a tax rate reduction or tax exemption on certain Korean source income (e.g., dividends and capital gains) under an applicable tax treaty, subject to certain exceptions, Korean tax law requires you (or your agent) as the beneficial owner of such Korean source income to submit the relevant application (Application for Entitlement to Reduced Tax Rate or Application for Tax Exemption, as the case may be) along with a certificate of your tax residency issued by a competent authority of your country of tax residence, or BO Application. Such application should be submitted to the withholding agent prior to the payment date of such Korean source income. Subject to certain exceptions, where the Korean source income is paid to an overseas investment vehicle that is not the beneficial owner of such income, or OIV, a beneficial owner claiming the benefit of an applicable tax treaty with respect to the Korean source income must submit its BO Application to such OIV, which must submit an OIV report and a schedule of beneficial owners to the withholding agent prior to the payment date of such Korean source income. In the case of an application for tax exemption, the withholding agent is required to submit the application (together with the applicable OIV report in the case of income paid to an OIV) to the relevant district tax office by the ninth day of the month following the date of the payment of such income. However, an owner of ADSs who is a non-resident of Korea is not required to submit such application, if the Korean source income from the ADSs is paid through an account opened at the Korea Securities Depository by a foreign depository.

## **U.S. federal income tax considerations for U.S. holders**

The following discussion is a summary of U.S. federal income tax considerations generally applicable to the ownership and disposition of our common shares or ADSs by a U.S. holder (as defined below) that acquires our common shares or ADSs in this offering. This summary is for general information purposes only and does not purport to be a complete discussion of all potential tax considerations that may be relevant to a particular person's decision to acquire common shares or ADSs.

This summary is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the regulations promulgated under the Code (the "U.S. Treasury Regulations"), the income tax treaty between Korea and the United States (the "Treaty"), published rulings of the U.S. Internal Revenue Service (the "IRS"), published administrative positions of the IRS, and U.S. court decisions that are applicable and, in each case, as in effect and available, as of the date hereof. Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a retroactive or prospective basis which could affect the U.S. federal income tax considerations described in this summary. We have not requested a ruling from the IRS with respect to any of the U.S. federal income tax considerations described below, and as a result, the IRS could disagree with portions of this discussion.

For purposes of this discussion, a "U.S. holder" is a beneficial owner of the common shares or ADSs that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States;
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) that is created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;

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- an estate, the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust (i) the administration of which is subject to the primary supervision of a court within the United States and which has one or more U.S. persons who have the authority to control substantial decisions of the trust, or (ii) that has validly elected to be treated as a U.S. person under the Code.

If an entity or arrangement that is classified as a partnership for U.S. federal income tax purposes holds the common shares or ADSs, the U.S. federal income tax consequences to such partnership and its partners of the ownership and disposition of the common shares or ADSs generally will depend in part on the activities of the partnership and the status of such partners. This summary does not address the tax consequences to any such partner or partnership. Partners of entities or arrangements that are classified as partnerships for U.S. federal income tax purposes should consult their own tax advisors regarding the U.S. federal income tax consequences of the ownership and disposition of the common shares or ADSs.

This discussion applies only to a U.S. holder that holds common shares or ADSs as “capital assets” under the Code (generally, property held for investment). Unless otherwise provided, this summary does not discuss reporting requirements. In addition, this discussion does not address any tax consequences other than U.S. federal income tax consequences, such as U.S. state and local tax consequences, U.S. estate and gift tax consequences, and non-U.S. tax consequences, and does not describe all of the U.S. federal income tax consequences that may be relevant in light of a U.S. holder’s particular circumstances, including alternative minimum tax consequences, the Medicare tax on certain net investment income, and tax consequences to holders that are subject to special provisions under the Code, including, but not limited to, holders that:

- are tax exempt organizations, qualified retirement plans, individual retirement accounts, or other tax deferred accounts;
- are financial institutions, underwriters, insurance companies, real estate investment trusts, or regulated investment companies;
- are brokers or dealers in securities or currencies or holders that are traders in securities that elect to apply a mark-to-market accounting method;
- have a “functional currency” for U.S. federal income tax purposes that is not the U.S. dollar;
- own common shares or ADSs as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other arrangement involving more than one position;
- acquire common shares or ADSs in connection with the exercise of employee stock options or otherwise as compensation for services;
- are partnerships or other pass-through entities for U.S. federal income tax purposes (or investors in such partnerships and entities);
- are required to accelerate the recognition of any item of gross income with respect to the common shares or ADSs as a result of such income being recognized on an applicable financial statement;
- own or will own (directly, indirectly, or constructively) 10% or more of our total combined voting power or value;
- hold the common shares or ADSs in connection with trade or business conducted outside of the United States or in connection with a permanent establishment or other fixed place of business outside of the United States; or
- are former U.S. citizens or former long-term residents of the United States.

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Each U.S. holder is urged to consult its tax advisor regarding the application of U.S. federal taxation to its particular circumstances, and the state, local, non-U.S., and other tax considerations of the ownership and disposition of our common shares or ADSs.

### **ADSs**

For U.S. federal income tax purposes, a U.S. holder of ADSs generally will be treated as the beneficial owner of the underlying shares represented by the ADSs. The remainder of this discussion assumes that a U.S. holder of our ADSs will be treated in this manner. Accordingly, deposits or withdrawals of common shares for ADSs generally will not be subject to U.S. federal income tax.

### ***Passive foreign investment company considerations***

A non-U.S. corporation, such as our company, is classified as a passive foreign investment company ("PFIC") for any taxable year in which, after applying relevant look-through rules with respect to the income and assets of its subsidiaries, either: (i) 50% or more of the value of the corporation's assets either produce passive income or are held for the production of passive income, based on the quarterly average of the fair market value of such assets; or (ii) at least 75% of the corporation's gross income is passive income. "Passive income" generally includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions.

Based upon our current and projected income and assets and the valuation of our assets, including goodwill, we do not expect to be a PFIC for our current taxable year or the foreseeable future. However, the determination of whether any corporation was, or will be, a PFIC for a taxable year depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. In addition, because the determination of whether a corporation will be a PFIC for any taxable year can only be made after the close of such taxable year, there can be no assurance that we will not be a PFIC for our current taxable year or any future taxable year. Furthermore, because we have valued our goodwill based on the expected market price of the ADSs in this offering, a decrease in the market price of our ADSs may also cause us to be classified as a PFIC for the current or any future taxable year.

We must make a separate determination each year as to whether we are a PFIC. As a result, our PFIC status may change. If we are a PFIC for any year during which you hold the common shares or ADSs, we will generally continue to be treated as a PFIC for all succeeding years during which you hold such common shares or ADSs. However, if we cease to be a PFIC, provided that you have not made a mark-to-market election, as described below, you may avoid some of the adverse effects of the PFIC regime by making a deemed sale election with respect to the common shares or ADSs, as applicable.

The discussion below under "*Distributions on the common shares or ADSs*" and "*Sale or other disposition of the common shares or ADSs*" is written on the basis that we will not be classified as a PFIC for U.S. federal income tax purposes. The U.S. federal income tax rules that generally would apply if we are treated as a PFIC are discussed below under "*Passive foreign investment company rules*."

### ***Distributions on the common shares or ADSs***

The gross amount of any distributions paid on our common shares or ADSs will generally be included in the gross income of a U.S. holder as dividend income on the date actually or constructively received by the U.S. holder, in the case of common shares, or by the depository, in the case of ADSs, but only to the extent that the distribution is paid out of our current or accumulated earnings and profits (computed on the basis of U.S. federal income tax principles). Because we do not intend to determine our earnings and profits on the basis of

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U.S. federal income tax principles, we expect that distributions will generally be reported to U.S. holders as dividends. Dividends received on our common shares or ADSs will not be eligible for the dividends received deduction allowed to corporations in respect of dividends received from U.S. corporations.

Individuals and other non-corporate U.S. holders will be subject to tax on any such dividends at the lower capital gains tax rate applicable to "qualified dividend income," provided that certain conditions are satisfied, including that (i) the common shares or ADSs on which the dividends are paid are readily tradable on an established securities market in the United States or we are eligible for the benefits of the Treaty, (ii) we are not a PFIC nor treated as such with respect to a U.S. holder (as discussed below) for either our taxable year in which the dividend was paid or for the preceding taxable year, and (iii) certain holding period requirements are met. For this purpose, ADSs listed on the NASDAQ Stock Market will generally be considered to be readily tradable on an established securities market in the United States. You should consult your tax advisor regarding the availability of the lower rate for dividends paid with respect to our common shares or ADSs.

For U.S. foreign tax credit purposes, dividends paid on our common shares or ADSs generally will be treated as foreign source income and generally will constitute passive category income. The amount of a dividend will include any amounts withheld by us in respect of Korean income taxes. Subject to applicable limitations, some of which vary depending upon the U.S. holder's particular circumstances, Korean income taxes withheld from dividends on the common shares or ADSs, at a rate not exceeding any reduced rate available pursuant to the Treaty, will be creditable against the U.S. holder's U.S. federal income tax liability. In lieu of claiming a foreign tax credit, U.S. holders may, at their election, deduct foreign taxes, including any Korean income taxes, in computing their taxable income, subject to generally applicable limitations under U.S. law. An election to deduct foreign taxes instead of claiming foreign tax credits applies to all foreign taxes paid or accrued in the taxable year. The rules governing foreign tax credits are complex and U.S. holders should consult their tax advisers regarding the creditability or deductibility of foreign taxes in their particular circumstances.

The amount of any dividend paid in Korean Won will equal the U.S. dollar value of the Korean Won received calculated by reference to the exchange rate in effect on the date the dividend is received by you, in the case of common shares, or by the depository, in the case of ADSs, regardless of whether the Korean Won are converted into U.S. dollars. If the Korean Won received as a dividend are converted into U.S. dollars on the date of receipt, a U.S. holder generally will not be required to recognize foreign currency gain or loss in respect of the dividend income. If the Korean Won received as a dividend are not converted into U.S. dollars on the date of receipt, a U.S. holder will have a basis in the Korean Won equal to their U.S. dollar value on the date of receipt. Any gain or loss realized on a subsequent conversion or other disposition of the Korean Won will be treated as U.S. source ordinary income or loss.

### ***Sale or other disposition of the common shares or ADSs***

A U.S. holder will recognize gain or loss on the sale or other disposition of a common share or ADS equal to the difference between the amount realized for the common share or ADS and the holder's tax basis in the common share or ADS. Such gain or loss will generally be capital gain or loss and will be long-term capital gain or loss if the U.S. holder's holding period for such common share or ADS was more than one year as of the date of the sale or other disposition. Long-term capital gain recognized by a non-corporate U.S. holder is subject to U.S. federal income tax at rates lower than the rates applicable to ordinary income and short-term capital gains, while short-term capital gains are subject to U.S. federal income tax at the rates applicable to ordinary income. The deductibility of capital losses is subject to various limitations. Any gain or loss recognized will generally be U.S. source gain or loss for foreign tax credit purposes. Consequently, a U.S. holder may not be able to use the foreign tax credit arising from any Korean tax imposed on the disposition of the common share or ADS unless such credit can be applied (subject to applicable limitations) against tax due on other income treated as derived from non-U.S. sources.



Any Korean securities transaction tax will not be treated as a creditable foreign tax for U.S. federal income tax purposes, although a U.S. holder may be entitled to deduct such taxes, subject to applicable limitations under the Code.

***Passive foreign investment company rules***

If we are a PFIC for any taxable year during which you hold our common shares or ADSs, you will be subject to special tax rules with respect to any "excess distribution" that you receive and any gain you realize from a sale or other disposition (including a pledge) of the common shares or ADSs, unless you make a mark-to-market election as discussed below. Distributions you receive from us in a taxable year that are greater than 125% of the average annual distributions you received from us during the shorter of the three preceding taxable years or your holding period for the common shares or ADSs will be treated as an excess distribution. Under these special tax rules:

- the excess distribution or gain will be allocated ratably over your holding period for the common shares or ADSs,
- the amount allocated to the current taxable year, and any taxable year prior to the first taxable year in which we became a PFIC, will be treated as ordinary income, and
- the amount allocated to each of the other taxable years would be subject to tax at the highest rate of tax in effect for you for such year and would be increased by an additional tax calculated as an interest charge on the resulting tax deemed deferred with respect to each such other taxable year at the rates generally applicable to underpayments of tax payable in those years.

If we are a PFIC for any taxable year during which a U.S. holder holds our common shares or ADSs and any of our subsidiaries or other corporate entities in which we own equity interests is also a PFIC, such U.S. holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC for purposes of the application of these rules. U.S. holders are urged to consult their tax advisors regarding the application of the PFIC rules to any of our subsidiaries.

As an alternative to the foregoing rules, a U.S. holder may make a mark-to-market election with respect to our common shares or ADSs, provided such common shares or ADSs are treated as "marketable stock." The common shares or ADSs generally will be treated as marketable stock if the common shares or ADSs are regularly traded on a "qualified exchange or other market," as defined in applicable U.S. Treasury Regulations. Our ADSs will be marketable stock as long as they remain listed on the NASDAQ Stock Market, which is a qualified exchange for this purpose, and are regularly traded. We anticipate that our ADSs should qualify as being regularly traded, but no assurances can be given in this regard. Only the ADSs and not the common shares will be listed on the NASDAQ Stock Market. Consequently, a U.S. holder of common shares that are not represented by ADSs generally will not be eligible to make the mark-to-market election.

If a U.S. holder makes a valid mark-to-market election with respect to the ADSs, the holder generally will (i) include as ordinary income for each taxable year that we are a PFIC the excess, if any, of the fair market value of ADSs held at the end of the taxable year over the adjusted tax basis of such ADSs and (ii) deduct as an ordinary loss in each such year the excess, if any, of the adjusted tax basis of the ADSs over the fair market value of such ADSs held at the end of the taxable year, but such deduction will only be allowed to the extent of the net amount previously included in income as a result of the mark-to-market election. The U.S. holder's adjusted tax basis in the ADSs would be adjusted to reflect any income or loss resulting from the mark-to-market election. If a U.S. holder makes a mark-to-market election in respect of our ADSs and we cease to be classified as a PFIC, the holder will not be required to take into account the gain or loss described above

during any period that we are not classified as a PFIC. If a U.S. holder makes a mark-to-market election, any gain such U.S. holder recognizes upon the sale or other disposition of our ADSs in a year when we are a PFIC will be treated as ordinary income and any loss will be treated as ordinary loss, but such loss will only be treated as ordinary loss to the extent of the net amount previously included in income as a result of the mark-to-market election.

Because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. holder may continue to be subject to the general PFIC rules described above with respect to such U.S. holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes.

We do not intend to provide information necessary for U.S. holders to make qualified electing fund elections which, if available, would result in tax treatment different from (and generally less adverse than) the general tax treatment for PFICs described above.

If a U.S. holder owns common shares or ADSs during any year in which we are a PFIC, the holder generally must file an annual report containing such information as the U.S. Treasury may require on IRS Form 8621 (or any successor form). A failure to file this report generally will suspend the statute of limitations with respect to any tax return, event, or period to which such report relates (potentially including with respect to items that do not relate to a U.S. holder's investment in common shares or ADSs).

The PFIC rules are complex, and each U.S. holder should consult its own tax advisor regarding the PFIC rules, the elections which may be available to it, and how the PFIC rules may affect the U.S. federal income tax consequences relating to the ownership and disposition of common shares or ADSs.

#### ***Information reporting and backup withholding***

Payments of dividends or sales proceeds that are made within the United States or through certain U.S.-related financial intermediaries may be subject to information reporting and backup withholding, unless (i) the U.S. holder is a corporation or other exempt recipient, or (ii) in the case of backup withholding, the U.S. holder provides a correct U.S. taxpayer identification number and certifies that it is not subject to backup withholding.

Backup withholding is not an additional tax. Any amounts withheld under the U.S. backup withholding rules will be allowed as a credit against a U.S. holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. holder furnishes required information to the IRS in a timely manner. Each U.S. holder should consult its own tax advisor regarding the information reporting and backup withholding rules in their particular circumstances and the availability of and procedures for obtaining an exemption from backup withholding.

#### ***Reporting obligations for certain owners of foreign financial assets***

Certain U.S. holders may be required to file information returns with respect to their investment in common shares or ADSs. For example, U.S. return disclosure obligations (and related penalties) are imposed on individuals who are U.S. holders that hold certain specified foreign financial assets in excess of certain thresholds. The definition of "specified foreign financial assets" includes not only financial accounts maintained in non-U.S. financial institutions, but also, unless held in accounts maintained by a financial institution, any stock or security issued by a non-U.S. person, any financial instrument or contract held for investment that has an issuer or counterparty other than a U.S. person, and any interest in a non-U.S. entity. U.S. holders may be subject to these reporting requirements unless their common shares or ADSs are held in an account at certain financial institutions.

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The discussion of reporting obligations set forth above is not intended to constitute an exhaustive description of all reporting obligations that may apply to a U.S. holder. A failure to satisfy certain reporting obligations may result in an extension of the time period during which the IRS can assess a tax, and under certain circumstances, such an extension may apply to assessments of amounts unrelated to any unsatisfied reporting obligation. Penalties for failure to comply with these reporting obligations are substantial. U.S. holders should consult with their own tax advisors regarding their reporting obligations under these rules, including the requirement to file an IRS Form 8938.

**THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PROSPECTIVE INVESTOR. EACH PROSPECTIVE INVESTOR IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES RELATING TO THE PURCHASE, OWNERSHIP AND DISPOSITION OF OUR COMMON SHARES AND ADSS IN LIGHT OF THE INVESTOR'S OWN CIRCUMSTANCES.**

## Underwriting

We are offering the ADSs described in this prospectus through B. Riley Securities, Inc. (the “Sole Bookrunner”) who is acting as the sole bookrunner of the offering. We have entered into an underwriting agreement with the Sole Bookrunner. Subject to the terms and conditions of the underwriting agreement, we have agreed to sell to the Sole Bookrunner, and the Sole Bookrunner has agreed to purchase, at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus, the number of ADSs listed next to its name in the following table:

<b>Name</b>	<b>Number of ADSs</b>
B. Riley Securities, Inc.	.
Total	6,316,000

Subject to the terms and conditions set forth in the underwriting agreement, the Sole Bookrunner has agreed, severally and not jointly, to purchase all of the ADSs offered by us under the underwriting agreement if they purchase any ADSs.

The Sole Bookrunner proposes to offer the ADSs directly to the public at the initial public offering price set forth on the cover page of this prospectus and to certain dealers at that price less a concession not in excess of US\$ · per ADS. Any such dealers may resell ADSs to certain other brokers or dealers at a discount of up to US\$ · per ADS from the initial public offering price. After the initial offering of the ADSs to the public, the public offering price, concession, or any other terms of the offering may be changed.

The Sole Bookrunner is offering the ADSs subject to their acceptance of the ADSs from us and subject to prior sale. The underwriting agreement provides that the obligations of the Sole Bookrunner to pay for and accept delivery of the ADSs offered in this prospectus are subject to the approval of certain legal matters by its counsel and to certain other conditions. The Sole Bookrunner reserves the right to withdraw, cancel, or modify offers to the public and to reject orders in whole or in part.

Sales of any ADSs made outside of the United States may be made by affiliates of the Sole Bookrunner.

### Option to purchase additional ADSs

The Sole Bookrunner has an option to buy up to 947,400 additional ADSs from the selling shareholder to cover sales of ADSs by the Sole Bookrunner which exceed the number of ADSs specified in the table above. The Sole Bookrunner has 30 days from the date of this prospectus to exercise this option to purchase additional ADSs. If any ADSs are purchased with this option to purchase additional ADSs, the Sole Bookrunner will purchase ADSs in approximately the same proportion as shown in the table above. If any additional ADSs are purchased, the Sole Bookrunner will offer the additional ADSs on the same terms as those on which the ADSs are being offered.

### Commissions and discounts

The underwriting fee is equal to the public offering price per ADS less the amount paid by the Sole Bookrunner to us per ADS. The underwriting fee is US\$ · per ADS. The following table shows the per ADS and total

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underwriting discounts and commissions to be paid to the Sole Bookrunner assuming both no exercise and full exercise of the Sole Bookrunner's underwriters' option to purchase additional ADSs.

	Without option to purchase additional ADSs exercise	With full option to purchase additional ADSs exercise
Per ADS	US\$ ·	US\$ ·
Total	US\$ ·	US\$ ·

We estimate that the total expenses of this offering, including registration, filing and listing fees, printing fees, and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be approximately US\$1,600,000.

We have agreed to reimburse the Sole Bookrunner for certain expenses in connection with this offering in the amount up to \$150,000.

We have granted the Sole Bookrunner the right (the "Right of First Refusal"), subject to FINRA Rule 5110(g)(5), to act as lead underwriter and lead book runner in connection with any public offering of equity or equity-linked securities and sole placement agent in any private offering of equity or equity-linked securities entered into or contemplated by us within twelve months from the closing of this offering (each, an "Other Transaction"). In the event the Sole Bookrunner chooses to exercise the Right of First Refusal, its compensation in connection with any Other Transaction shall be determined by agreement between us and the Sole Bookrunner on the basis of compensation customarily paid to underwriters in similar transactions.

### **Electronic distribution**

In connection with the offering, certain of the underwriters or securities dealers may distribute prospectuses by electronic means, such as e-mail. A prospectus in electronic format may be made available on the web sites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of ADSs to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members that may make Internet distributions on the same basis as other allocations.

### **Other relationships**

Some of the underwriters and their affiliates have engaged in, and may in the future engage in, investment banking, financial advisory and other commercial dealings in the ordinary course of business with us or our affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the underwriters and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of ours or our affiliates. The underwriters and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

## **No sales of similar securities**

We have agreed that we will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the Securities and Exchange Commission a registration statement under the Securities Act relating to, any of our common shares, ADSs, or securities convertible into or exercisable or exchangeable for any of our common shares or ADSs, or publicly disclose the intention to undertake any of the foregoing, or (ii) enter into any swap or other agreement that transfers all or a portion of the economic consequences associated with the ownership of any of our common shares, ADSs, or any such other securities (regardless of whether any of these transactions are to be settled by the delivery of the common shares, ADSs, or such other securities, in cash or otherwise), in each case without the prior written consent of the Sole Bookrunner for a period of 180 calendar days after the date of this prospectus, other than our ADSs to be sold in this offering.

The restrictions on our actions, as described above, do not apply to certain transactions, including (i) the issuance of our common shares or securities convertible into or exercisable for any of our common shares pursuant to the conversion or exchange of convertible bonds and bonds with warrants, in each case outstanding on the date of the underwriting agreement and described in this prospectus; (ii) grants of any stock, or stock option or incentive plan adopted by us after the closing date for the benefit of our board of directors, management or employees; provided that the recipient executes and delivers to the Sole Bookrunner a lock-up agreement.

DoubleU Games and STIC (collectively, "lock-up parties") have entered into lock-up agreements with the Sole Bookrunner prior to the commencement of this offering pursuant to which each of the lock-up parties, with limited exceptions, for a period of 180 calendar days after the date of this prospectus (such period, the "restricted period"), may not (and may not cause any of their direct or indirect affiliates to), without the prior written consent of the Sole Bookrunner, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any of our common shares, ADSs, or any securities convertible into or exercisable or exchangeable for our common shares or ADSs (including, without limitation, the common shares, ADSs, or such other securities which may be deemed to be beneficially owned by such lock-up parties in accordance with the rules and regulations of the SEC and securities which may be issued upon exercise of the convertible bonds and bonds with warrants (collectively with the common shares and the ADSs, the "lock-up securities")), (ii) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the lock-up securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of lock-up securities, in cash or otherwise, (iii) make any demand for, or exercise any right with respect to, the registration of any lock-up securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act, or (iv) publicly disclose the intention to do any of the foregoing. Such persons or entities have further acknowledged that these undertakings preclude them from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (by any person or entity, whether or not a signatory to such agreement) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any lock-up securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of lock-up securities, in cash or otherwise.

The restrictions described in the immediately preceding paragraph and contained in the lock-up agreements between the Sole Bookrunner and the lock-up parties do not apply, subject in certain cases to various

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conditions, to certain transactions, including (a) transfers of lock-up securities: (i) as bona fide gifts, or for bona fide estate planning purposes, (ii) by will or intestacy, (iii) to any trust for the direct or indirect benefit of the lock-up party or any immediate family member, (iv) to a partnership, limited liability company or other entity of which the lock-up party and its immediate family members are the legal and beneficial owner of all of the outstanding equity securities or similar interests, (v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv), (vi) in the case of a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate of the lock-up party, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the lock-up party or its affiliates or (B) as part of a distribution to members or shareholders of the lock-up party; (vii) by operation of law, (viii) to us from an employee upon death, disability or termination of employment of such employee, (ix) as part of a sale of lock-up securities acquired in open market transactions after the completion of this offering, (x) to us in connection with the vesting, settlement or exercise of restricted stock units, options, warrants or other rights to purchase our common shares or ADSs (including “net” or “cashless” exercise), including for the payment of exercise price and tax and remittance payments, (xi) sale of our common shares by STIC to DoubleU Games pursuant to the DUG Private Purchase Agreement (as described in “Certain relationships and related party transactions—Joint Investment Agreement”) or (xii) pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction approved by our board of directors and made to all shareholders involving a change in control, provided that if such transaction is not completed, all such lock-up securities would remain subject to the restrictions in the immediately preceding paragraph; (b) exercise of the options, settlement of RSUs or other equity awards, or the exercise of warrants granted pursuant to plans described in this prospectus, provided that any lock-up securities received upon such exercise, vesting or settlement would be subject to restrictions similar to those in the immediately preceding paragraph; (c) conversion of convertible securities into our common shares or ADSs or warrants to acquire our common shares or ADSs, provided that any of our common shares or ADSs or warrant received upon such conversion or exercise would be subject to restrictions similar to those in the immediately preceding paragraph; (d) the establishment by lock-up parties of trading plans under Rule 10b5-1 under the Exchange Act, provided that (1) such plan does not provide for the transfer of lock-up securities during the restricted period, and (2) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan; and (e) the sale of our ADSs pursuant to the terms of the underwriting agreement. For the avoidance of doubt, the sale of our common shares by STIC to DoubleU Games pursuant to the DUG Private Purchase Agreement (as described in “Certain relationships and related party transactions—Joint Investment Agreement”) will not be subject to the lock-up restrictions described above; however, all such common shares purchased by DoubleU Games thereunder will be subject to the lock-up restrictions placed on DoubleU Games.

The Sole Bookrunner, in its sole discretion, may release the securities subject to any of the lock-up agreements described above, in whole or in part at any time.

We have agreed to indemnify the Sole Bookrunner against certain liabilities, including liabilities under the Securities Act of 1933, or to contribute to payments the Sole Bookrunner may be required to make in respect of those liabilities.

## **NASDAQ listing**

Our ADSs have been approved for listing on the NASDAQ Stock Market under the symbol “DDI.”

## Price stabilization, short positions and penalty bids

Until the distribution of the ADSs is completed, SEC rules may limit underwriters and selling group members from bidding for and purchasing our ADSs. However, the representatives may engage in transactions that stabilize the price of the ADSs, such as bids or purchases to peg, fix, or maintain that price.

In connection with this offering, the underwriters may engage in stabilizing transactions, which involves making bids for, purchasing, and selling ADSs in the open market for the purpose of preventing or retarding a decline in the market price of the ADSs while this offering is in progress. These stabilizing transactions may include making short sales of the ADSs, which involves the sale by the underwriters of a greater number of ADSs than they are required to purchase in this offering, and purchasing ADSs on the open market to cover positions created by short sales. Short sales may be "covered" shorts, which are short positions in an amount not greater than the underwriters' option to purchase additional ADSs referred to above, or may be "naked" shorts, which are short positions in excess of that amount. The underwriters may close out any covered short position either by exercising their option to purchase additional ADSs, in whole or in part, or by purchasing ADSs in the open market. In making this determination, the underwriters will consider, among other things, the price of ADSs available for purchase in the open market compared to the price at which the underwriters may purchase ADSs through the option to purchase additional ADSs. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the ADSs in the open market that could adversely affect investors who purchase in this offering. To the extent that the underwriters create a naked short position, they will purchase ADSs in the open market to cover the position.

The underwriters have advised us that, pursuant to Regulation M of the Securities Act, they may also engage in other activities that stabilize, maintain, or otherwise affect the price of the ADSs, including the imposition of penalty bids. This means that if the representatives of the underwriters purchase ADSs in the open market in stabilizing transactions or to cover short sales, the representatives can require the underwriters that sold those ADSs as part of this offering to repay the underwriting discount received by them.

These activities may have the effect of raising or maintaining the market price of the ADSs or preventing or retarding a decline in the market price of the ADSs, and, as a result, the price of the ADSs may be higher than the price that otherwise might exist in the open market. If the underwriters commence these activities, they may discontinue them at any time. The underwriters may carry out these transactions on the NASDAQ Stock Market, in the over-the-counter market, or otherwise.

Prior to this offering, there has been no public market for our ADSs. The initial public offering price will be determined by negotiations between us and the representatives of the underwriters. In determining the initial public offering price, we and the representatives of the underwriters expect to consider a number of factors, including:

- the information set forth in this prospectus and otherwise available to the representatives;
- our financial information;
- our prospects and the history and prospects for the industry in which we compete;
- the present state of our development;
- an assessment of our management;
- our prospects for future earnings;
- the general condition of the securities markets at the time of this offering;



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- the recent market prices of, and demand for, publicly traded common stock of generally comparable companies; and
- other factors deemed relevant by the underwriters and us.

Neither we nor the underwriters can assure investors that an active trading market will develop for our ADSs, or that the ADSs will trade in the public market at or above the initial public offering price.

### **Selling restrictions outside the United States**

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

### ***Notice to prospective investors in the European Economic Area***

In relation to each Member State of the European Economic Area (each a "Member State"), no ADSs have been offered or will be offered pursuant to this offering to the public in that Member State prior to the publication of a prospectus in relation to the ADSs which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, all in accordance with the Prospectus Regulation, except that offers of ADSs may be made to the public in that Member State at any time under the following exemptions under the Prospectus Regulation:

- to any legal entity which is a qualified investor as defined under the Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined under the Prospectus Regulation), subject to obtaining the prior consent of the Sole Bookrunner; or
- in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

*provided* that no such offer of ADSs shall require us or the Sole Bookrunner to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation and each person who initially acquires any ADSs or to whom any offer is made will be deemed to have represented, acknowledged, and agreed to and with the Sole Bookrunner and the Company that it is a "qualified investor" within the meaning of Article 2(e) of the Prospectus Regulation. In the case of any ADSs being offered to a financial intermediary as that term is used in the Prospectus Regulation, each such financial intermediary will be deemed to have represented, acknowledged, and agreed that the ADSs acquired by it in the offer have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of any ADSs to the public other than their offer or resale in a Member State to qualified investors as so defined or in circumstances in which the prior consent of the Sole Bookrunner have been obtained to each such proposed offer or resale.

The Company, the Sole Bookrunner, and their affiliates will rely upon the truth and accuracy of the foregoing representations, acknowledgements, and agreements.

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For the purposes of this provision, the term “offer to the public” in relation to ADSs in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and any ADSs to be offered so as to enable an investor to decide to purchase or subscribe for any ADSs, and the term “Prospectus Regulation” means Regulation (EU) 2017/1129.

The above selling restriction is in addition to any other selling restrictions set out below.

### ***Notice to prospective investors in the United Kingdom***

In addition, in the United Kingdom, this document is being distributed only to, and is directed only at, and any offer subsequently made may only be directed at persons who are “qualified investors” (as defined in the Prospectus Regulation) (i) who have professional experience in matters relating to investments falling within Article 19 (5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the “Order”) and/or (ii) who are high net worth companies (or persons to whom it may otherwise be lawfully communicated) falling within Article 49(2)(a) to (d) of the Order (all such persons together being referred to as “relevant persons”).

Any person in the United Kingdom that is not a relevant person should not act or rely on the information included in this document or any of its contents or use it as basis for taking any action. In the United Kingdom, any investment or investment activity that this document relates to may be made or taken exclusively by relevant persons.

### ***Notice to prospective investors in Italy***

The offering of ADSs has not been registered with the Commissione Nazionale per le Società e la Borsa (“CONSOB”) pursuant to Italian securities legislation and, accordingly, no ADSs may be offered, sold, or delivered, and no copies of this prospectus or any other documents relating to the ADSs may be distributed in Italy except:

- to “qualified investors,” as referred to in Article 100 of Legislative Decree No. 58 of February 24, 1998, as amended (the “Decree No. 58”) and defined in Article 26, paragraph 1, letter d) of CONSOB Regulation No. 16190 of October 29, 2007, as amended (“Regulation No. 16190”) pursuant to Article 34-ter, paragraph 1, letter. b) of CONSOB Regulation No. 11971 of May 14, 1999, as amended (“Regulation No. 11971”); or
- in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under Decree No. 58 or Regulation No. 11971.

Any offer, sale, or delivery of the ADSs or distribution of copies of this prospectus or any other documents relating to the ADSs in the Republic of Italy must be:

- made by investment firms, banks, or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of September 1, 1993, as amended (the “Banking Law”), Decree No. 58 and Regulation No. 16190, and any other applicable laws and regulations;
- in compliance with Article 129 of the Banking Law, and the implementing guidelines of the Bank of Italy, as amended; and
- in compliance with any other applicable notification requirement or limitation which may be imposed, from time to time, by CONSOB, the Bank of Italy, or other competent authority.

Please note that, in accordance with Article 100-bis of Decree No. 58, where no exemption from the rules on public offerings applies, the subsequent distribution of the ADSs on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under Decree No. 58 and Regulation No. 11971.

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Furthermore, ADSs which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are regularly (“sistematicamente”) distributed on the secondary market in Italy to non-qualified investors become subject to the public offer and the prospectus requirement rules provided under Decree No. 58 and Regulation No. 11971. Failure to comply with such rules may result in the sale of the ADSs being declared null and void and in the liability of the intermediary transferring the ADSs for any damages suffered by such non-qualified investors.

### ***Notice to prospective investors in Switzerland***

The ADSs may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. This document does not constitute a prospectus within the meaning of, and has been prepared without regard to the disclosure standards for issuance of prospectuses under, art. 652a or art. 1156 of the Swiss Code of Obligations, the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules, or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering or marketing material relating to the ADSs or the offering may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering or marketing material relating to the offering, the Company, or the ADSs have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of ADSs will not be supervised by, the Swiss Financial Market Supervisory Authority FINMA (“FINMA”), and the offer of ADSs has not been and will not be authorized under the Swiss Federal Act on Collective Investment Schemes (“CISA”). The investor protection afforded to acquirers of interests in collective investment schemes under the CISA does not extend to acquirers of ADSs.

### ***Notice to prospective investors in Monaco***

The ADSs may not be offered or sold, directly or indirectly, to the public in Monaco other than by a Monaco Bank or a duly authorized Monegasque intermediary acting as a professional institutional investor which has such knowledge and experience in financial and business matters as to be capable of evaluating the risks and merits of an investment in the Fund. Consequently, this prospectus may only be communicated to (i) banks and (ii) portfolio management companies duly licensed by the “Commission de Contrôle des Activités Financières” by virtue of Law n° 1.338, of September 7, 2007, and authorized under Law n° 1.144 of July 26, 1991. Such regulated intermediaries may in turn communicate this prospectus to potential investors.

### ***Notice to prospective investors in Australia***

This prospectus:

- does not constitute a disclosure document or a prospectus under Chapter 6D.2 of the Corporations Act 2001 (Cth) (the “Corporations Act”);
- has not been, and will not be, lodged with the Australian Securities and Investments Commission (“ASIC”), as a disclosure document for the purposes of the Corporations Act and does not purport to include the information required of a disclosure document for the purposes of the Corporations Act; and
- may only be provided in Australia to select investors who are able to demonstrate that they fall within one or more of the categories of investors, available under section 708 of the Corporations Act (“Exempt Investors”).

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The ADSs may not be, directly or indirectly, offered for subscription or purchased or sold, and no invitations to subscribe for or buy the ADSs may be issued, and no draft or definitive offering memorandum, advertisement, or other offering material relating to any ADSs may be distributed in Australia, except where disclosure to investors is not required under Chapter 6D of the Corporations Act or is otherwise in compliance with all applicable Australian laws and regulations. By submitting an application for the ADSs, you represent and warrant to us that you are an Exempt Investor.

As any offer of ADSs under this document will be made without disclosure in Australia under Chapter 6D.2 of the Corporations Act, the offer of those securities for resale in Australia within 12 months may, under section 707 of the Corporations Act, require disclosure to investors under Chapter 6D.2 if none of the exemptions in section 708 applies to that resale. By applying for the ADSs you undertake to us that you will not, for a period of 12 months from the date of issue of the ADSs, offer, transfer, assign, or otherwise alienate those ADSs to investors in Australia except in circumstances where disclosure to investors is not required under Chapter 6D.2 of the Corporations Act or where a compliant disclosure document is prepared and lodged with ASIC.

This prospectus contains general information only and does not take account of the investment objectives, financial situation, or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this prospectus is appropriate to their needs, objectives, and circumstances, and, if necessary, seek expert advice on those matters.

### ***Notice to prospective investors in New Zealand***

This document has not been registered, filed with, or approved by any New Zealand regulatory authority under the Financial Markets Conduct Act 2013 (the "FMA Act"). The ADSs may only be offered or sold in New Zealand (or allotted with a view to being offered for sale in New Zealand) to a person who:

- is an investment business within the meaning of clause 37 of Schedule 1 of the FMC Act;
- meets the investment activity criteria specified in clause 38 of Schedule 1 of the FMC Act;
- is large within the meaning of clause 39 of Schedule 1 of the FMC Act;
- is a government agency within the meaning of clause 40 of Schedule 1 of the FMC Act; or
- is an eligible investor within the meaning of clause 41 of Schedule 1 of the FMC Act.

### ***Notice to prospective investors in Japan***

The ADSs have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act. Accordingly, none of the ADSs nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any "resident" of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations, and ministerial guidelines of Japan in effect at the relevant time.

### ***Notice to prospective investors in Hong Kong***

The ADSs have not been offered or sold and will not be offered or sold in Hong Kong, by means of any document, other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the "SFO") of Hong Kong and any rules made thereunder; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding

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Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong) (the “CO”) or which do not constitute an offer to the public within the meaning of the CO. No advertisement, invitation, or document relating to the ADSs has been or may be issued or has been or may be in the possession of any person for the purposes of issue, whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to ADSs which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made thereunder.

### **Notice to prospective investors in Singapore**

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ADSs may not be circulated or distributed, nor may the ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than:

- (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA;
- (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the ADSs are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (i) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)), the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the ADSs pursuant to an offer made under Section 275 of the SFA except:

- (a) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; or
- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

### **Notice to prospective investors in People’s Republic of China (“PRC”)**

This prospectus will not be circulated or distributed in the PRC and the ADSs will not be offered or sold, and will not be offered or sold to any person for re-offering or resale, directly or indirectly, to any residents of the PRC,

except pursuant to any applicable laws and regulations of the PRC. Neither this prospectus nor any advertisement or other offering material may be distributed or published in the PRC, except under circumstances that will result in compliance with applicable laws and regulations.

***Notice to prospective investors in Korea***

The ADSs have not been and will not be registered under the FSCMA and the decree, rules and regulations thereunder. Accordingly, none of the ADSs may be offered, sold, or delivered directly or indirectly, in Korea or to, or for the account of or benefit of any resident (as defined under the Foreign Exchange Transaction Act of Korea and the decree, rules and regulations thereunder (the “FETL”)) of Korea, except as otherwise permitted under applicable Korean laws and regulations. In addition, the ADSs may not be offered, sold, transferred, or delivered for re-offering or resale, directly or indirectly, in Korea or to, or for the account of or benefit of any resident (as defined under the FETL) of Korea during the one-year period from the date of issuance of the ADSs, except as otherwise permitted under applicable Korean laws and regulations. By the purchase of the ADSs, the relevant holder thereof will be deemed to represent and warrant that it is not in Korea and is not a resident of Korea.

***Notice to prospective investors in Malaysia***

No prospectus or other offering material or document in connection with the offer and sale of the ADSs has been or will be registered with the Securities Commission of Malaysia (“Commission”) for the Commission’s approval pursuant to the Capital Markets and Services Act 2007. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the ADSs may not be circulated or distributed, nor may the ADSs be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Malaysia other than (i) a closed end fund approved by the Commission; (ii) a holder of a Capital Markets Services Licence; (iii) a person who acquires the ADSs, as principal, if the offer is on terms that the ADSs may only be acquired at a consideration of not less than RM250,000 (or its equivalent in foreign currencies) for each transaction; (iv) an individual whose total net personal assets or total net joint assets with his or her spouse exceeds RM3 million (or its equivalent in foreign currencies), excluding the value of the primary residence of the individual; (v) an individual who has a gross annual income exceeding RM300,000 (or its equivalent in foreign currencies) per annum in the preceding twelve months; (vi) an individual who, jointly with his or her spouse, has a gross annual income of RM400,000 (or its equivalent in foreign currencies), per annum in the preceding twelve months; (vii) a corporation with total net assets exceeding RM10 million (or its equivalent in a foreign currencies) based on the last audited accounts; (viii) a partnership with total net assets exceeding RM10 million (or its equivalent in foreign currencies); (ix) a bank licensee or insurance licensee as defined in the Labuan Financial Services and Securities Act 2010; (x) an Islamic bank licensee or takaful licensee as defined in the Labuan Financial Services and Securities Act 2010; and (xi) any other person as may be specified by the Commission; provided that, in the each of the preceding categories (i) to (xi), the distribution of the ADSs is made by a holder of a Capital Markets Services Licence who carries on the business of dealing in securities. The distribution in Malaysia of this prospectus is subject to Malaysian laws. This prospectus does not constitute and may not be used for the purpose of public offering or an issue, offer for subscription or purchase, invitation to subscribe for or purchase any securities requiring the registration of a prospectus with the Commission under the Capital Markets and Services Act 2007.

***Notice to prospective investors in Taiwan***

The ADSs have not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan

through a public offering or in circumstances which constitutes an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, give advice regarding, or otherwise intermediate the offering and sale of the ADSs in Taiwan.

***Notice to prospective investors in Saudi Arabia***

This document may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations as issued by the board of the Saudi Arabian Capital Market Authority (“CMA”) pursuant to resolution number 2-11-2004 dated 4 October 2004, as amended by resolution number 1-28-2008, as amended (the “CMA Regulations”). The CMA does not make any representation as to the accuracy or completeness of this document and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

***Notice to prospective investors in Qatar***

The ADSs described in this prospectus have not been, and will not be, offered, sold, or delivered, at any time, directly or indirectly, in the State of Qatar in a manner that would constitute a public offering. This prospectus has not been, and will not be, registered with or approved by the Qatar Financial Markets Authority or Qatar Central Bank and may not be publicly distributed. This prospectus is intended for the original recipient only and must not be provided to any other person. It is not for general circulation in the State of Qatar and may not be reproduced or used for any other purpose.

***Notice to prospective investors in the Dubai International Financial Centre (“DIFC”)***

This document relates to an Exempt Offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority (“DFSA”). This document is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no responsibility for this document. The securities to which this document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this document you should consult an authorized financial adviser.

In relation to its use in the DIFC, this document is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the securities may not be offered or sold, directly or indirectly, to the public in the DIFC.

***Notice to prospective investors in the United Arab Emirates***

The ADSs have not been, and are not being, publicly offered, sold, promoted, or advertised in the United Arab Emirates (including the Dubai International Financial Centre), other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering, and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has

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not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority, or the Dubai Financial Services Authority.

### **Notice to prospective investors in Bermuda**

ADSs may be offered or sold in Bermuda only in compliance with the provisions of the Investment Business Act of 2003 of Bermuda which regulates the sale of securities in Bermuda. Additionally, non-Bermudian persons (including companies) may not carry on or engage in any trade or business in Bermuda unless such persons are permitted to do so under applicable Bermuda legislation.

### **Notice to prospective investors in the British Virgin Islands**

The ADSs are not being, and may not be, offered to the public or to any person in the British Virgin Islands for purchase or subscription by or on behalf of the Company. The ADSs may be offered to companies incorporated under the BVI Business Companies Act, 2004 (British Virgin Islands), but only where the offer will be made to, and received by, the relevant BVI Company entirely outside of the British Virgin Islands.

### **Notice to prospective investors in Bahamas**

ADSs may not be offered or sold in The Bahamas via a public offer. ADSs may not be offered or sold or otherwise disposed of in any way to any person(s) deemed "resident" for exchange control purposes by the Central Bank of The Bahamas.

### **Notice to prospective investors in South Africa**

Due to restrictions under the securities laws of South Africa, no "offer to the public" (as such term is defined in the South African Companies Act, No. 71 of 2008 (as amended or re-enacted) (the "South African Companies Act")) is being made in connection with the issue of the ADSs in South Africa. Accordingly, this document does not, nor is it intended to, constitute a "registered prospectus" (as that term is defined in the South African Companies Act) prepared and registered under the South African Companies Act and has not been approved by, and/or filed with, the South African Companies and Intellectual Property Commission or any other regulatory authority in South Africa. The ADSs are not offered, and the offer shall not be transferred, sold, renounced, or delivered, in South Africa or to a person with an address in South Africa, unless one or other of the following exemptions stipulated in section 96 (1) applies:

Section 96 (1) (a): the offer, transfer, sale, renunciation, or delivery is to:

- (i) persons whose ordinary business, or part of whose ordinary business, is to deal in securities, as principal or agent;
- (ii) the South African Public Investment Corporation;
- (iii) persons or entities regulated by the Reserve Bank of South Africa;
- (iv) authorised financial service providers under South African law;
- (v) financial institutions recognised as such under South African law;
- (vi) a wholly-owned subsidiary of any person or entity contemplated in (iii), (iv) or (v), acting as agent in the capacity of an authorised portfolio manager for a pension fund, or as manager for a collective investment scheme (in each case duly registered as such under South African law); or
- (vii) any combination of the person in (i) to (vi); or



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Section 96 (1) (b): the total contemplated acquisition cost of the securities, for any single addressee acting as principal is equal to or greater than ZAR1,000,000 or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

Information made available in this prospectus should not be considered as “*advice*” as defined in the South African Financial Advisory and Intermediary Services Act, 2002.

No South African residents or offshore subsidiary of a South African resident may subscribe for or purchase any of the ADSs or beneficially own or hold any of the ADSs unless specific approval has been obtained from the financial surveillance department of the South African Reserve Bank (the “SARB”) by such persons or such subscription, purchase, or beneficial holding or ownership is otherwise permitted under the South African Exchange Control Regulations or the rulings promulgated thereunder (including, without limitation, the rulings issued by the SARB providing for foreign investment allowances applicable to persons who are residents of South Africa under the applicable exchange control laws of South Africa).

### **Notice to prospective investors in Chile**

THESE SECURITIES ARE PRIVATELY OFFERED IN CHILE PURSUANT TO THE PROVISIONS OF LAW 18,045, THE SECURITIES MARKET LAW OF CHILE, AND NORMA DE CARÁCTER GENERAL NO. 336 (“RULE 336”), DATED JUNE 27, 2012, ISSUED BY THE SUPERINTENDENCIA DE VALORES Y SEGUROS DE CHILE (“SVS”), THE SECURITIES REGULATOR OF CHILE, TO RESIDENT QUALIFIED INVESTORS THAT ARE LISTED IN RULE 336 AND FURTHER DEFINED IN RULE 216 OF JUNE 12, 2008 ISSUED BY THE SVS.

PURSUANT TO RULE 336, THE FOLLOWING INFORMATION IS PROVIDED IN CHILE TO PROSPECTIVE RESIDENT INVESTORS IN THE OFFERED SECURITIES:

- (i) THE INITIATION OF THE OFFER IN CHILE IS · , 2021.
- (ii) THE OFFER IS SUBJECT TO NCG 336 OF JUNE 27, 2012 ISSUED BY THE SUPERINTENDENCIA DE VALORES Y SEGUROS DE CHILE (SUPERINTENDENCY OF SECURITIES AND INSURANCE OF CHILE).
- (iii) THE OFFER REFERS TO SECURITIES THAT ARE NOT REGISTERED IN THE REGISTRO DE VALORES (SECURITIES REGISTRY) OR THE REGISTRO DE VALORES EXTRANJEROS (FOREIGN SECURITIES REGISTRY) OF THE SVS AND THEREFORE:
  - a. THE SECURITIES ARE NOT SUBJECT TO THE OVERSIGHT OF THE SVS; AND
  - b. THE ISSUER THEREOF IS NOT SUBJECT TO REPORTING OBLIGATIONS WITH RESPECT TO ITSELF OR THE OFFERED SECURITIES.
- (iv) THE SECURITIES MAY NOT BE PUBLICLY OFFERED IN CHILE UNLESS AND UNTIL THEY ARE REGISTERED IN THE SECURITIES REGISTRY OF THE SVS.

### **INFORMACIÓN A LOS INVERSIONISTAS RESIDENTES EN CHILE**

LOS VALORES OBJETO DE ESTA OFERTA SE OFRECEN PRIVADAMENTE EN CHILE DE CONFORMIDAD CON LAS DISPOSICIONES DE LA LEY N° 18.045 DE MERCADO DE VALORES, Y LA NORMA DE CARÁCTER GENERAL N° 336 DE 27 DE JUNIO DE 2012 (“NCG 336”) EMITIDA POR LA SUPERINTENDENCIA DE VALORES Y SEGUROS DE CHILE, A LOS “INVERSIONISTAS CALIFICADOS” QUE ENUMERA LA NCG 336 Y QUE SE DEFINEN EN LA NORMA DE CARÁCTER GENERAL N° 216 DE 12 DE JUNIO DE 2008 EMITIDA POR LA MISMA SUPERINTENDENCIA.

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EN CUMPLIMIENTO DE LA NCG 336, LA SIGUIENTE INFORMACIÓN SE PROPORCIONA A LOS POTENCIALES INVERSIONISTAS RESIDENTES EN CHILE:

- (i) LA OFERTA DE ESTOS VALORES EN CHILE COMIENZA EL DÍA · DE · DE 2021.
- (ii) LA OFERTA SE ENCUENTRA ACOGIDA A LA NCG 336 DE FECHA ECHA 27 DE JUNIO DE 2012 EMITIDA POR LA SUPERINTENDENCIA DE VALORES Y SEGUROS.
- (iii) LA OFERTA VERSA SOBRE VALORES QUE NO SE ENCUENTRAN INSCRITOS EN EL REGISTRO DE VALORES NI EN EL REGISTRO DE VALORES EXTRANJEROS QUE LLEVA LA SUPERINTENDENCIA DE VALORES Y SEGUROS, POR LO QUE:
  - a. LOS VALORES NO ESTÁN SUJETOS A LA FISCALIZACIÓN DE ESA SUPERINTENDENCIA; Y
  - b. EL EMISOR DE LOS VALORES NO ESTÁ SUJETO A LA OBLIGACIÓN DE ENTREGAR INFORMACIÓN PÚBLICA SOBRE LOS VALORES OFRECIDOS NI SU EMISOR.
- (iv) LOS VALORES PRIVADAMENTE OFRECIDOS NO PODRÁN SER OBJETO DE OFERTA PÚBLICA EN CHILE MIENTRAS NO SEAN INSCRITOS EN EL REGISTRO DE VALORES CORRESPONDIENTE.

### ***Notice to prospective investors in Canada***

The ADSs may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the ADSs must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

## Expenses related to the offering

The following table sets forth the costs and expenses, other than the underwriting discounts and commissions, payable in connection with this offering. All amounts shown are estimates, except the U.S. Securities and Exchange Commission registration fee, the Financial Industry Regulatory Authority filing fee, and the NASDAQ Stock Market entry and listing fee.

<b>Description</b>	<b>Amount</b>
U.S. Securities and Exchange Commission registration fee	\$ 15,848.74
Financial Industry Regulatory Authority filing fee	15,500
NASDAQ Stock Market entry and listing fee	150,000
Accounting fees and expenses	500,000
Legal fees and expenses	750,000
Blue sky fees and expenses	25,000
Printing expenses	150,000
Miscellaneous	10,000
<b>Total</b>	<b>\$ 1,616,348.74</b>

## Legal matters

We are represented by Greenberg Traurig, LLP, Los Angeles, California, with respect to certain legal matters as to United States federal securities and New York State law. The Sole Bookrunner is represented by O'Melveny & Myers LLP with respect to certain legal matters as to United States federal securities and New York State law. The validity of the shares represented by the ADSs offered in this offering and certain legal matters as to Korean law will be passed upon for us by Kim & Chang, Seoul, Korea. Certain legal matters as to Korean law will be passed upon for the Sole Bookrunner by Bae Kim & Lee LLC, Seoul, Korea.

## Experts

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements at December 31, 2020 and 2019, and for each of the two years in the period ended December 31, 2020, as set forth in their report. We have included our financial statements in the prospectus and elsewhere in the registration statement in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

## Enforceability of civil liabilities

We are a corporation organized under Korean law. Two of our directors reside in Korea and some of our assets and the assets of such persons are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon these persons or us or to enforce against them or us judgments obtained in U.S. courts, whether or not predicated upon the civil liability provisions of the federal securities laws of the United States or of the securities laws of any state of the United States. There is doubt as to the enforceability in Korea, either in original actions or in actions for enforcement of judgments of U.S. courts, of civil liabilities predicated solely on the federal securities laws of the United States or the securities laws of any state of the United States.

## Where you can find more information

We have filed with the SEC a registration statement on Form F-1 under the Securities Act, with respect to the underlying common shares represented by the ADSs being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules which are part of the registration statement. Some items included in the registration statement are omitted from the prospectus in accordance with the rules and regulations of the SEC.

You may read and copy the registration statement and prospectus, including the related exhibits and schedules, and any document we file with the SEC without charge at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, DC 20549. You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 100 F Street, N.E., Room 1580, Washington, DC 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. The SEC also maintains an Internet website that contains reports and other information regarding issuers that file electronically with the SEC. Our filings with the SEC are also available to the public through the SEC's website at <http://www.sec.gov>.

As a public reporting company, we are subject to the information reporting requirements of the Exchange Act, that are applicable to "foreign private issuers," and under those requirements we file reports with the SEC. Those other reports or other information may be inspected without charge at the locations described above. As a "foreign private issuer," we are exempt from the rules under the Exchange Act related to the furnishing and content of proxy statements, and our officers, directors, and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act with respect to their purchases and sales of common shares. Furthermore, as a "foreign private issuer," we are also not subject to the requirements of Regulation FD (Fair Disclosure) promulgated under the Exchange Act. In addition, we are not required under the Exchange Act to file annual or other reports and financial statements with the SEC as frequently or as promptly as U.S. companies that have securities registered under the Exchange Act. As such, we will file with the SEC, within 120 days after the end of each fiscal year, or such other applicable time as required by the SEC, an annual report on Form 20-F containing financial statements audited by an independent registered public accounting firm. We also intend to furnish to the SEC under cover of Form 6-K certain other material information.

We currently maintain a corporate website at <https://doubledowninteractive.com>. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus and does not constitute a part of this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

## Bibliography of referenced industry sources

The following italicized terms refer to specific industry publications and reports referenced in this prospectus:

1. *App Annie* — State of Mobile, by App Annie (2020).
2. *AppsFlyer* — The Coronavirus (COVID-19) Impact on App Installs and Marketing Budgets, by AppsFlyer (April 9, 2020).
3. *comScore* — The Global Mobile Report, by comScore (June 2017).
4. Eilers & Krejcik —
  - a. Social Casino Gaming Tracker — 1Q20, by Eilers & Krejcik Gaming (April 20, 2020).
  - b. Social Casino Tracker Recap — 4Q19, by Eilers & Krejcik Gaming (February 25, 2020).
  - c. Social Casino Gaming Tracker — 4Q19 & CY19, by Eilers & Krejcik Gaming (January 14, 2020).
  - d. Social Casino Gaming Tracker — 3Q19, by Eilers & Krejcik Gaming (October 14, 2019).
  - e. EKG Taxonomy: Rethinking Game Categories by Eilers & Krejcik Gaming (October 7, 2019).
5. *eMarketer* — US Time Spent with Mobile 2020 (January 1, 2021).
6. *Entertainment Software Association* — 2019 Essential Facts About the Computer and Video Game Industry, by Entertainment Software Association (May 2019).
7. *IDC* — Worldwide Mobile and Handheld Gaming Forecast, 2019 - 2023, by Lewis Ward, International Data Corporation (March 2019).
8. *MiDiA* – 2020 Global recorded music revenues, <https://musicindustryblog.wordpress.com/2021/03/15/recorded-music-revenues-hit-23-1-billion-in-2020-with-artists-direct-the-winners-again/>.
9. *Omdia* – 2020 Global cinema revenue, <https://variety.com/2020/film/news/global-cinema-industry-lose-32-billion-2020-omdia-report-1234850235/>.
10. *Newzoo 2020* — Three billion players by 2023: Engagement revenues continue to thrive across the Global Games Market (June 2020), <https://newzoo.com/insights/articles/games-market-engagement-revenues-trends-2020-2023-gaming-report/>.
11. *Newzoo Online* — 2020 Global Market Report – November Update, <https://newzoo.com/key-numbers#mobile>.
12. *ResearchandMarkets.com* — Global Digital Gaming Market 2018-2023: Key Growth Factors & Treats and Key Players, by ResearchandMarkets.com (July 2018).
13. *SensorTower and Cowen and Company* — December 2019 Mobile Gaming Monthly, by Cowen (January 8, 2020).
14. *SensorTower* – Worldwide Mobile Game Revenue and Downloads (January 2021), <https://sensortower.com/blog/app-revenue-and-downloads-2020>
15. *Game Analytics* — Industry Report: A Global Analysis of Mobile Gaming Benchmarks, by Game Analytics (H1 2019 Edition).

## Index to consolidated financial statements

### DoubleDown Interactive Co., Ltd.

Consolidated financial statements (as adjusted)

December 31, 2020 and 2019

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### DoubleDown Interactive Co., Ltd.

Condensed consolidated financial statements (unaudited)

March 31, 2021 and 2020

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<a href="#">Notes to Condensed Consolidated Financial Statements (unaudited)</a>	F-31

## **Report of Independent Registered Public Accounting Firm**

To the Shareholders and the Board of Directors of DoubleDown Interactive Co., Ltd.

### **Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of DoubleDown Interactive Co., Ltd. (the Company) as of December 31, 2020 and 2019, the related consolidated statements of income and comprehensive income, changes in shareholders' equity and cash flows for the years then ended, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

### **Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2019.

Seattle, WA

March 29, 2021



# DoubleDown Interactive Co. Ltd.

## Consolidated Statements of Income and Comprehensive Income

(in thousands of U.S. Dollars, except per share amounts)

	Years ended December 31,	
	2020	2019
Revenue	\$ 358,342	\$ 273,610
Operating expenses:		
Cost of revenue <sup>(1)</sup>	126,255	99,620
Sales and marketing <sup>(1)</sup>	71,225	35,827
Research and development <sup>(1)</sup>	18,784	19,245
General and administrative <sup>(1)</sup>	21,721	17,198
Depreciation and amortization	31,574	33,422
Total operating expenses	269,559	205,312
Operating income	88,783	68,298
Other income (expense):		
Interest expense	(10,786)	(26,566)
Interest income	197	524
Gain on foreign currency transactions	2,347	4,128
Gain (loss) on foreign currency remeasurement of intercompany item	(244)	3,206
Other, net	(5,080)	277
Total other expense, net	(13,566)	(18,431)
Income before income tax	75,217	49,867
Income tax expense	(21,594)	(13,542)
Net income	\$ 53,623	\$ 36,325
Other comprehensive income (expense):		
Pension adjustments, net of tax	(294)	(385)
Gain on foreign currency translation, net of tax	13,676	9,742
Comprehensive income	\$ 67,005	\$ 45,682
Earnings per share:		
Basic	\$ 29.67	\$ 30.46
Diluted	\$ 26.20	\$ 21.87
Weighted average shares outstanding:		
Basic	1,807,410	1,192,725
Diluted	2,149,114	1,995,131

(1) Excluding Depreciation and amortization

See accompanying notes to consolidated financial statements

# DoubleDown Interactive Co, Ltd.

## Consolidated Balance Sheets

(in thousands of U.S. Dollars)

	December 31,	
	2020	2019
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 63,188	\$ 42,418
Accounts receivable	23,299	19,811
Prepaid expenses and other assets	4,020	3,635
Total current assets	90,507	65,864
Property and equipment, net	377	379
Operating lease right-of-use assets	9,987	12,384
Intangible assets, net	71,364	102,697
Goodwill	633,965	633,965
Deferred tax asset	560	—
Other non-current assets	71	113
Total assets	\$ 806,831	\$ 815,402
<b>Liabilities and Shareholders' Equity</b>		
Current liabilities:		
Short-term senior note	\$ —	\$ 34,548
Accounts payable and accrued expenses	16,646	10,915
Short-term operating lease liabilities	3,033	2,795
Income taxes payable	2,838	171
Contract liabilities	2,415	1,804
Other current liabilities	717	261
Total current liabilities	25,649	50,494
Bonds	—	256,133
Long-term borrowings with related party	45,956	86,371
Long-term operating lease liabilities	7,831	10,424
Deferred tax liabilities, net	20,154	24,008
Other non-current liabilities	7,730	7,304
Total liabilities	107,320	434,734
Shareholders' equity:		
Common stock	18,924	10,603
Additional paid-in-capital	588,064	344,547
Accumulated other comprehensive income	22,815	9,433
Retained earnings (deficit)	69,708	16,085
Total shareholders' equity	699,511	380,668
Total liabilities and shareholders' equity	\$ 806,831	\$ 815,402

See accompanying notes to consolidated financial statements

# DoubleDown Interactive Co, Ltd.

## Consolidated Statements of Changes in Shareholders' Equity

(in thousands of U.S. Dollars, except share amounts)

	Common shares	Common stock	Additional paid- in-capital	Accumulated other comprehensive income/(loss)	Retained earnings (Deficit)	Total Shareholders' equity
As of January 1, 2019	1,192,725	\$ 10,603	\$ 339,423	\$ 76	\$ (20,240)	\$ 329,862
Net income	—	—	—	—	36,325	36,325
Pension adjustments, net of tax	—	—	—	(385)	—	(385)
Capital investment from parent	—	—	5,124	—	—	5,124
Gain on foreign currency translation, net of tax	—	—	—	9,742	—	9,742
As of December 31, 2019	1,192,725	\$ 10,603	\$ 344,547	\$ 9,433	\$ 16,085	\$ 380,668
Net income	—	—	—	—	53,623	53,623
Pension adjustments, net of tax	—	—	—	(294)	—	(294)
Capital investment from parent	—	—	369	—	—	369
Gain on foreign currency translation, net of tax	—	—	—	13,676	—	13,676
Exercise of warrants	306,539	2,496	61,878	—	—	64,374
Conversion of convertible bonds	715,258	5,825	181,270	—	—	187,095
As of December 31, 2020	2,214,522	\$ 18,924	\$ 588,064	\$ 22,815	\$ 69,708	\$ 699,511

See accompanying notes to consolidated financial statements

# DoubleDown Interactive Co, Ltd.

## Consolidated Statements of Cash Flows

(in thousands of U.S Dollars)

	Years ended December 31,	
	2020	2019
Net income	\$ 53,623	\$ 36,325
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	31,574	33,422
(Gain)/Loss on foreign currency remeasurement of intercompany item	244	(3,206)
Deferred taxes	4,422	2,706
Non-cash interest expense on Bonds	5,103	12,874
Working capital adjustments:		
Accounts receivable	(4,099)	(3,680)
Prepaid expenses, other current and non-current assets	(204)	(870)
Accounts payable, accrued expenses and other payables	5,835	(1,630)
Contract liabilities	609	(112)
Income tax payable	2,689	(1,749)
Other current and non-current liabilities	54	2,582
Net cash flows provided by operating activities	99,850	76,662
Cash flows from investing activities		
Acquisition of Double8 Games Co., Ltd.	(1,952)	—
Purchases of property and equipment	(217)	(200)
Acquisition of intangible assets	(6)	—
Net cash flows used in investing activities	(2,175)	(200)
Cash flows from financing activities		
Proceeds from capital investment from parent	—	5,124
Proceeds received from short-term borrowings	—	68,631
Proceeds received from long-term borrowings with related parties	—	17,158
Repayments of long-term borrowings with related parties	(42,371)	—
Repayments of short-term borrowings	(33,897)	(152,704)
Net cash flows used in financing activities	(76,268)	(61,791)
Net foreign exchange difference on cash and cash equivalents	(637)	(3,217)
Net increase in cash and cash equivalents	20,770	11,454
Cash and cash equivalents at January 1	42,418	30,964
Cash and cash equivalents at December 31	\$ 63,188	\$ 42,418
Supplemental disclosures of cash flow information		
Noncash financing activity:		
Conversion of 2.5% Convertible bonds, net of tax	187,095	—
Conversion of 2.5% Non-convertible bonds with warrants, net of tax	64,374	—
Cash paid during year for:		
Interest	\$ 5,891	\$ 9,779
Income taxes	\$ 12,546	\$ 10,196

See accompanying notes to consolidated financial statements

# DoubleDown Interactive Co, Ltd.

## Notes to Consolidated Financial Statements

### Note 1: Description of business

#### *Background and nature of operations*

DoubleDown Interactive Co., Ltd. (“DDI,” “we,” “us,” “our” or “the Company,” formerly known as The8Games Co., Ltd.) was incorporated in 2008 in Seoul, Korea as an interactive entertainment studio, focused on the development and publishing of casual games and mobile applications. DDI is a subsidiary of DoubleU Games Co., Ltd. (“DUG” or “DoubleU Games”), a Korean company and our controlling shareholder holding 67.7% of our outstanding shares. The remaining 32.3% of our outstanding shares are held by STIC Special Situation Private Equity Fund (“STIC”). In 2017, DDI acquired DoubleDown Interactive, LLC (“DDI-US”) from International Gaming Technologies (“IGT”) for approximately \$825 million. DDI-US, with its principal place of business located in Seattle, Washington, is our primary revenue-generating entity.

We develop and publish digital gaming content on various mobile and web platforms through our multi-format interactive all-in-one game experience concept. We host DoubleDown Casino, DoubleDown Classic, DoubleDown Fort Knox, and Ellen’s Road to Riches applications (“apps”) within various formats.

#### *Acquisition of Double8 Games Co., Ltd. (“Double8 Games”)*

On February 25, 2020, we completed the acquisition of Double8 Games Co., Ltd. (“Double8 Games”) from DoubleU Games in exchange for KRW2.3 billion (US\$1.9 million). Double8 Games is based in Seoul, Korea, with the primary business of developing digital gaming content for international markets. The acquisition was considered a business combination among entities under common control and, therefore, the transfer of net assets was recorded at their carrying value with all financial information prior to the acquisition adjusted for comparability.

Assets acquired and liabilities assumed primarily consist of working capital items, including a right of use asset and lease obligation. The difference between the cash paid and carrying value of the net assets received was recorded as a capital investment from parent.

### Note 2: Significant accounting policies

#### *Basis of preparation and consolidation*

The accompanying consolidated financial statements are presented in conformity with accounting principles generally accepted in the United States of America (“GAAP”) and include the accounts of DDI and its controlled subsidiaries. All significant intercompany transactions, balances and unrealized gains or losses have been eliminated. The accounting policies were consistently applied to all periods presented, except as indicated under “Recently issued accounting standards — adopted”.

#### *Use of estimates*

The preparation of financial statements in conformity with GAAP requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and related disclosures. We regularly evaluate estimates and assumptions related to provisions for income taxes, revenue recognition,

expense accruals, deferred income tax asset valuation allowances, valuation of goodwill and intangibles, and legal contingencies. We base our estimates and assumptions on current facts, historical experience and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources. The actual results experienced may differ materially and adversely from these estimates. To the extent there are material differences between the estimates and the actual results, future operating results may be affected.

#### ***Functional currency and translation of financial statements***

Our functional currency is the Korean Won (“KRW”) and the U.S. Dollar (“dollar,” “USD,” “US\$,” or “\$”) is the functional currency of our United States subsidiaries. The accompanying consolidated financial statements are presented in USD. The consolidated balance sheets have been translated at the exchange rates prevailing at each balance sheet date. The consolidated statement of comprehensive income and statement of cash flows have been translated using the weighted-average exchange rates prevailing during the periods of each statement. The equity capital is denominated in the functional currency, KRW, and is translated at historical exchange rates. All translation adjustments resulting from translating into the reporting currency are accumulated as a separate component of accumulated other comprehensive income in shareholders’ equity. Gains or losses resulting from foreign currency transactions are included in other income (expense).

Intercompany monetary items denominated in foreign currencies are translated into the functional currency at the exchange rate at the reporting date with the gain or loss arising on translation recorded to other income (expense). Intercompany non-monetary items that are measured at historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions. When we parenthetically disclose USD amounts for certain financial instruments denominated in KRW for the benefit of the reader, we use the exchange rates in effect as of December 31, 2020, unless otherwise noted.

#### ***Cash and cash equivalents***

We consider all money market funds and short-term investments with a maturity of three months or less when acquired to be cash and cash equivalents. Cash and cash equivalents are held by high credit quality financial institutions and balances may exceed limits of federal insurance. We have not experienced any losses resulting from these excess deposits.

#### ***Financial instruments and concentration of credit risk***

Financial instruments, which potentially expose us to concentrations of credit risk, consist primarily of cash and cash equivalents and accounts receivable.

Accounts receivable are recorded and carried at the net invoiced amount, which is net of platform payment processing fees, unsecured, and represent amounts due to us based on contractual obligations where an executed contract exists. We do not require collateral and have not recognized an allowance as management estimates the net receivable is fully collectible. Apple, Inc. (“Apple”), Facebook, Inc. (“Facebook”), and Google, LLC (“Google”) represent significant distribution, marketing, and payment platforms for our games. A substantial portion of our 2020 and 2019 revenue was generated from players who accessed our games through these platforms and a significant concentration of our accounts receivable balance is comprised of balances owed to us by these platforms.

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The following table summarizes the percentage of revenues and accounts receivable generated via our platform providers in excess of 10% of our total revenues and total accounts receivable:

Revenue Concentration year ended December 31,			Accounts Receivable Concentration as of December 31,		
	2020	2019		2020	2019
Apple	50.8%	48.1%	Apple	54.1%	53.6%
Facebook	27.3%	31.2%	Facebook	25.9%	28.0%
Google	18.9%	17.2%	Google	18.0%	16.8%

### ***Fair value measurements***

Fair value is defined as an exit price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants on the measurement date. The three-tiered fair value hierarchy that prioritizes the inputs based on the observability as of the measurement date is as follows:

- Level 1 – Observable inputs for identical assets or liabilities, such as quoted prices in active markets;
- Level 2 – Inputs other than quoted prices in active markets that are either directly or indirectly observable;
- Level 3 – Unobservable inputs in which little or no market data exists, therefore they are developed using estimates and assumptions developed by us, which reflect those that a market participant would use.

Assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the placement of assets and liabilities being measured within the fair value hierarchy. See Note 5: Fair value measurements.

### ***Goodwill and indefinite-lived intangible assets***

Goodwill consists of the excess of the purchase price over the fair value of identifiable assets acquired and liabilities assumed in a business combination. Our indefinite-lived intangible assets were acquired in a business combination and recorded at fair value.

We assess the carrying value of our goodwill and other indefinite-lived assets for potential impairment annually as of October 1, or more frequently if events or changes in circumstances indicate that the carrying value of the asset may not be recoverable.

When assessing goodwill for impairment, we may elect to first utilize a qualitative assessment to evaluate if a more detailed quantitative impairment test is necessary. An impairment charge is recorded based on the excess of the reporting unit's carrying amount over its fair value. In determining fair value of our reporting unit in connection with our annual goodwill impairment test, we perform a blended analysis of the present value of future discounted cash flows and a market valuation approach. The discounted cash flows model indicates the fair value of the reporting unit based on the present value of the cash flows that we expect the reporting unit to generate in the future. The market valuation approach indicates the fair value of the business based on a comparison of the Company to comparable publicly traded firms in similar lines of business.

In determining fair value of indefinite-lived intangible assets for purposes of our annual impairment test, we use the relief-from-royalty method. This method assumes that the trade name and trademarks have value to the extent that their owner is relieved of the obligation to pay royalties for the benefits received from them. The amount of impairment of indefinite-lived intangible assets is measured by the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset.

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We have identified a single reporting unit based on our management structure. There were no impairments of our indefinite-lived intangible assets or goodwill to date.

### ***Finite-lived intangible assets***

Intangible assets acquired separately are measured on initial recognition at cost. The carrying value of intangible assets acquired in a business combination is their fair value at the date of acquisition. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and accumulated impairment losses.

Finite-lived intangible assets are amortized over their useful economic life and assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is determined by comparing the forecasted undiscounted net cash flows from use and eventual disposition of the asset over its remaining economic life to its carrying value. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset are considered to modify the amortization period or method, as appropriate, and are treated as changes in estimates.

The amortization expense on intangible assets with finite lives is recognized in the statement of income and comprehensive income in depreciation and amortization.

### ***Development costs***

Development costs for new app development are capitalized and recognized as an intangible asset when the preliminary development stage has been completed, management commits to funding the project, it is probable that the project will be completed, and the software will be used for its intended function.

Following initial recognition of the development costs as an asset, the asset is carried at cost less any accumulated amortization and accumulated impairment losses. Amortization of the asset begins when development is complete, and the asset is available for use. It is amortized over the period of expected future benefit. Amortization is recorded in depreciation and amortization.

### ***Revenue recognition***

Our social and mobile apps operate on a free-to-play model, whereby game players may collect virtual currency free of charge through the passage of time or through targeted marketing promotions. If a game player wishes to obtain virtual currency above and beyond the level of free virtual currency available to that player, the player may purchase additional virtual currency. Once a purchase is completed, the virtual currency is deposited into the player's account and is not separately identifiable from previously purchased virtual currency or virtual currency obtained by the game player for free.

Once obtained, virtual currency (either free or purchased) cannot be redeemed for cash nor exchanged for anything other than gameplay within our apps. When virtual currency is played on any of our games, the game player could "win" and would be awarded additional virtual currency or could "lose" and lose the future use of that virtual currency. We have concluded that our virtual currency represents consumable goods, because the game player does not receive any additional benefit from the games and is not entitled to any additional rights once the virtual currency is substantially consumed.

Control transfers when the virtual currency is consumed for gameplay. We recognize revenue from player purchases of virtual currency based on the consumption of this currency. We determined through a review of play behavior that game players generally do not purchase additional virtual currency until their existing virtual



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currency balances, regardless of source (e.g., bonus currency, gifted currency through social media channels, daily free chips, etc.), have been substantially consumed.

Based on an analysis of customers' historical play behavior, purchase behavior, and the amount of virtual currency outstanding, we are able to estimate the rate that virtual currency is consumed during gameplay. Accordingly, revenue is recognized using a user-based revenue model with the period between purchases representing the timing difference between virtual currency purchase and consumption. This timing difference is relatively short.

We continuously gather and analyze detailed customer play behavior and assess this data in relation to our judgments used for revenue recognition.

We generate a small portion of our revenue from subscription services. All monthly subscription fees are prepaid and non-refundable for a one-month period and auto-renew until the end customer terminates the service with the platform provider the subscription services originated. The subscription revenue is recognized on a daily basis beginning on the original date of purchase and has no impact on a customer purchased virtual currency.

### *Disaggregation of revenue*

We believe disaggregation of our revenue based on platform and geographical location are appropriate categories that depict how the nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

The following table represents our disaggregation of revenue between mobile and web platforms (in thousands):

	Years ended December 31,	
	2020	2019
Mobile	\$ 257,405	\$ 184,755
Web	100,937	88,855
<b>Total revenue</b>	<b>\$ 358,342</b>	<b>\$ 273,610</b>

The following table presents our revenue disaggregated based on the geographical location of our players (in thousands):

	Years ended December 31,	
	2020	2019
U.S. <sup>(1)</sup>	\$ 309,211	\$ 237,712
International	49,131	35,898
<b>Total revenue</b>	<b>\$ 358,342</b>	<b>\$ 273,610</b>

(1) Geographic location is presented as being derived from the U.S. when data is not available

### *Principal-agent considerations*

Our revenue contracts are with game players who are our customers. We have exclusive control over all content, pricing, and overall functionality of games accessed by players. Our games are played on various third-party platforms for which the platform providers collect proceeds from our customers and remit us an amount after deducting a fee for processing and other agency services. We record revenue at the gross amount charged to our customers and classify fees paid to platform providers (such as Apple, Facebook, and Google) within cost of revenue.

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### *Contract assets, contract liabilities and other disclosures*

Customer payments are based on the payment terms established in our contracts. Payments for purchase of virtual currency are required at time of purchase, are non-refundable and relate to non-cancellable contracts that specify our performance obligations. All payments are initially recorded as revenue, as the player has no right of return after the purchase, consistent with our standard terms and conditions. Based on our analysis, at each period end, we estimate the number of days to consume virtual currency. This represents the revenue amount where the performance obligation has not been met and is deferred as a contract liability until we satisfy the obligation. The contract asset consists of platform fees for which revenue has not been recognized. For subscription revenue, the remaining portion of the daily ratable monthly subscription is recorded as a contract liability and the applicable platform fees as a contract asset.

The following table summarized our opening and closing balances in contract assets and contract liabilities (in thousands):

	As of December 31, 2020	As of December 31, 2019
Contract assets <sup>(1)</sup>	\$ 718	\$ 541
Contract liabilities	\$ 2,393	\$ 1,804

(1) Contract assets are included within prepaid expenses and other assets in our consolidated balance sheet.

### **Cost of revenue**

Amounts recorded as cost of revenue relate to direct expenses incurred in order to generate social gaming revenue. Such costs are recorded as incurred, and primarily consist of fees withheld by our platform providers from the player proceeds received by the platform providers on our behalf, hosting fees, and royalties.

Depreciation and amortization expense is excluded from cost of revenue and other operating expenses and is separately presented on the consolidated statement of income and comprehensive income.

### **Defined benefit pension plan**

We operate a defined benefit pension plan under employment regulations in Korea. The plan services the employees located in Seoul and is a final waged-based pension plan, which provides a specified amount of pension benefit based on length of service. The service cost components of the net periodic benefit costs are charged to current operations based on the functional area of the employee. The total benefit obligation of \$2.8 million and \$1.9 million was included in other non-current liabilities as of December 31, 2020 and 2019, respectively, and the change in actuarial gains or losses was included in other comprehensive income. The plan is unfunded.

The following table summarizes the components of the projected benefit obligation (in thousands):

	As of December 31, 2020	As of December 31, 2019
Projected benefit obligation at beginning of year	\$ 1,882	\$ 1,245
Service cost	738	504
Interest cost	30	26
Actuarial (gain)/loss	492	499
Benefits paid	(400)	(159)
Other	(273)	(190)
Foreign currency translation adjustment	323	(43)
Projected benefit obligation at end of year	\$ 2,792	\$ 1,882

**Defined contribution plan**

We sponsor a defined contribution plan for our employees based in Seattle, Washington. We provide a matching contribution of 100% on the first 1% of employee contributions and 50% on the next 5% of employee contributions. Our contribution expense for the years ended December 31, 2020 and 2019 was approximately \$467,000 and \$394,000 respectively.

**Deferred offering costs**

We incurred costs directly attributable to our proposed initial public offering that went effective June 30, 2020 with the Securities and Exchange Commission (SEC) but did not successfully offer securities. The offering costs were previously deferred and recorded as a non-current asset with the expectation of netting against the proceeds received. Although we remain effective and have not withdrawn our filings, the postponement has extended beyond 90 days and is considered an aborted offering. Accordingly, the deferred offering costs of \$5.4 million have been expensed to other, net under other income(expense) on the consolidated statements of income and comprehensive income.

Deferred offering costs were \$1.3 million as of December 31, 2019.

**Advertising costs**

The cost of advertising is expensed as incurred and totaled \$61.8 million and \$28.5 million for the years ended December 31, 2020 and 2019, respectively. Advertising costs primarily consist of marketing and player acquisition and retention costs and are included in sales and marketing expenses.

**Research and development**

Research and development costs relate primarily to employee costs associated with in-app game development, feature design and enhancement, and engagement functionality that does not meet our internal-use software capitalization criteria. These costs are expensed as incurred.

**Income taxes**

Income tax expense is the total of the current year income tax due or refundable and the change in deferred tax assets and liabilities. Deferred tax assets and liabilities are the expected future tax amounts for the temporary differences between carrying amounts and tax bases of assets and liabilities, computed using enacted tax rates in the period in which they reverse. A valuation allowance, if needed, reduces deferred tax assets to the amount expected to be realized.

A tax position is recognized as a benefit only if it is "more likely than not" that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely of being realized on examination. For tax positions not meeting the "more likely than not" standard, no tax benefit is recorded.

Statutory withholding tax is recognized in income tax expense as incurred.

**Segment information**

Operating segments are identified as components of an enterprise about which separate discrete financial information is available for evaluation by the chief operating decision maker, our Chief Executive Officer, in making decisions regarding resource allocation and assessing performance. We view our operations and manage our business as one operating segment.

### ***Subsequent events***

We evaluated subsequent events through March 29, 2021, which is the date the financial statements were available to be issued.

### ***Recent accounting guidance – adopted***

#### *Financial instruments — credit losses*

The FASB issued ASU No. 2016-13, “Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments” in June 2016 and has since modified the standard with several ASUs (collectively, the “new credit loss standard”). The new credit loss standard replaces the incurred loss impairment methodology in current GAAP with a methodology that reflects expected credit losses and requires consideration of a broader range of reasonable and supportable information to inform credit loss estimates. For our impacted instruments, which include accounts and other receivables, we are required to use a forward-looking expected loss model rather than the incurred loss model for recognizing credit losses which reflects losses that are probable. We adopted this guidance on January 1, 2020. The adoption of this guidance did not have a material effect on our consolidated financial statements.

#### *Intangibles-Goodwill and Other*

The FASB issues ASU No. 2017-04, “Intangibles-Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment” in January 2017. This new accounting standard update simplifies the measurement of goodwill by eliminating the Step 2 impairment test. Step 2 measures a goodwill impairment loss by comparing the implied fair value of a reporting unit’s goodwill with the carrying amount of that goodwill. The new guidance requires an entity to compare the fair value of a reporting unit with its carrying amount and recognize an impairment charge for the amount by which the carrying amount exceeds the reporting unit’s fair value, limited to the amount of goodwill. Additionally, an entity should consider income tax effects from any tax deductible goodwill on the carrying amount of the reporting unit when measuring the goodwill impairment loss, if applicable. We adopted this guidance on January 1, 2020. The adoption of this standard did not have a material impact on our consolidated financial statements.

#### *Fair value measurements*

In August 2018, the FASB issued ASU No. 2018-13, “Fair Value Measurement (Topic 820): Disclosure Framework — Changes to the Disclosure Requirements for Fair Value Measurement.” The new guidance amends the disclosure requirements for recurring and nonrecurring fair value measurements by removing, modifying, and adding certain disclosures on fair value measurements in ASC 820. The amendments on changes in unrealized gains and losses, the range and weighted average of significant unobservable inputs used to develop Level 3 fair value measurements, and the narrative description of measurement uncertainty are applied prospectively for only the most recent interim or annual period presented in the initial fiscal year of adoption. All other amendments should be applied retrospectively to all periods presented upon their effective date. We adopted this guidance on January 1, 2020. The adoption of this standard did not have a material impact on our consolidated financial statements.

#### *Income taxes*

In December 2019, the FASB issued ASU 2019-12, “Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes.” The standard simplifies the accounting for income taxes by removing certain exceptions and making certain amendments to Topic 740. We early adopted this guidance on January 1, 2020. The adoption of this guidance did not have a material effect on our consolidated financial statements.

*ASU 2017-11*

The Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2017-11, “Earnings Per Share (Topic 260); Distinguishing Liabilities From Equity (Topic 480); Derivatives and Hedging (Topic 815): (Part I) Accounting for Certain Financial Instruments with Down Round Features, (Part II) Replacement of the Indefinite Deferral for Mandatorily Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatorily Redeemable Financial Instruments of Certain Nonpublic Entities and Certain Mandatorily Redeemable Noncontrolling Interests with a Scope Exception” in 2017 that simplifies the guidance for equity-linked financial instruments (free-standing or embedded) with down-round features that reduce the exercise price when the pricing of a future round of financing is lower. The standard was effective for us beginning January 1, 2020, with early adoption permitted. We early-adopted the standard using a full retrospective approach effective January 1, 2017.

In May 2017, we issued an aggregate principal amount of KRW210 billion (US \$193 million) of 2.5% Convertible Bonds due 2024 and aggregate principal amount of KRW90 billion (US\$83 million) of 2.5% Non-convertible Bonds due 2024 with detachable warrants to purchase 306,540 shares of our common stock at an initial conversion price of KRW293,600 (US\$270) per share. Both the 2.5% Convertible Bonds and the detachable warrants contain a provision commonly referred to as “down-round” protection, as well as certain standard anti-dilution provisions.

The warrants were not considered liabilities within the scope of ASC 480. In addition, they also met both the requirements of (1) being considered indexed to the Company’s own stock and (2) the qualifications for equity classification. Therefore, the warrants were recorded within stockholders’ equity. There are no provisions pursuant to which the Company could be obligated to pay cash or other assets to settle the warrants; settlement is in shares only, and all settlement provisions contemplate payment of an amount based on the difference between the fair value and a fixed exercise price for a fixed number of shares; subject to down-round and standard anti-dilution adjustments. Due to the adoption of ASU 2017-11, the presence of the down-round protection feature of the warrants does not preclude equity classification.

Instead, the down-round protection feature of the warrants would be recognized as a dividend and as a reduction of income available to common shareholders, which would result in a reduction to our basic net income per share when triggered. As we apply the treasury stock method for calculated diluted earnings per share, this amount would be added back to income available to common stockholders.

The 2.5% Convertible Bonds (and the 2.5% Non-convertible Bonds) are not within the scope of ASC 480 and are not required to be accounted for at fair value. In addition, the Company elected to not carry the Bonds at fair value.

The Company evaluated the terms of the 2.5% Convertible Notes in accordance with ASC Topic No. 815 – 40, “Derivatives and Hedging - Contracts in Entity’s Own Stock” and determined that the underlying common stock is indexed to our common stock. We determined that the embedded conversion and other features did not meet the definition of a liability and therefore did not bifurcate the conversion and other features and account for it as a separate derivative liability. In addition, the 2.5% Convertible Bonds contain a contingent beneficial conversion feature that may be triggered if the conversion price is reduced upon a down-round in the future, subject to accounting under ASC 470-20-25-6. The contingent beneficial conversion cannot be cash-settled, is not beneficial upon issuance, and there was no premium upon issuance. Contingent beneficial conversion features are not accounted for until and unless they are triggered. Accordingly, no accounting for the conversion feature is necessary until that time. However, if the beneficial conversion feature is triggered, it would be measured using the number of shares to be received by the holder based on the adjusted conversion price multiplied by the stock price at the commitment date and recognized as accretion of the debt commencing at the date the down-round provision is triggered.

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On May 15, 2020, DUG exercised its call option right and simultaneously redeemed the 2.5% Non-convertible bonds as consideration to exercise the warrants into 306,539 shares of common stock and at various dates in May and June 2020. STIC, as holder of the 2.5% Convertible Bonds, exercised its right to convert all outstanding bonds into 715,258 common shares.

### Note 3: Goodwill and intangible assets

The majority of our intangible assets consist of assets acquired through the 2017 acquisition of DDI-US. There were no changes to the carrying value of goodwill during 2020 or 2019. The components of our other intangible assets were as follows (in thousands):

	Useful Lives	December 31, 2020			December 31, 2019		
		Gross Amount	Accum. Amort	Net Amount	Gross Amount	Accum. Amort	Net Amount
Trademarks	indefinite	\$ 50,000	\$ —	\$ 50,000	\$ 50,000	\$ —	\$ 50,000
Customer relationships	4 years	75,000	(67,187)	7,813	75,000	(48,437)	26,563
Purchased technology	5 years	45,423	(33,149)	12,274	45,423	(24,487)	20,936
Development costs	3 years	9,486	(8,434)	1,052	9,486	(5,096)	4,390
Software	4 years	2,406	(2,181)	225	2,400	(1,592)	808
<b>Total</b>		<b>\$ 182,315</b>	<b>\$ (110,951)</b>	<b>\$ 71,364</b>	<b>\$ 182,309</b>	<b>\$ (79,612)</b>	<b>\$ 102,697</b>

On January 1, 2019, we determined, based on a strategic decision to sunset certain games within our game portfolio, to change the useful life of our development costs from 5 years to 3 years. This change in estimate resulted in incremental amortization expense of \$2.8 million in 2019.

Amortization expense for the years ended December 31, 2020 and 2019 totaled \$31.3 million and \$33.1 million, respectively.

Estimated amortization expense for the years ending December 31, 2021 through 2025 is as follows (in thousands):

Year	Expense
2021	\$ 17,735
2022	3,629
2023	0
2024	0
2025	0

**Note 4: Debt**

The components of debt at December 31, 2020 and 2019 are as follows (in thousands):

	<b>As of December 31,</b>	
	<b>2020</b>	<b>2019</b>
3.50% Senior Note due 2020	\$ —	\$ 34,548
4.60% Senior Notes to related party due 2024	45,956	86,371
2.5% Convertible bonds due 2024; early redemption 2022 including accrued interest	—	193,643
2.5% Non-Convertible bonds 2024; early redemption 2022 including accrued interest, net of warrant discount	—	62,490
<b>Total debt</b>	<b>\$45,956</b>	<b>\$377,052</b>
Less: Short-term debt	—	(34,548)
<b>Total Long-term debt</b>	<b>\$45,956</b>	<b>\$342,504</b>

**Joint Investment Agreement**

In 2017, in connection with the acquisition of DDI-US, a Joint Investment Agreement was executed by DUG and STIC Special Situation Private Equity Fund. As part of consummating the Joint Investment Agreement, we also entered into a series of additional inter-related multiple element financing agreements with STIC and its wholly-owned special purpose entity (together "STIC"), whereby we issued to STIC, pursuant to a subscription agreement, (i) aggregate principal amount KRW210 billion (US\$193 million) of 2.5% Convertible Bonds due 2024 (the "2.5% Convertible Bonds"), unless earlier redeemed or converted into 715,258 common shares at an initial conversion price of KRW293,600 per share, subject to certain adjustments, and (ii) aggregate principal amount of KRW90 billion (US\$83 million) 2.5% Non-convertible Bonds due 2024 (the "2.5% Non-convertible Bonds") with detachable warrants to purchase 306,539 common shares at an initial exercise price of KRW293,600 (US\$270) per share, subject to certain adjustments. We collectively refer to the 2.5% Convertible Bonds and the 2.5% Non-convertible Bonds as the "Bonds." See further discussion of the Bonds and the warrants, below.

These inter-related agreements afforded DUG, STIC, and the Company the following significant obligations, rights and privileges:

- DUG has committed to take efforts to file an initial registration statement for an initial public offering ("IPO") for DDI, provided that the expected IPO price generates at least an 8% internal rate of return ("IRR") to STIC. If such IRR is not expected, DUG may only file a registration statement if requested by STIC. If STIC requests to sell its shares in the IPO, DUG will have to include at least 50% of such shares in the offering.
- DUG has a call option to purchase the equity-linked securities issued to STIC under certain time and price conditions, but which must be exercised by May 26, 2020, or it expires. On May 15, 2020, DUG exercised the right to call.
- STIC has tag-along rights to sell all or part of its direct and indirect share interest in the Company, including the equity-linked securities, if DUG sells its interest in our common shares to a third party; and STIC has drag-along rights to request DUG to sell its interest in our common shares if STIC wishes to sell its interest in us to any third party under one of the following circumstances: (i) DUG does not exercise its call option; (ii) DUG is in material breach of the Joint Investment Agreement; or (iii) the purpose of the acquisition of DDI-US is not likely to be achieved as a result of a reduction in value of DDI-US.
- In all scenarios under which a buy out of the Bonds, warrants or shares could occur, DUG, and not DDI, has the associated rights and obligations, and the Joint Investment Agreement does not provide for the relevant

instruments to be extinguished. Instead, they can be assigned to DUG in exchange for the appropriate consideration. DDI is not obligated, nor has the right to make any settlements in connection with these buyout scenarios.

- The Joint Investment Agreement further provides that none of DDI, DUD or DDI-US will enter into certain transactions or engage in certain activities without prior written consent from STIC, including, but not limited to issuing new share capital, acquiring or selling material businesses and paying dividends.

The Joint Investment Agreement may be terminated by each party if (i) DUG has repaid or sold all Bonds to a third party; (ii) STIC no longer holds any shares resulting from the exercise of the warrants or conversion of the 2.5% Convertible Bonds; or (iii) DDI has completed the IPO.

## Debt arrangements

*Short-term borrowings and long-term borrowings with related parties*

### **3.50% Senior Note due 2020**

In May 2019, we refinanced our 4.3% Senior Note with a new credit facility (the 3.5% Senior Note) with two new lenders, with an original aggregate principal amount of KRW80 billion (US\$74 million), at a lower interest rate of 3.5%. The proceeds from the 3.5% Senior Note, along with KRW20 billion (USD18 million) in additional borrowing from our 4.6% Senior Notes with related party were used to repay amounts outstanding under the 4.3% Senior Note.

The 3.50% Senior Note requires quarterly interest payments at 3.50% of unpaid principal beginning in August 2019. Quarterly principal repayments of KRW20 billion (US\$18 million) are required.

The 3.5% Senior Note was paid in full in May 2020.

### **4.60% Senior Notes due to related party due 2024**

The 4.60% Senior Notes due to related party, which collectively total KRW100 billion (US\$92 million) at inception, accrue 4.60% interest quarterly on the outstanding principal amount until maturity. Interest and principal are due in full at maturity (May 27, 2024).

Voluntary principal and interest payments were made in June and September 2020. Principal of KRW20 billion (US\$18 million) and interest of KRW1.2 billion (US\$1.0 million) was paid in June 2020 and principal of KRW30 billion (US\$28 million) and interest of KRW3.1 billion (US\$2.6 million) was paid in September 2020.

## Bonds

### **2.5% Convertible Bonds**

Interest on the 2.5% Convertible Bonds is payable in quarterly cash coupon payments of 0.625% of the outstanding principal. The 2.5% Convertible Bonds have a 5.0% yield-to-maturity, which is accrued on the outstanding amount, compounded quarterly, with a portion paid out quarterly through the coupon until the outstanding principal is paid in full at maturity. The 2.5% Convertible Bonds will mature on May 26, 2024, unless earlier redeemed at the option of the holder, beginning May 2022. The maturity of the 2.5% Convertible Bonds is accelerated upon various events of default, including standard credit-risk related events, as well as changes in control, events that have a significant adverse effect on DDI, and others. The default rate of interest is 9%.



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The 2.5% Convertible Bonds are convertible into 715,258 common shares at an initial conversion price of KRW293,600, subject to certain standard adjustments for anti-dilution protection (“conversion price adjustment”). The 2.5% Convertible Bonds also contain a provision commonly referred to as “down-round” protection, whereby, in the event of issuance of new debt with the conversion price below the 2.5% Convertible Bonds’ conversion price, or in the event of the sale of new shares at the price below the conversion price, the conversion price will be adjusted based on the magnitude of the dilution to existing shareholders. We believe the likelihood of triggering a conversion price adjustment is remote due to the control exercised by DUG and STIC and the expected operating performance of the Company. Through the conversion dates, no event triggering a conversion price adjustment or the down-round protection had occurred.

At various dates in May and June 2020, STIC, as holder of the 2.5% Convertible Bonds, exercised its right to convert all outstanding bonds into 715,258 common shares. In connection with these transactions, we paid STIC the accrued coupon interest of \$0.9 million and the unpaid yield-to-maturity interest of \$4.5 million was forfeited.

The conversion of the 2.5% Convertible Bonds was in accordance with the original terms of the instruments and were not subject to an inducement offer to convert as the terms of the conversion were not modified. As a result, the carrying value of the 2.5% Convertible Bonds, plus the forfeited yield-to-maturity interest, net of related income tax effects, of KRW 229.7 billion (US\$187.1 million, at May 15, 2020) with KRW 7.2 billion (US\$5.8 million, at May 15, 2020) recorded to common shares and KRW 222.5 billion (US\$181.3 million, at May 15, 2020) was recorded to additional paid-in-capital with no gain or loss recognized.

### **2.5% Non-convertible bonds and detachable warrants**

As discussed further above, in May 2017, we issued aggregate principal amount KRW90 billion (US\$83 million) 2.5% Non-convertible Bonds due 2024 with detachable warrants to purchase 306,539 common shares at an initial conversion price of KRW293,600 per share, subject to certain standard adjustments for anti-dilution protection (“exercise price adjustment”). The warrants also contain a provision commonly referred to as “down-round” protection, whereby, in the event of issuance of new debt or sale of new shares at a price below the exercise price, the exercise price will be adjusted based on the magnitude of the dilution to existing shareholders. We determined the likelihood of triggering an adjustment to the conversion price was remote due to the control exercised by DUG and STIC and the expected operating performance of the Company. Through the date DUG exercised its call option rights, no event triggering an exercise price adjustment, or the down-round protection occurred.

Interest on the 2.5% Non-convertible Bonds is payable in quarterly cash coupon payments of 0.625% of the outstanding principal. The 2.5% Non-convertible Bonds have a 5.0% yield-to-maturity, which is accrued on the outstanding amount, compounded quarterly, with a portion paid out quarterly through the coupon until the outstanding principal is paid in full at maturity. The 2.5% Non-convertible Bonds will mature on May 26, 2024, unless earlier redeemed at the option of the holder beginning May 2022. The 2.5% Non-convertible Bonds are accelerated upon various events of default, including standard credit-risk related events, as well as changes in control, events that have a significant adverse effect on DDI, and others. The default rate of interest is 9%.

The warrants may be exercised with cash, by surrendering the 2.5% Non-convertible Bonds, or by any combination thereof during the period commencing on May 25, 2018 and ending on April 26, 2024 at the option of the holder. The 2.5% Non-convertible Bonds are due with a 30-day notification by April 26, 2024 unless earlier redeemed under the early redemption clause, which is before May 26, 2022.

On May 15, 2020, DUG exercised its call option right and simultaneously redeemed the 2.5% Non-convertible bonds as consideration to exercise the warrants into 306,539 shares of common stock. In connection with this

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transaction, we paid DUG the 2.5% accrued but unpaid coupon interest of \$0.3 million and the unpaid yield-to-maturity interest of \$1.9 million was forfeited and the remaining unaccreted bond discount eliminated. As a result, the carrying value of the 2.5% Non-convertible Bonds with warrants, plus the forfeited yield-to-maturity interest, net of related income tax effects, of KRW 79.0 billion (US\$64.4 million, at May 15, 2020) with KRW 3.1 billion (US\$2.5 million, at May 15, 2020) recorded to common shares and KRW 75.9 billion (US\$61.9 million, at May 15, 2020) was recorded to additional paid-in-capital with no gain or loss recognized.

As of December 31, 2020, maturities of short and long-term debt for the years ending December 31 are as follows (in thousands):

	Total	2020	2021	2022	2023	2024
4.60% Senior Notes to related parties due 2024	\$45,956	—	—	—	—	\$45,956
<b>Total</b>	<b>\$45,956</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>\$45,956</b>

### Note 5: Fair value measurement

The carrying values of our accounts receivable, prepaid expenses and other current assets, accounts payable, accrued liabilities, and short-term borrowings approximate their fair values due to the short-term nature of these instruments.

Our cash equivalents (Level 1 estimate) consist of money market funds and Korean market government bonds totaling \$61.1 million and \$25.7 million, as of December 31, 2020 and December 31, 2019, respectively. We rely on credit market data to track interest rates for other entities with similar risk profiles.

We record all debt at inception at fair value. We perform subsequent analysis on available data point to evaluate the fair value of our borrowing as of the balance sheet date. We rely on credit market data to track interest rates for other entities with similar risk profiles. As of December 31, 2020, and 2019, we believe the fair value of our senior notes (a Level 3 estimate) approximates carrying value due to the nature of the instruments and the lack of meaningful change to our credit profile.

As of December 31, 2019, we estimate the fair value of our 2.5% Convertible Bonds (a Level 3 estimate) to be \$325.0 million and we estimate the fair value of our 2.5% Non-convertible Bonds with warrants (a Level 3 estimate) to be \$133.5 million. The fair value of our 2.5% Convertible Bonds and 2.5% Non-convertible Bonds with warrants were determined based on an analysis of our enterprise value, our common share value, and rights conveyed to holders of the instruments. The 2.5% Convertible Bonds and the 2.5% Non-convertible Bonds are not within the scope of ASC 480 and are not required to be accounted for at fair value. In addition, we elected to not carry these bonds at fair value.

### Note 6: Income taxes

Income (loss) before income tax consisted of the following (in thousands):

	Years Ended December 31,	
	2020	2019
US	\$ 89,416	\$ 62,706
Korea	(14,199)	(12,839)
<b>Total income before income taxes</b>	<b>\$ 75,217</b>	<b>\$ 49,867</b>

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The following table presents the detail of income tax expense for the periods presented (in thousands):

	Years Ended December 31,	
	2020	2019
<b>Current:</b>		
US	\$ 15,244	\$ 8,469
Korea	1,928	2,367
<b>Total Current Taxes</b>	<b>\$ 17,172</b>	<b>\$ 10,836</b>
<b>Deferred:</b>		
US	\$ 5,105	\$ 5,278
Korea	(683)	(2,572)
<b>Total Deferred Taxes</b>	<b>\$ 4,422</b>	<b>\$ 2,706</b>
<b>Total Income Tax Expense</b>	<b>\$ 21,594</b>	<b>\$ 13,542</b>

The following table presents a reconciliation of the statutory rate and our effective tax rate for the periods presented:

	Years Ended December 31,	
	2020	2019
Statutory Tax Rate	20.0%	20.0%
Foreign Jurisdiction Rate Differential	3.8%	3.4%
Non-deductible interest	1.5%	—
Withholding Taxes	2.3%	4.6%
Tax Credits	(3.5)%	(7.3)%
Valuation Allowance	5.0%	7.6%
Other	(0.5)%	(1.1)%
<b>Total Tax Rate</b>	<b>28.6%</b>	<b>27.2%</b>

Deferred federal, state, and foreign income taxes reflect the net tax impact of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and such amounts for tax purposes. The following table presents the significant components of our deferred tax assets and liabilities as of the dates presented (in thousands):

	As of December 31,	
	2020	2019
<b>Deferred income tax assets:</b>		
Net Operating Loss Carryforward	\$ 8,206	\$ 6,173
Tax Credit Carryforward	9,529	6,286
Accruals and Reserves	1,762	976
Intangibles	14,158	9,476
Lease liability	2,565	2,736
<b>Deferred tax assets</b>	<b>\$ 36,220</b>	<b>\$ 25,647</b>
Less: valuation allowance	(17,936)	(12,921)
<b>Net deferred tax assets</b>	<b>\$ 18,284</b>	<b>\$ 12,726</b>

	As of December 31,	
	2020	2019
Deferred tax liabilities		
Goodwill	\$(35,096)	\$(25,015)
Accrued Interest	—	(8,531)
Right-of-use-asset	(2,424)	(2,561)
Other	(359)	(627)
Deferred tax liabilities	<u>\$(37,879)</u>	<u>\$(36,734)</u>
Net deferred tax assets /(liabilities)	<u>\$(19,595)</u>	<u>\$(24,008)</u>

Realization of deferred tax assets is dependent upon the generation of future taxable income, if any, the timing, and amount of which are uncertain. We have provided a valuation allowance against certain deferred tax assets of Korea as of December 31, 2020, and 2019, because, based on the weight of available evidence, it is more likely than not (a likelihood of more than 50%) that these deferred tax assets will not be realized. As of December 31, 2020, we determined tax attributes expected to be realized prior to their expiration and recognized a deferred tax asset of \$560 thousand.

As of December 31, 2020, and 2019, we have Korean tax loss carryforwards of approximately \$34.4 million and \$28.1 million, respectively, which are available to reduce future taxable income. These losses begin to expire in 2026.

Additionally, we have Korean tax credit carryforwards of \$8.8 million and \$6.3 million as of December 31, 2020 and 2019, respectively, which are available to reduce future foreign tax liabilities. The foreign tax credit carryforwards begin to expire in 2022.

We have not recorded a liability for income taxes or withholding taxes on undistributed earnings of subsidiaries as of December 31, 2020 and 2019 as we intend to reinvest such earnings outside of Korea for the foreseeable future. Given the Company's current and anticipated losses in Korea, the method of realizing the cumulative temporary differences related to foreign earnings is difficult to estimate. Therefore, the Company concluded it is not practical to estimate the related deferred tax liability.

We are currently not under audit in any tax jurisdiction. We do not have any uncertain tax positions and have not established reserves for tax positions based on estimates of whether, and the extent to which, additional taxes will be due.

## Note 7: Shareholders' equity

### *Common stock and Convertible Securities*

We have 200,000,000 total authorized shares at December 31, 2020 and December 31, 2019. The par value per share is KRW10,000.

Holders of outstanding shares of common stock are entitled to one vote for each share on all matters submitted to a vote of the holders of common stock. Holders of common stock are entitled to receive dividends that are declared by our board of directors out of legally available funds. In the event of a liquidation, dissolution or winding-up, the holders of common stock are entitled to share ratably in the net assets remaining after payment of liabilities. There are no conversion rights, redemption rights or sinking fund provisions, and there are no dividends in arrears or default. All shares of common stock have equal distribution, liquidation and voting rights, and have no preferences or exchange rights. Warrant and convertible bond holders have no rights as common shareholders, including voting and receipt of dividends, until and unless such instruments are exercised or converted.

## Note 8: Net Income per share

Basic net income per share is computed by dividing net income by the weighted-average number of common shares outstanding for the period, without consideration for potentially dilutive securities. Diluted net income per share is computed by dividing net income by the weighted-average number of common shares and dilutive common share equivalents outstanding for the period determined using the treasury-stock and if-converted methods.

Dilutive common share equivalents are comprised of warrants and shares issuable under our convertible debt arrangement described in Note 4: Debt.

The following table presents the calculation of basic and diluted net income per share (in thousands except share and per share amounts):

	Years ended December 31,	
	2020	2019
<b>Numerator</b>		
Net income applicable to common stockholders — basic	\$ 53,623	\$ 36,325
Dilutive effect of assumed conversion of convertible debt	2,687	7,311
Net income applicable to common stockholders — diluted	\$ 56,310	\$ 43,636
<b>Denominator</b>		
Weighted average common shares outstanding — basic	1,807,410	1,192,725
Dilutive effect of assumed conversion of convertible debt	295,028	715,258
Dilutive effect of assumed conversion of warrants	46,676	87,148
Weighted average common shares outstanding — diluted	2,149,114	1,995,131
Net Income per share applicable to common stockholders — basic	\$ 29.67	\$ 30.46
Net Income per share applicable to common stockholders — diluted	\$ 26.20	\$ 21.87

## Note 9: Accumulated other comprehensive income

Changes in accumulated other comprehensive income (AOCI) by component for the years ended December 31, 2020 and 2019 were as follows (in thousands):

	Currency Translation Adjustments	Defined Benefit Pension Plan	Total
Balance at January 1, 2019	\$ 389	\$ (313)	\$ 76
Foreign currency translation gain/(loss)	9,742	—	9,742
Actuarial gain/(loss), net of tax	—	(385)	(385)
Balance as of December 31, 2019	\$ 10,131	\$ (698)	\$ 9,433
Foreign currency translation gain/(loss)	13,676	—	13,676
Actuarial gain/(loss), net of tax	—	(294)	(294)
Balance at December 31, 2020	\$ 23,807	\$ (992)	\$ 22,815

For years ended December 31, 2020 and 2019, we did not tax effect foreign currency translation gain/(loss) because we have determined such gain/(loss) is permanently reinvested and actuarial gain/(loss) is not tax effected due to a valuation allowance applied to our deferred tax assets.

## Note 10: Leases

On January 1, 2019, we adopted ASC 842 using the modified retrospective method. Our operating leases primarily consist of real estate leases for office space and do not have any non-lease components. We do not have any finance leases. Our total variable and short-term lease payments are immaterial for all periods presented.

Upon adoption we recognized a right-of-use asset and lease liability of \$9.2 million and \$9.4 million, respectively, related to our real estate operating lease for our corporate office space in Seattle, Washington. We used our estimated incremental borrowing rate of 4.97% to initially measure our right-of-use asset and lease liability for this lease.

The Seattle, Washington lease originated in July 2012 and consists of 49,375 square feet. In September 2018, the only option to extend, which is effective October 1, 2019, was exercised to extend the term for 61 months. The extended lease will expire in October 2024.

The Gangnam-gu, Seoul, Korea office space is subleased from our parent, DUG and consists of 31,636 square feet. The subleases originated in February 2019 and were amended in October 2020 to reflect an overall increase to DUG (sublessor). The subleases will expire in September 2023. A right-of-use asset and lease liability of \$5.6 million was recognized at the lease commencement date. An estimated incremental borrowing rate of 6.07%, was used to initially measure our right-of-use asset and lease liability for this lease.

Supplemental balance sheet and cash flow information related to operating leases is as follows:

	December 31, 2020	December 31, 2019
Operating lease right-of-use asset	\$ 10,864	\$ 13,219
Accrued rent	877	835
Total operating lease right-of-use asset, net	\$ 9,987	\$ 12,384
Short-term operating lease liabilities	\$ 3,033	\$ 2,795
Long-term operating lease liabilities	7,831	10,424
Total operating lease liabilities	\$ 10,864	\$ 13,219
Cash paid for amounts included in the measurement of operating lease liabilities	\$3.2 million	\$2.5 million

Maturities of lease liabilities are as follows (in thousands):

As of December 31, 2020	Seattle Lease	Seoul Lease (Related Party)
2021	\$ 1,938	\$ 1,443
2022	1,987	1,471
2023	2,037	1,267
2024	1,732	—
2025	—	—
Thereafter	—	—
Less: Imputed Interest	(683)	(328)
Total	\$7,011	\$3,853

Operating lease costs were \$3.2 million and \$3.1 million for the years ended December 31, 2020 and December 31, 2019, respectively.

## **Note 11: Commitments and contingencies**

### ***Legal contingencies***

On April 12, 2018, a class-action lawsuit was filed against DDI-US demanding a return of unfair benefit under the pretext that the Company's social casino games are not legal in the State of Washington, United States. Similar class-action lawsuits were concurrently filed with certain of our competitors, certain of which, announced settlements which the court has recently approved.

In August 2018, we filed a Motion to Compel Arbitration, which was denied and immediately appealed in December 2018. We were granted a Motion to Stay pending appeal in February 2019. In October 2019, a court date was issued and subsequently abated as the Ninth Circuit Appeals court hears the oral arguments and a resolution of appeal is determined in a similar case with one of our competitors. On January 29, 2020, the Ninth Circuit affirmed the District Court's denial of arbitration, thereby denying our appeal to compel arbitration. The case is now in District Court. On June 17, 2020, we filed a motion in the United States District Court for the Western District of Washington, which, if granted, would certify certain questions of state law to the Washington State Supreme Court for interpretation in accordance with applicable state law. On August 11, 2020, the District Court denied DDI-US's motion to certify certain questions to the Washington State Supreme Court. We subsequently filed a motion for reconsideration of this ruling. On August 13, 2020, DDI-US filed a motion to strike the plaintiffs' nationwide class allegations, which was noted for consideration on October 2, 2020. On September 10, 2020, DDI-US filed a motion to dismiss under Fed. R. Civ P. 12 (B)(1) and a motion to abstain asking the District Court to stay this lawsuit pending the resolution of a Declaratory Judgment action filed by DDI-US (and IGT) in the Washington State Superior Court seeking a ruling on certain relevant issues under Washington state law, which was noted for consideration on October 2, 2020. No date for a hearing on these motions has been set. Additional discovery has continued, including but not limited to, our issuance of discovery to plaintiffs. On January 15, 2021, our motion for reconsideration was denied. On February 25, 2021, plaintiffs filed a motion for class certification and for preliminary injunction. On March 19, 2021, our motion to strike the nationwide class allegations was denied. Discovery in the federal court case has commenced and is continuing. A trial date has been set for November 1, 2021. We dispute any allegation of wrongdoing and will continue to vigorously defend ourselves in these matters.

The case is subject to significant uncertainties and, therefore, determining the likelihood of a loss and/or the measurement of any loss or range of loss cannot be reasonably estimated. We evaluated (1) the facts and circumstances known to us, including information regarding settlements and other relevant events and developments, (2) the advice and analyses of counsel and (3) the assumptions and judgement of management, all of which involve a series of complex judgments about future events. As a result, no amount has been recorded in connection with this lawsuit.

The future outcome of this matter could be material to our operating results and cash flows in a future period. Legal costs associated with our legal proceedings are expensed as incurred.

### ***Publishing and license agreements***

#### ***DoubleU Games***

We entered into the DoubleU Games License Agreement on March 7, 2018, and it was subsequently amended on July 1, 2019 and November 27, 2019. Pursuant to the DoubleU Games License Agreement, DoubleU Games

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grants us an exclusive license to develop and distribute certain DoubleU Games social casino game titles and sequels thereto in the social online game field of use. We are obligated to pay a royalty license fee to DoubleU Games in connection with these rights, with certain customary terms and conditions. The agreement remains in effect until either DUG no longer holds an interest, directly or indirectly, in DDI, or DDI no longer holds an interest, directly or indirectly, in DDI-US. In such event, the agreement provides that the parties will mutually renegotiate the terms of the agreement. As of December 31, 2020, we licensed approximately 32 game titles under the terms of this agreement.

#### *International Gaming Technologies (“IGT”)*

In 2017, we entered into a Game Development, Distribution, and Services Agreement with IGT. Under the terms of the agreement, IGT will deliver game assets so that we can port (a process of converting the assets into functioning slot games by platform) the technology for inclusion in our gaming apps. The agreement includes game assets that are used to create new games. Under the agreement, we paid IGT an initial royalty rate of 10% of revenue for their proprietary assets and 15% of revenue for third-party game asset types. Effective January 1, 2019, we amended the agreement to revise the royalty rate for proprietary game asset types to 7.5% of revenue. The initial term of the agreement is ten (10) years with up to two additional five-year periods. Costs incurred in connection with this agreement for the years ended December 31, 2020 and 2019 totaled \$13.5 million and \$11.5 million, respectively, and are recognized as a component of cost of revenue.

### **Note 12: Related party transactions**

Our related party transactions comprise of expenses for use of intellectual property, borrowings, and sublease previously described. We may also incur other expenses with related parties in the ordinary course of business, which are included in the consolidated financial statements.

The following is a summary of expenses charged by our parent, DoubleU Games (in thousands):

	Years ended December 31,		Statement of Income and Comprehensive Income Line Item
	2020	2019	
Royalty expense (see Note 11)	\$ 3,015	\$ 4,597	Cost of revenue
Interest expense (see Note 4)	3,106	3,778	Interest expense
Rent expense (see Note 10)	1,461	1,378	General and administrative expense
Other expense	155	131	General and administrative expense

Amounts due to our parent, DoubleU Games, are as follows (in thousands):

	At December 31,		Statement of Consolidated Balance Sheet Line Item
	2020	2019	
4.6% Senior Notes with related party	\$45,956	\$86,371	Long-term borrowing with related party
Royalties and other expenses	3,631	2,691	Accounts payable and accrued expenses
Short-term lease liability	1,399	1,288	Short-term operating lease liabilities
Accrued interest on 4.6% Senior Note with related party	4,918	5,169	Other non-current liabilities
Long-term lease liability	2,454	3,413	Long-term lease liabilities



# DoubleDown Interactive Co., Ltd.

## Condensed Consolidated Statement of Income and Comprehensive Income

(In thousands of U.S. dollars, except share and per share amounts) (unaudited)

	Three Months Ended March 31,	
	2021	2020
Revenue	\$ 96,667	\$ 76,061
Operating expenses:		
Cost of revenue <sup>(1)</sup>	33,848	26,876
Sales and marketing <sup>(1)</sup>	19,728	14,506
Research and development <sup>(1)</sup>	5,691	4,350
General and administrative <sup>(1)</sup>	4,304	5,028
Depreciation and amortization	7,476	7,980
Total operating expenses	71,047	58,740
Operating income	25,620	17,321
Other income (expense):		
Interest expense	(509)	(6,051)
Interest income	51	31
Gain on foreign currency transactions	243	877
Gain (loss) on foreign currency remeasurement of intercompany items	45	4,234
Other, net	657	76
Total other expense, net	487	(833)
Income before income tax	26,107	16,488
Income tax expense	(6,691)	(3,628)
Net income	\$ 19,416	\$ 12,860
Other comprehensive income (expense):		
Pension adjustments, net of tax	\$ (55)	\$ (26)
Gain on foreign currency translation	1,329	9,565
Comprehensive income	\$ 20,690	\$ 22,399
Earnings per share:		
Basic	\$ 8.77	\$ 10.78
Diluted	\$ 8.77	\$ 7.20
Weighted average shares outstanding:		
Basic	2,214,522	1,192,725
Diluted	2,214,522	2,036,851

(1) Excluding depreciation and amortization

# DoubleDown Interactive Co., Ltd.

## Condensed Consolidated Balance Sheets

(In thousands of U.S. dollars, except share and per share amounts) (unaudited)

	March 31, 2021	December 31, 2020
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 84,436	\$ 63,188
Accounts receivable, net	34,893	23,299
Prepaid expenses, and other assets	2,315	4,020
Total current assets	121,644	90,507
Property and equipment, net	356	377
Operating lease right-of-use assets, net	9,155	9,987
Intangible assets, net	63,934	71,364
Goodwill	633,965	633,965
Deferred tax asset	537	560
Other non-current assets	71	71
Total assets	\$ 829,662	\$ 806,831
<b>Liabilities and Shareholders' Equity</b>		
Accounts payable and accrued expenses	\$ 15,593	\$ 16,646
Short-term operating lease liabilities	3,014	3,033
Income taxes payable	6,617	2,838
Contract liabilities	1,969	2,415
Other current liabilities	957	717
Total current liabilities	28,150	25,649
Long-term borrowings with related party	44,111	45,956
Long-term operating lease liabilities	6,960	7,831
Deferred tax liabilities, net	22,079	20,154
Other non-current liabilities	8,161	7,730
Total liabilities	109,461	107,320
Shareholders' equity		
Common stock	18,924	18,924
Additional paid-in-capital	588,064	588,064
Accumulated other comprehensive income	24,089	22,815
Retained earnings	89,124	69,708
Total shareholders' equity	720,201	699,511
Total liabilities and shareholders' equity	\$ 829,662	\$ 806,831

See accompanying notes to condensed consolidated financial statements.

# DoubleDown Interactive Co., Ltd.

## Condensed Consolidated Statement of Changes in Shareholders' Equity

(In thousands of U.S. dollars, except share and per share amounts) (unaudited)

	Common shares	Common stock	Additional paid-in-capital	Accumulated other comprehensive income/(loss)	Retained earnings (deficit)	Total shareholders' equity
<b>Three months ended</b>						
As of January 1, 2020	1,192,725	\$ 10,603	\$ 344,547	\$ 9,433	\$ 16,085	\$ 380,668
Pension adjustments, net of tax	—	—	—	(26)	—	(26)
Gain on foreign currency translation	—	—	—	9,565	—	9,565
Net income	—	—	—	—	12,860	12,860
Capital investment from parent	—	—	369	—	—	369
As of March 31, 2020	1,192,725	\$ 10,603	\$ 344,916	\$ 18,972	\$ 28,945	\$ 403,436
<b>Three months ended</b>						
As of January 1, 2021	2,214,522	\$ 18,924	\$ 588,064	\$ 22,815	\$ 69,708	\$ 699,511
Pension adjustments, net of tax	—	—	—	(55)	—	(55)
Gain on foreign currency translation	—	—	—	1,329	—	1,329
Net income	—	—	—	—	19,416	19,416
As of March 31, 2021	2,214,522	\$ 18,924	\$ 588,064	\$ 24,089	\$ 89,124	\$ 720,201

See accompanying notes to condensed consolidated financial statements.

# DoubleDown Interactive Co., Ltd.

## Condensed Consolidated Statement of Cash Flows

(In thousands of U.S. dollars, except share and per share amounts) (unaudited)

	Three months ended March 31,	
	2021	2020
Cash flow from operating activities:		
Net Income	\$ 19,416	\$ 12,860
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation and amortization	7,476	7,980
Gain on foreign currency remeasurement of intercompany item	(45)	(4,234)
Deferred taxes	1,925	1,483
Non-cash interest expense	—	3,390
Working capital adjustments:		
Accounts receivable	(11,583)	(6,415)
Prepaid expenses, other current and non-current assets	1,694	(1,395)
Accounts payable, accrued expenses and other payables	(962)	(2,552)
Contract liabilities	(446)	(164)
Income tax payable	3,777	1,980
Other current and non-current liabilities	780	1,157
Net cash flows provided by operating activities	22,032	14,090
Cash flow from (used in) investing activities:		
Acquisition of Double8 Games Co., Ltd.	—	(1,952)
Purchases of property and equipment	(34)	(33)
Net cash flows from (used in) investing activities	(34)	(1,985)
Cash flows from (used in) financing activities:		
Repayments of short-term senior note	—	(16,756)
Net cash flows used in financing activities	—	(16,756)
Net foreign exchange difference on cash and cash equivalents	(750)	(1,255)
Net increase (decrease) in cash and cash equivalents	21,248	(5,906)
Cash and cash equivalents at beginning of period	63,188	42,418
Cash and cash equivalents at end of period	\$ 84,436	\$ 36,512
Supplemental disclosures of cash flow information		
Cash paid for:		
Interest	\$ —	\$ 342
Income taxes	\$ 130	\$ 161

See accompanying notes to condensed consolidated financial statements

# DoubleDown Interactive Co., Ltd.

## Notes to Condensed Consolidated Financial Statements (Unaudited)

### Note 1: Basis of presentation and summary of significant accounting policies

#### *Description of business*

DoubleDown Interactive Co., Ltd. (“DDI,” “we,” “us,” “our” or “the Company,” formerly known as The8Games Co., Ltd.) was incorporated in 2008 in Seoul, Korea as an interactive entertainment studio, focused on the development and publishing of casual games and mobile applications. DDI is a subsidiary of DoubleU Games Co., Ltd. (“DUG” or “DoubleU Games”), a Korean company and our controlling shareholder holding 67.7% of our outstanding shares. The remaining 32.3% of our outstanding shares are held by STIC Special Situation Private Equity Fund (“STIC”). In 2017, DDI acquired DoubleDown Interactive, LLC (“DDI-US”) from International Gaming Technologies (“IGT”) for approximately \$825 million. DDI-US, with its principal place of business located in Seattle, Washington, is our primary revenue-generating entity.

We develop and publish digital gaming content on various mobile and web platforms through our multi-format interactive all-in-one game experience concept. We host DoubleDown Casino, DoubleDown Classic and DoubleDown Fort Knox within various formats.

#### *Acquisition of Double8 Games Co.,Ltd. (“Double8 Games”)*

On February 25, 2020, we completed the acquisition of Double8 Games Co., Ltd. (“Double8 Games”) from DoubleU Games in exchange for KRW 2.3 billion (US\$1.9 million). Double8 Games is based in Seoul, Korea, with the primary business of developing digital gaming content for international markets. The acquisition was considered a business combination among entities under common control and, therefore, the transfer of net assets was recorded at their carrying value with all financial information prior to the acquisition adjusted for comparability.

Assets acquired and liabilities assumed primarily consist of working capital items, including a right of use asset and lease obligation. The difference between the cash paid and carrying value of the net assets received was recorded as a capital investment from parent.

#### *Basis of presentation*

Our unaudited condensed consolidated financial statements include all adjustments of a normal, recurring nature necessary for the fair presentation of the results for the interim periods presented. The results for the interim period presented are not necessarily indicative of those for the full year. The condensed consolidated financial statements should be read in conjunction with our consolidated financial statements for the years ended December 31, 2020, 2019 and 2018.

The condensed consolidated financial statements include the balances and accounts of DDI and our controlled subsidiaries. All significant inter-company transactions, balances and unrealized gains or losses have been eliminated. We view our operations and manage our business as one operating segment.

#### *Use of estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires our management to make estimates and assumptions that affect financial statements and accompanying notes. We regularly evaluate estimates and assumptions related to

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provisions for income taxes, revenue recognition, expense accruals, deferred income tax asset valuation allowances, valuation of goodwill and intangibles, and legal contingencies. We base our estimates and assumptions on current facts, historical experience and various other factors that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities and the accrual of costs and expenses that are not readily apparent from other sources.

The actual results and outcomes may differ from management's estimates and assumptions due to risks and uncertainties, including uncertainty in the current economic environment due to the recent outbreak of a novel strain of the coronavirus ("COVID-19").

### ***Functional currency and translation of financial statements***

Our functional currency is the Korean Won ("KRW"), and the U.S. Dollar ("dollar," "USD," "US\$," or "\$"), is the functional currency of our United States subsidiaries. The accompanying condensed consolidated financial statements are presented in USD. The condensed consolidated balance sheet has been translated at the exchange rates prevailing at each balance sheet date. The condensed consolidated statements of income and comprehensive income and statement of cash flows have been translated using the weighted-average exchange rates prevailing during the periods of each statement. The equity capital is denominated in the functional currency, KRW, and is translated at historical exchange rates. All translation adjustments resulting from translating into the reporting currency are accumulated as a separate component of accumulated other comprehensive income in shareholders' equity. Gains or losses resulting from foreign currency transactions are included in other income (expense).

Intercompany monetary items denominated in foreign currencies are translated into the functional currency at the exchange rate at the reporting date with the gain or loss arising on translation recorded to other income (expense). Intercompany non-monetary items that are measured at historical cost in a foreign currency are translated using the exchange rates at the dates of the initial transactions. When we parenthetically disclose USD amounts for certain financial instruments denominated in KRW for the benefit of the reader, we use the exchange rates in effect as of March 31, 2021, unless otherwise noted.

### ***Financial instruments and concentration of credit risk***

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable.

Accounts receivable are recorded and carried at the net invoiced amount, which is net of platform payment processing fees, unsecured, and represent amounts between us based on contractual obligations where an executed contract exists. We do not require collateral and have not recognized an allowance as management estimates the net receivable is fully collectible. Apple, Inc. ("Apple"), Facebook, Inc. ("Facebook"), and Google, LLC ("Google") represent significant distribution, marketing, and payment platforms for our games. A substantial portion of our revenue for the three months ended March 31, 2021 was generated from players who accessed our games through these platforms and a significant concentration of our accounts receivable balance is comprised of balances owed to us by these platforms.

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The following table summarizes the percentage of revenue and accounts receivable generated via our platform providers in excess of 10% of our total revenue and total accounts receivable:

	Three months ended March 31,	
	2021	2020
Apple	51.3%	50.0%
Facebook	26.8%	29.1%
Google	19.0%	17.9%

	Accounts receivable concentration	
	As of March 31, 2021	As of December 31, 2020
Apple	67.2%	54.1%
Facebook	18.0%	25.9%
Google	13.6%	18.0%

### Note 2: Revenue from contracts with customers

Our social and mobile apps operate on a free-to-play model, whereby game players may collect virtual currency free of charge through the passage of time or through targeted marketing promotions. If a game player wishes to obtain virtual currency above and beyond the level of free virtual currency available to that player, the player may purchase additional virtual currency. Once a purchase is completed, the virtual currency is deposited into the player's account and is not separately identifiable from previously purchased virtual currency or virtual currency obtained by the game player for free.

Once obtained, virtual currency (either free or purchased) cannot be redeemed for cash nor exchanged for anything other than gameplay within our apps. When virtual currency is played on any of our games, the game player could "win" and would be awarded additional virtual currency or could "lose" and lose the future use of that virtual currency. We have concluded that our virtual currency represents consumable goods, because the game player does not receive any additional benefit from the games and is not entitled to any additional rights once the virtual currency is substantially consumed.

Control transfers when the virtual currency is consumed for gameplay. We recognize revenue from player purchases of virtual currency based on the consumption of this currency. We determined through a review of play behavior that game players generally do not purchase additional virtual currency until their existing virtual currency balances, regardless of source (e.g. bonus currency, gifted currency through social media channels, daily free chips, etc.), have been substantially consumed.

Based on an analysis of customers' historical play behavior, purchase behavior, and the amount of virtual currency outstanding, we are able to estimate the rate that virtual currency is consumed during gameplay. Accordingly, revenue is recognized using a user-based revenue model with the period between purchases representing the timing difference between virtual currency purchase and consumption. This timing difference is relatively short.

We continuously gather and analyze detailed customer play behavior and assess this data in relation to our judgments used for revenue recognition.

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### *Disaggregation of revenue*

We believe disaggregation of our revenue based on platform and geographical location is appropriate as these are categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

The following table represents our revenue disaggregated based on mobile and web platforms (in thousands):

	Three months ended March 31,	
	2021	2020
Mobile	\$ 70,004	\$ 53,159
Web	26,663	22,902
<b>Total</b>	<b>\$ 96,667</b>	<b>\$ 76,061</b>

The following table represents our revenue disaggregated based on the geographical location of our players (in thousands):

	Three months ended March 31,	
	2021	2020
U.S. <sup>(1)</sup>	\$ 83,661	\$ 71,059
International	13,006	5,002
<b>Total</b>	<b>\$ 96,667</b>	<b>\$ 76,061</b>

(1) Geographic location is presented as being derived from the U.S. when data is not available.

### *Contract assets, contract liabilities and other disclosures*

Customer payments are based on the payment terms established in our contracts. Payments for purchase of virtual currency are required at time of purchase, are non-refundable and relate to non-cancellable contracts that specify our performance obligations. All payments are initially recorded as revenue, as the player has no right of return after the purchase, consistent with our standard terms and conditions. Based on our analysis, at each period end, we estimate the number of days to consume virtual currency. This represents the revenue amount where the performance obligation has not been met and is deferred as a contract liability until we satisfy the obligation. The contract asset consists of platform fees for which revenue has not been recognized. For subscription revenue, the remaining portion of the daily ratable monthly subscription is recorded as a contract liability and the applicable platform fees as a contract asset.

The following table summarized our opening and closing balances in contract assets and contract liabilities (in thousands):

	As of March 31, 2021	As of December 31, 2020
Contract assets <sup>(1)</sup>	\$ 584	\$ 718
Contract liabilities	1,948	2,393

(1) Contract assets are included within prepaid expenses and other current assets in our condensed consolidated balance sheets.



### Note 3: Goodwill and intangible assets

There were no changes to the carrying amount of goodwill in the three months ended March 31, 2021. Changes in the carrying amount of intangible assets were as follows:

	Useful Lives (in years)	March 31, 2021			December 31, 2020		
		Gross amount	Accum. amort	Net amount	Gross amount	Accum. amort	Net amount
Trademarks	indefinite	\$ 50,000	\$ —	\$50,000	\$ 50,000	\$ —	\$ 50,000
Customer relationships	4	75,000	(71,875)	3,125	75,000	(67,187)	7,813
Purchased technology	5	45,423	(35,314)	10,109	45,423	(33,149)	12,274
Development costs	3	9,486	(8,884)	602	9,486	(8,434)	1,052
Software	4	2,406	(2,308)	98	2,406	(2,181)	225
Total		\$ 182,315	\$ (118,381)	\$ 63,934	\$ 182,315	\$ (110,951)	\$ 71,364

The following reflects amortization expense related to intangible assets included with depreciation and amortization:

	Three months ended March 31,	
	2021	2020
Amortization expense	\$ 7.4 million	\$ 7.9 million

### Note 4: Debt

The components of debt as of March 31, 2021 and December 31, 2020 are as follows (in thousands):

	As of March 31, 2021	As of December 31, 2020
4.60% Senior Notes due to related party due 2024	44,111	45,956
Total debt	\$ 44,111	\$ 45,956
Less: Short-term debt	—	—
Total Long-term debt	\$ 44,111	\$ 45,956

### Joint Investment Agreement

In 2017, in connection with the acquisition of DDI-US, a Joint Investment Agreement was executed by DUG and STIC Special Situation Private Equity Fund ("STIC"). As part of consummating the Joint Investment Agreement, we also entered into a series of additional inter-related multiple element financing agreements with STIC, whereby we issued to STIC, pursuant to a subscription agreement, (i) aggregate principal amount KRW210 billion (US\$185 million) of 2.5% Convertible Bonds due 2024 (the "2.5% Convertible Bonds"), unless earlier redeemed or converted into 715,258 common shares at an initial conversion price of KRW293,600, subject to certain adjustments, and (ii) aggregate principal amount of KRW90 billion (US\$79 million) 2.5% Non-convertible Bonds due 2024 (the "2.5% Non-convertible Bonds") with detachable warrants to purchase 306,540 common shares at an initial exercise price of KRW293,600 per share, subject to certain adjustments. We collectively refer to the 2.5% Convertible Bonds and the 2.5% Non-convertible Bonds as the "Bonds." See further discussion of the Bonds and the warrants below.

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These inter-related agreements afforded DUG, STIC, and the Company the following significant obligations, rights and privileges:

- DUG has committed to take efforts to file an initial registration statement for an initial public offering (“IPO”) for DDI, provided that the expected IPO price generates at least an 8% internal rate of return (“IRR”) to STIC. If such IRR is not expected, DUG may only file a registration statement if requested by STIC. If STIC requests to sell its shares in the IPO, DUG will have to include at least 50% of such shares in the offering.
- DUG has a call option to purchase the equity-linked securities issued to STIC under certain time and price conditions, but which must be exercised by May 26, 2020, or it expires. On May 15, 2020, DUG exercised the right to call. See discussion under debt arrangements below.
- STIC has tag-along rights to sell all or part of its direct and indirect share interest in the Company, including the equity-linked securities, if DUG sells its interest in our common shares to a third party; and STIC has drag-along rights to request DUG to sell its interest in our common shares if STIC wishes to sell its interest in us to any third party under one of the following circumstances: (i) DUG does not exercise its call option; (ii) DUG is in material breach of the Joint Investment Agreement; or (iii) the purpose of the acquisition of DDI-US is not likely to be achieved as a result of a reduction in value of DDI-US.
- In all scenarios under which a buy out of the Bonds, warrants or shares could occur, DUG, and not DDI, has the associated rights and obligations, and the Joint Investment Agreement does not provide for the relevant instruments to be extinguished. Instead, they can be assigned to DUG in exchange for the appropriate consideration. DDI is not obligated, nor has the right to make any settlements in connection with these buyout scenarios.
- The Joint Investment Agreement further provides that none of DDI, DUD or DDI-US will enter into certain transactions or engage in certain activities without prior written consent from STIC, including, but not limited to, issuing new share capital, acquiring or selling material businesses and paying dividends.

The Joint Investment Agreement may be terminated by each party if (i) DUG has repaid or sold all Bonds to a third party; (ii) STIC no longer holds any shares resulting from the exercise of the warrants or conversion of the 2.5% Convertible Bonds; or (iii) DDI has completed the IPO.

## **Debt arrangements**

### ***4.60% Senior Notes due to related party due 2024***

The 4.60% Senior Notes due to related party accrue 4.60% interest quarterly on the outstanding principal amount until maturity. Interest and remaining principal are due in full at maturity (May 27, 2024).

## **Bonds**

### ***2.5% Convertible Bonds***

At various dates in May and June 2020, STIC, as holder of the 2.5% Convertible Bonds, exercised its right to convert all outstanding bonds into 715,258 common shares. In connection with these transactions, we paid STIC the accrued coupon interest of \$0.9 million and the unpaid yield-to-maturity interest of \$4.5 million was forfeited.

The conversion of the 2.5% Convertible Bonds was in accordance with the original terms of the instruments and were not subject to an inducement offer to convert as the terms of the conversion were not modified. As a

result, the carrying value of the 2.5% Convertible Bonds, plus the forfeited yield-to-maturity interest, net of related income tax effects was recorded to common shares and additional paid-in-capital with no gain or loss recognized.

### **2.5% Non-convertible Bonds**

On May 15, 2020, DUG exercised its call option right and simultaneously redeemed the 2.5% Non-convertible bonds as consideration to exercise the warrants into 306,539 shares of common stock. In connection with this transaction, we paid DUG the 2.5% accrued but unpaid coupon interest of \$0.3 million and the unpaid yield-to-maturity interest of \$1.9 million was forfeited and the remaining unaccreted bond discount eliminated. As a result, the carrying value of the 2.5% Non-convertible Bonds with warrants, plus the forfeited yield-to-maturity interest, net of related income tax effects was recorded to common shares and additional paid-in-capital with no gain or loss recognized.

### **Note 5: Fair value measurement**

The carrying values of our accounts receivable, prepaid expenses and other current assets, accounts payable, accrued liabilities, and short-term senior notes approximate their recorded values due to the short-term nature of these instruments.

Our cash equivalents (Level 1 estimate) consist of money market funds and Korean market government bonds totaling \$82.1 million and \$61.1 million, as of March 31, 2021 and December 31, 2020, respectively. We rely on credit market data to track interest rates for other entities with similar risk profiles.

As of March 31, 2021 and December 31, 2020, we believe the fair value of our senior notes (Level 3 estimate) approximates carrying value due to the nature of the instruments and the lack of meaningful change to our credit profile.

### **Note 6: Income taxes**

We are subject to federal and state income taxes in Korea and the United States. We account for our provision for income taxes in accordance with ASC 740, Income Taxes, which requires an estimate of the annual effective tax rate for the full year to be applied to the interim period, taking into account year-to-date amounts and projected results for the full year.

Our effective tax rate varies from the statutory Korean income tax rate due to the effect of foreign rate differential, withholding taxes, state and local income taxes, FDII deduction, research and development credits, and a valuation allowance on Korean deferred tax assets. Our effective tax rate could fluctuate significantly from quarter to quarter based on variations in the estimated and actual level of pre-tax income or loss by jurisdiction, changes in enacted tax laws and regulations, and changes in estimates regarding non-deductible expenses and tax credits. As of March 31, 2021 and December 31, 2020, we have provided a valuation allowance against our net deferred tax assets that we believe, based on the weight of available evidence, are not more likely than not to be realized.

The effective tax rate for the three months ended March 31, 2020 was 22.0%. The effective tax rate of 25.63% for the three months ended March 31, 2021 is higher than the Korean statutory rate of 20%, primarily due to foreign rate differential, withholding taxes, a valuation allowance on the Korean attributes, offset by the benefit of a FDII deduction and research tax credits.

## Note 7: Net income per share

Basic net income per share is computed by dividing net income by the weighted-average number of common shares outstanding for the period, without consideration for potentially dilutive securities. Diluted net income per share is computed by dividing net income by the weighted-average number of common shares and dilutive common share equivalents outstanding for the period determined using the treasury-stock and if-converted methods. Dilutive common share equivalents are comprised of warrants and shares issuable under our convertible debt arrangement described above.

The following table presents the calculation of basic and diluted net income per share (in thousands except share and per share amounts):

	Three months ended March 31,	
	2021	2020
Numerator:		
Net income applicable to common shareholders—basic	\$ 19,416	\$ 12,860
Dilutive effect of assumed conversion of convertible debt	—	1,814
Net income applicable to common shareholders—diluted	\$ 19,416	\$ 14,674
Denominator:		
Weighted average shares outstanding—basic	2,214,522	1,192,725
Dilutive effect of assumed conversion of convertible debt	—	715,258
Dilutive effect of assumed conversion of warrants	—	128,868
Weighted average shares outstanding—diluted	2,214,522	2,036,851
Basic net income per share	\$ 8.77	\$ 10.78
Diluted net income per share	\$ 8.77	\$ 7.20

## Note 8: Leases

We are lessee for corporate office space in Seattle, Washington and Seoul, Korea. The lessor for our Seoul, Korea leases is our parent, DoubleU Games (see Note 11). Our leases have remaining terms of three to five years. We do not have any finance leases. Our total variable and short-term lease payments are immaterial for all periods presented.

The Seattle, Washington lease originated in July 2012 and consists of 49,375 square feet. The lease will expire in October 2024.

In February 2019, we executed new subleases with our parent, DUG, for 21,218 square feet of office space in Gangnam-gu, Seoul, Korea. The lease term will expire in September 2023.

Supplemental balance sheet and cash flow information related to operating leases is as follows (in thousands):

	As of March 31, 2021	As of December 31, 2020
Operating lease right-of-use asset	\$ 9,974	\$ 10,864
Accrued rent	819	877
Total operating lease right-of-use asset, net	\$ 9,155	\$ 9,987
Short-term operating lease liabilities	\$ 3,014	\$ 3,033
Long-term operating lease liabilities	\$ 6,960	\$ 7,831
Total operating lease liabilities	\$ 9,974	\$ 10,864

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Supplemental cash flow information related to leases was as follows (in thousands):

	Three months ended March 31, 2021	Year ended December 31, 2020
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 871	\$ 3,192

### Note 9: Accumulated other comprehensive income

Changes in accumulated other comprehensive income ("AOCI") by component for the three months ended March 31, 2021 were as follows (in thousands):

	Currency translation adjustments	Defined benefit pension plan	Total
<b>Three months ended March 31, 2020</b>			
Balance as of January 1, 2020	\$ 10,131	\$ (698)	\$ 9,433
Foreign currency translation gain/(loss)	9,565		9,565
Actuarial gain/(loss), net of tax expense of \$8		(26)	(26)
Balance as of March 31, 2020	\$ 19,696	\$ (724)	\$18,972

	Currency translation adjustments	Defined benefit pension plan	Total
<b>Three months ended March 31, 2021</b>			
Balance as of January 1, 2021	\$ 23,807	\$ (992)	\$22,815
Foreign currency translation gain/(loss)	1,329		1,329
Actuarial gain/(loss), net of tax expense of \$14		(55)	(55)
Balance as of March 31, 2021	\$ 25,136	\$ (1,047)	\$24,089

We do not tax effect foreign currency translation gain/(loss) because we have determined such gain (loss) is permanently reinvested.

### Note 10: Commitments and contingencies

#### Legal contingencies

On April 12, 2018, a class-action lawsuit was filed against DDI-US demanding a return of unfair benefit under the pretext that the Company's social casino games are not legal in the State of Washington, United States. Similar class-action lawsuits were concurrently filed with certain of our competitors, certain of which, announced settlements which the court has recently approved.

In August 2018, we filed a Motion to Compel Arbitration, which was denied and immediately appealed in December 2018. We were granted a Motion to Stay pending appeal in February 2019. In October 2019, a court date was issued and subsequently abated as the Ninth Circuit Appeals court hears the oral arguments and a resolution of appeal is determined in a similar case with one of our competitors. On January 29, 2020, the Ninth Circuit affirmed the District Court's denial of arbitration, thereby denying our appeal to compel arbitration. The case is now in District Court. On June 17, 2020, we filed a motion in the United States District Court for the Western District of Washington, which, if granted, would certify certain questions of state law to the Washington State Supreme Court for interpretation in accordance with applicable state law. On August 11, 2020, the District Court denied DDI-US's motion to certify certain questions to the Washington State Supreme Court. We subsequently filed a motion for reconsideration of this ruling. On August 13, 2020, DDI-US filed a motion to

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strike the plaintiffs' nationwide class allegations, which was noted for consideration on October 2, 2020. On September 10, 2020, DDI-US filed a motion to dismiss under Fed. R. Civ P. 12 (B)(1) and a motion to abstain asking the District Court to stay this lawsuit pending the resolution of a Declaratory Judgment action filed by DDI-US (and IGT) in the Washington State Superior Court seeking a ruling on certain relevant issues under Washington state law, which was noted for consideration on October 2, 2020. No date for a hearing on these motions has been set. Additional discovery has continued, including, but not limited to, our issuance of discovery to plaintiffs. On January 15, 2021, our motion for reconsideration was denied. On February 25, 2021, plaintiffs filed a motion for class certification and for preliminary injunction. On March 19, 2021, our motion to strike the nationwide class allegations was denied. Discovery in the federal court case has commenced and is continuing. On April 25, 2021, plaintiffs filed their Second Amended Complaint, changing their allegations to include an additional corporate entity of co-defendant, IGT. DoubleDown served Plaintiffs with its expert disclosures and filed its Opposition to Plaintiffs' Motion for Class Certification and Preliminary Injunction on May 11, 2021. Discovery and discovery-related motions practice continues. As previously reported, IGT tendered its defense of the lawsuit to the Company and sought indemnity for any damages from the lawsuit, based on various agreements associated with IGT's sale of the Company. The Company had previously tendered its defense to IGT and sought indemnity from it. The parties have entered into a standstill or tolling agreement, which expires on or before September 1, 2021.

The case is subject to significant uncertainties and, therefore, determining the likelihood of a loss and/or the measurement of any loss or range of loss cannot be reasonably estimated. We evaluated (1) the facts and circumstances known to us, including information regarding settlements and other relevant events and developments, (2) the advice and analyses of counsel and (3) the assumptions and judgement of management, all of which involve a series of complex judgments about future events. As a result, no amount has been recorded in connection with this lawsuit.

On January 8, 2021, a suit alleging patent infringement of certain patents for gaming applications used by DDI was filed. By agreement, the parties will stipulate to an extension to respond. DoubleDown filed a motion to dismiss plaintiffs' complaint on April 29, 2021, arguing that the asserted patents are not patent-eligible because they are drawn to an abstract idea. Plaintiff opposed the motion, and DoubleDown will file a reply on June 4, 2021. DoubleDown also filed a motion to stay discovery pending resolution of the motion to dismiss. The parties agreed to an interim stay of discovery pending resolution of the motion to stay. On May 28, 2021, Plaintiff made a settlement demand. DoubleDown has not responded.

On May 14, 2021, Hanover Insurance Co. filed a declaratory judgment action alleging that its insurance policy does not cover the claims made by NEXRF Corp. in NEXRF Corp. v. DoubleDown Interactive, LLC, DoubleU Games Co., Ltd., and DoubleDown Interactive, Ltd. (W.D. Wash. 2:20-cv-01875). DoubleDown has not yet been served with or responded to the Complaint.

The future outcome of these matters could be material to our operating results and cash flows in a future period. Legal costs associated with our legal proceedings are expensed as incurred.

### ***Publishing and license agreements***

#### *DoubleU Games*

We entered into the DoubleU Games License Agreement on March 7, 2018, and it was subsequently amended on July 1, 2019 and November 27, 2019. Pursuant to the DoubleU Games License Agreement, DoubleU Games grants us an exclusive license to develop and distribute certain DoubleU Games social casino game titles and sequels thereto in the social online game field of use. We are obligated to pay a royalty license fee to DoubleU Games in connection with these rights, with certain customary terms and conditions. The agreement remains in effect until either DUG no longer holds an interest, directly or indirectly, in DDI, or DDI no longer holds an

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interest, directly or indirectly, in DDI-US. In such event, the agreement provides that the parties will mutually renegotiate the terms of the agreement. As of March 31, 2021, we licensed approximately 38 game titles under the terms of this agreement.

### **International Gaming Technologies (“IGT”)**

In 2017, we entered into a Game Development, Distribution, and Services agreement with IGT, and it was subsequently amended on January 1, 2019. Under the terms of the agreement, IGT will deliver game assets so that we can port (a process of converting the assets into functioning slot games by platform) the technology for inclusion in our gaming apps. The agreement includes game assets that are used to create new games. Under the agreement, we pay IGT a royalty rate of 7.5% of revenue for their proprietary assets and 15% of revenue for third-party game asset types. We also pay a monthly fee for porting. The initial term of the agreement is ten (10) years with up to two additional five-year periods. Costs incurred in connection with this agreement for the three months ended March 31, 2020 and 2021 totaled \$3.0 million and \$3.0 million, respectively and are recognized as a component of cost of revenue.

### **Note 11: Related party transactions**

Our related party transactions comprise of expenses for use of intellectual property, borrowings, and facilities, as previously described. We may also incur other expenses with related parties in the ordinary course of business, which are included in the consolidated financial statements.

The following is a summary of expenses charged by our parent, DUG (in thousands):

	Three months ended March 31,		Financial statement line item
	2021	2020	
Royalty expense	\$1,134	\$475	Cost of revenue
Interest expense	509	961	Interest expense
Rent expense	357	371	General and administrative expense
Other expense	35	4	General and administrative expense

Amounts due to our parent, DUG, are as follows (in thousands):

	At March 31,	At December 31,	Financial statement line item
	2021	2020	
4.6% Senior Note due related party	\$ 44,111	\$ 45,956	Long-term borrowings with related party
Royalties and other	3,590	3,631	Accounts payable and accrued expenses
Short-term lease liability	1,347	1,399	Short-term operating lease liabilities
Accrued interest on related party note	5,221	4,918	Other non-current liabilities
Long-term lease liability	2,004	2,454	Long-term operating lease liabilities

### **Note 12: Defined benefit pension plan**

We operate a defined benefit pension plan under the employment regulations in Korea. The plan services the employees located in Seoul and is a final waged-based pension plan, which provides a specified amount of pension benefit based on length of service. The total benefit obligation of \$2.9 million and \$2.8 million was included in other non-current liabilities as of March 31, 2021 and December 31, 2020, respectively, and the change in actuarial gains or losses, which is not significant, was included in other comprehensive income. The plan is unfunded.

**6,316,000 American Depositary Shares  
Representing 315,800 common shares**



**DoubleDown Interactive Co., Ltd.**

***Common shares  
in the form of American Depositary Shares***

**Prospectus**

**B. Riley Securities**

, 2021

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. We are offering to sell, and seeking offers to buy, common shares only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our common shares.

No action is being taken in any jurisdiction outside the United States to permit a public offering of the common shares or possession or distribution of this prospectus in that jurisdiction. Persons who come into possession of this prospectus in jurisdictions outside the United States are required to inform themselves about and to observe any restrictions as to this offering and the distribution of this prospectus applicable to that jurisdiction.

Until , 2021 (the 25<sup>th</sup> day after the date of this prospectus), all dealers that buy, sell or trade shares of our ADSs, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter and with respect to an unsold allotment or subscription.



## PART II

# INFORMATION NOT REQUIRED IN PROSPECTUS

### Item 6. Indemnification of directors and officers

Under Article 400 of the Commercial Act of Korea, (i) a director may be absolved from liability under Article 399 by consent of all shareholders, and (ii) a company may, in accordance with its articles of incorporation, absolve a director of liability under Article 399 in an amount exceeding six times (in the case of non-executive directors, three times) the director's remuneration (including bonuses and any profit arising from the exercise of stock options) for the 12 months prior to the date of the act or misconduct by the director; provided that no director may be absolved if the loss or damage incurred is the result of, among other things, intentional misconduct or gross negligence. The articles of incorporation of the Registrant have such provision referred to in item (ii) above. With respect to all claims, judgments, liabilities, damages, expenses, and costs for which a director, statutory auditor, or other officer has been held liable or which he/she has incurred in connection with or arising out of the performance of his/her duties in his/her official capacity as a director, statutory auditor, or other officer but which are insurable at commercially reasonable cost. In conjunction with the offering, the Registrant will obtain and maintain a directors' and officers' liability insurance policy with commercially reasonable coverage.

### Item 7. Recent sales of unregistered securities

On May 15, 2020, DoubleU Games purchased certain KRW90 billion (US\$79.9 million) 2.5% 7-year Non-convertible Bonds with warrants previously issued to STIC. DoubleU Games exercised the warrants by surrendering the 2.5% Non-convertible Bonds with warrants for 306,539 newly-issued common shares at the exercise price of KRW293,600 (US\$261). On May 25, 2020, STIC converted 50.3% of the 2.5% 7-year convertible bonds into 360,000 newly-issued common shares at the conversion price of KRW293,600 (US\$261), and on June 4, 2020, the balance of such convertible bonds were converted into 355,258 newly-issued common shares. All of the securities were sold in private transactions outside the United States in reliance upon the safe harbor provided by Regulation S under the Securities Act. All of the securities were sold in private transactions outside the United States in reliance upon the safe harbor provided by Regulation S under the Securities Act.

### Item 8. Exhibits and financial statement schedules

(a) The following exhibits are filed as part of this Registration Statement and are numbered in accordance with Item 601 of Regulation S-K:

Exhibit Number	Description
1.1	<a href="#">Form of Underwriting Agreement.</a>
3.1	<a href="#">Amended and Restated Articles of Incorporation of the Registrant (English translation).</a>
4.1	<a href="#">Form of Deposit Agreement among the Registrant, the depositary and holders of the American Depositary Receipts.</a>
4.2	<a href="#">Specimen American Depositary Receipt of the Registrant (included as Exhibit A in Exhibit 4.1).</a>
5.1	<a href="#">Opinion of Kim &amp; Chang.</a>

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<b>Exhibit Number</b>	<b>Description</b>
10.1 <sup>+</sup>	<a href="#"><u>Game Development, Distribution and Services Agreement, dated as of June 1, 2017, by and between DoubleUDiamond, LLC and International Game Technology.</u></a>
10.2 <sup>+</sup>	<a href="#"><u>First Amendment to Game Development, Distribution and Services Agreement, dated as of October 4, 2018, by and between DoubleUDiamond, LLC and International Game Technology.</u></a>
10.3 <sup>+</sup>	<a href="#"><u>Game License Agreement (DoubleU Games Co., Ltd.), dated as of March 7, 2018, by and between DoubleU Games Co., Ltd., as licensor, and the Registrant, as licensee (English translation).</u></a>
10.4 <sup>+</sup>	<a href="#"><u>Game License Agreement (DoubleUDiamond, LLC), dated as of November 30, 2018, by and between DoubleUDiamond, LLC, as licensor, and DoubleU Games Co., Ltd., as licensee.</u></a>
10.5 <sup>+</sup>	<a href="#"><u>First Amendment to Game License Agreement (DoubleU Games Co., Ltd.), dated as of July 1, 2019, by and between DoubleU Games Co., Ltd. as licensor, and the Registrant, as licensee (English translation).</u></a>
10.6	<a href="#"><u>Second Amendment to Game License Agreement (DoubleU Games Co., Ltd.), dated as of November 27, 2019, by and between DoubleU Games Co., Ltd., as licensor, and the Registrant, as licensee (English translation).</u></a>
10.7	<a href="#"><u>Loan Agreement, dated as of May 25, 2018, by and between DoubleU Games Co., Ltd., as creditor and the Registrant, as debtor (English translation).</u></a>
10.8	<a href="#"><u>Loan Agreement, dated as of August 27, 2018, by and between DoubleU Games Co., Ltd., as creditor and the Registrant, as debtor (English translation).</u></a>
10.9	<a href="#"><u>Loan Agreement, dated as of November 26, 2018, by and between DoubleU Games Co., Ltd., as creditor and the Registrant, as debtor (English translation).</u></a>
10.10 <sup>+</sup>	<a href="#"><u>Second Amendment to Game Development, Distribution and Services Agreement, dated as of May 30, 2020, by and between DoubleUDiamond, LLC and International Game Technology.</u></a>
21.1	<a href="#"><u>List of subsidiaries of the Registrant.</u></a>
23.1	<a href="#"><u>Consent of Ernst &amp; Young LLP, independent registered public accounting firm.</u></a>
23.2	<a href="#"><u>Consent of Kim &amp; Chang (included in Exhibit 5.1).</u></a>
24.1	<a href="#"><u>Power of Attorney (included on the signature page to this Registration Statement).</u></a>
99.1 <sup>+</sup>	<a href="#"><u>Joint Investment Agreement, dated as of April 11, 2017, by and between DoubleU Games Co., Ltd. and STIC Special Situation Private Equity Fund (English translation).</u></a>
99.2	<a href="#"><u>Supplemental Agreement to the Joint Investment Agreement, dated as of July 16, 2021, by and between DoubleU Games Co., Ltd. and STIC Special Situation Private Equity Fund (English translation).</u></a>
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

<sup>+</sup> Portions of this exhibit indicated by asterisks have been omitted because the Registrant has determined they are not material and would likely cause competitive harm if publicly disclosed.

(b) Financial Statement Schedules:

See our Consolidated Financial Statements starting on page F-1. All other schedules for which provision is made in the applicable accounting regulations of the SEC are not required, are inapplicable or the information is included in the consolidated financial statements, and have therefore been omitted.

**Item 9. Undertakings.**

The undersigned registrant hereby undertakes:

To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

- (i) To include any prospectus required by section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) (§230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

To provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

That, for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

To file a post-effective amendment to the registration statement to include any financial statements required by "Item 8.A. of Form 20-F (17 CFR 249.220f)" at the start of any delayed offering or throughout a continuous offering. Financial statements and information otherwise required by Section 10(a)(3) of the Securities Act need not be furnished, provided that the registrant includes in the prospectus, by means of a post-effective amendment, financial statements required pursuant to this paragraph and other information necessary to ensure that all other information in the prospectus is at least as current as the date of those financial statements.

That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of

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securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

- (i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§230.424 of this chapter);
- (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
- (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
- (iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

That, insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

That, for purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

That, for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

## Signatures

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form F-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Seoul, Republic of Korea, on July 20, 2021.

DOUBLEDOWN INTERACTIVE CO., LTD.

By: /s/ In Keuk Kim  
In Keuk Kim  
Chief Executive Officer

## Power of attorney

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints In Keuk Kim and Joseph A. Sigrist, and each of them, as his or her true and lawful attorneys-in-fact and agents, with full power of substitution for him or her in any and all capacities, to sign (i) any and all amendments (including post-effective amendments) to this Registration Statement and (ii) any registration statement or post-effective amendment thereto to be filed with the U.S. Securities and Exchange Commission pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ In Keuk Kim</u> In Keuk Kim	Chief Executive Officer; Director (Principal Executive Officer)	July 20, 2021
<u>/s/ Joseph A. Sigrist</u> Joseph A. Sigrist	Chief Financial Officer; Director (Principal Financial and Accounting Officer; Authorized U.S. Representative)	July 20, 2021
<u>/s/ Haenam Kim</u> Haenam Kim	Chief Marketing Officer; Director	July 20, 2021
<u>/s/ Ki Chul Kim</u> Ki Chul Kim	Chief Data Officer; Director	July 20, 2021

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<b>Signature</b>	<b>Title</b>	<b>Date</b>
<u>/s/ Il Sung Kang</u> Il Sung Kang	Non-Executive Director	July 20, 2021
<u>/s/ Suk Ho Yun</u> Suk Ho Yun	Non-Executive Director	July 20, 2021
<u>/s/ Yanghoon Cho</u> Yanghoon Cho	Independent Director	July 20, 2021
<u>/s/ Jaesung Chung</u> Jaesung Chung	Independent Director	July 20, 2021

*DoubleDown Interactive Co., Ltd.*

[•] Common Shares in the form of American Depositary Shares

Underwriting Agreement

July [•], 2021

B. Riley Securities, Inc.  
1300 North 17th Street, Suite 1300  
Arlington, VA 22209

Ladies and Gentlemen:

DoubleDown Interactive Co., Ltd., a corporation organized under the laws of the Republic of Korea (“Korea”) (the “Company”), whose controlling stockholder is DoubleU Games Co., Ltd. (the “Parent”), proposes to issue and sell to the several underwriters listed in Schedule 1 hereto (the “Underwriters”), an aggregate of [•] common shares, with par value of ₩10,000 per share, of the Company (the “Common Shares”) in the form of [•] American Depositary Shares (the “ADSs”), each ADS representing 0.05 Common Shares (the “Subscription Securities”) and STIC Special Situation Diamond Limited (the “Selling Stockholder”) proposes to issue and sell to the Underwriters an aggregate of [•] Common Shares in the form of [•] ADSs (the “Sale Securities” and, together with the “Subscription Securities”, the “Underwritten Securities”). In addition, STIC Special Situation Diamond Limited (the “Selling Stockholder”) proposes to sell, at the option of the Underwriters, up to an additional [•] ADSs (the “Option Securities”). The Underwritten Securities and the Option Securities are herein referred to as the “Securities”.

The ADSs will be evidenced by American Depositary Receipts (“ADRs”) issued pursuant to a Deposit Agreement, dated as of July [•], 2021 (the “Deposit Agreement”), among the Company, Citibank, N.A. as Depositary (the “Depositary”), and all holders from time to time of ADRs issued thereunder. The Common Shares of the Company represented by the ADSs are hereinafter referred to as the “Underlying Shares.”

The Company and the Selling Stockholder hereby confirm their agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Securities Act”), a registration statement on Form F-1 (File No. 333-[•]), including a prospectus, relating to the Underlying Shares. Such registration statement, as amended at the time it became effective, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness (“Rule 430 Information”), is referred to herein as the “Registration Statement”; and as used herein, the term “Preliminary Prospectus” means each prospectus included in such registration statement (and any amendments thereto) before effectiveness, any prospectus filed with the Commission pursuant to Rule 424(a) under the Securities Act and the prospectus included in the Registration Statement at the time of its effectiveness that omits Rule 430 Information, and the term “Prospectus” means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities. If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the “Rule 462 Registration Statement”), then any reference herein to the term “Registration Statement” shall be deemed to include such Rule 462 Registration Statement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

The Company and the Depositary have also jointly filed with the Commission a registration statement on Form F-6 (File No. 333-239022), including a prospectus, which may be in the form of an ADR certificate (the “Registration Statement on Form F-6”), for the registration under the Securities Act of the ADSs evidenced by ADRs, have filed such amendments thereto and such amended prospectuses as may have been required to the date hereof, and will file such additional amendments thereto and such amended prospectuses as may hereafter be required. The Registration Statement on Form F-6, as amended at the time it becomes effective (including by the filing of any post-effective amendments thereto), and the prospectus included therein, as then amended, is hereinafter called the “ADR Registration Statement” and the “ADR Prospectus,” respectively.

At or prior to the Applicable Time (as defined below), the Company had prepared the following information (collectively with the pricing information set forth on Annex A, the “Pricing Disclosure Package”): a Preliminary Prospectus dated July [•], 2021, and each “free-writing prospectus” (as defined pursuant to Rule 405 under the Securities Act) listed on Annex A hereto.

“Applicable Time” means [•] [a/p].m., New York City time, July [•], 2021.

2. Korean Securities Registration Statement and Prospectus. The Company has prepared and filed with the Financial Services Commission of Korea (the “FSC”) a securities registration statement and prospectus in the Korean language, in accordance with the Financial Investment Services and Capital Markets Act of Korea (the “FSCMA”). Such securities registration statement, as amended at the time it became effective, shall be referred to herein as the “K-SRS” and such prospectus, as amended at the time it became effective, shall be referred to herein as the “K-Prospectus.”



3. Purchase of the Securities. The Company agrees to issue and sell the Subscription Securities, and the Selling Stockholder agrees to sell the Sale Securities, to the several Underwriters as provided in this underwriting agreement (this “Agreement”), and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase at a price per ADS of \$[•] (the “ADS Purchase Price”) from the Company and the Selling Stockholder the respective number of Subscription Securities and Sale Securities set forth opposite such Underwriter’s name in Schedule 1 hereto.

In addition, the Selling Stockholder agrees, as and to the extent indicated in Schedule 2 hereto, to sell, the Option Securities to the several Underwriters as provided in this Agreement, and the Underwriters, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, shall have the option to purchase, severally and not jointly, from the Selling Stockholder the Option Securities at the ADS Purchase Price less an amount per share equal to any dividends or distributions declared by the Company and payable on the Underwritten Securities but not payable on the Option Securities. If any Option Securities are to be purchased, the number of Option Securities to be purchased by each Underwriter shall be the number of Option Securities which bears the same ratio to the aggregate number of Option Securities being purchased as the number of Underwritten Securities to be purchased by such Underwriter from the Company pursuant to this Section 3 (or such number increased as set forth in Section 13 hereof) bears to the aggregate number of the Underwritten Securities being purchased from the Company by the several Underwriters, subject, however, to such adjustments to eliminate any fractional Securities as the Underwriters in their sole discretion shall make. Any such election to purchase Option Securities shall be made in proportion to the aggregate number of Underwritten Securities to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule 1 hereto.

The Underwriters may exercise the option to purchase Option Securities at any time in whole, or from time to time in part, on or before the thirtieth day following the date of the Prospectus, by written notice from the Underwriters to the Company and the Attorneys-in-Fact (as defined below). Such notice shall set forth the aggregate number of Option Securities as to which the option is being exercised and the date and time when the Option Securities are to be delivered and paid for, which may be the same date and time as the Closing Date (as hereinafter defined) but shall not be earlier than the Closing Date nor later than the tenth full business day (as hereinafter defined) after the date of such notice (unless such time and date are postponed in accordance with the provisions of Section 13 hereof). Any such notice shall be given at least two business days prior to the date and time of delivery specified therein.

(a) The Company and the Selling Stockholder understand that the Underwriters intend to make a public offering of the Securities, and initially to offer the Securities on the terms set forth in the Pricing Disclosure Package. The Company and the Selling Stockholder acknowledge and agree that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter.

(b) For the ADSs to be delivered hereunder, the Company shall issue and deposit the requisite number of Common Shares to be sold by the Company hereunder and the Attorneys-in-Fact shall deposit the requisite number of the Common Shares to be sold by the Selling Stockholder hereunder, in each case, with the Korea Securities Depository, as custodian for the Depository (the “Custodian”), for the account of the Depository, and the Company shall register

such Common Shares on the shareholders' registry of the Company in the name of the Custodian. The ADSs to be purchased by each Underwriter hereunder, in definitive form, and in such amounts and registered in such names as the Underwriters may request upon notice to the Company and the Attorneys-in-Fact at least one full business day prior to the Closing Date and the Additional Closing Date, as the case may be (the "Notification Time"), shall be delivered at the Closing Date or the Additional Closing Date, as the case may be, by or on behalf of the Company and the Attorneys-in-Fact to the Underwriters through the facilities of The Depository Trust Company ("DTC"), for the account of such Underwriter, immediately following payment by the Underwriters of the aggregate ADS Purchase Price therefor by wire transfer through the Federal Wire System in New York in United States dollars, in immediately available funds, to the Company's account and the Selling Stockholder's respective accounts (which shall be designated to the Underwriters by the Company and the Attorneys-in-Fact (with regard to payment to the Selling Stockholder) at the Notification Time) in New York as specified in Section (d) or (e) below. The Company and the Attorneys-in-Fact will cause the certificate or certificates in global form representing the ADSs to be made available for checking at least twenty-four (24) hours prior to the Closing Date or the Additional Closing Date, as the case may be, in New York, New York with respect thereto at the office of DTC or its designated custodian.

(c) With respect to the Underwritten Securities, the time and date of (i) the payment shall be immediately prior to 11:00 a.m., New York City time, on July [•], 2021 (00:00 a.m., Seoul time, on July [•], 2021) and (ii) the delivery shall be immediately after 11:00 a.m., New York City time, on July [•], 2021 (00:00 a.m., Seoul time, on July [•], 2021) or, in each case of (i) and (ii), at the same time on such other dates as the Underwriters, the Company and the Attorneys-in-Fact may agree upon in writing. Such time and date for delivery of the Underwritten Securities are herein referred to as the "Closing Date."

(d) With respect to the Option Securities, the time of (i) the payment shall be immediately prior to 11:00 a.m., New York City time on the date specified by the Underwriters in the written notice given by the Underwriters of the election to purchase such Option Securities (00:00 a.m., Seoul time immediately following date), and (ii) the delivery shall be immediately after 11:00 a.m., New York City time on the same date (00:00 a.m., Seoul time immediately following date), or in each case of (i) and (ii), at such other times, dates and place as the Underwriters, the Company and the Attorneys-in-Fact may agree upon in writing. Such time and date for delivery of the Option Securities, are herein referred to as the "Additional Closing Date."

(e) The documents to be delivered (including electronically) by or on behalf of the parties hereto pursuant to this Agreement will be delivered on the Closing Date or the Additional Closing Date, as the case may be, or such other time and date as the Underwriters, the Company and the Attorneys-in-Fact may agree upon in writing, in each case at the offices of O'Melveny & Myers LLP, Times Square Tower, 7 Times Square, New York, NY 10036, United States (the "Closing Location"). A meeting will be held at the Closing Location at [•] [a/p].m., New York time, on the business day immediately preceding the Closing Date or the Additional Closing Date, as the case may be, at which meeting the final drafts of the documents to be delivered pursuant to this Section 3 and the cross-receipts of the ADSs will be available for review by the parties hereto.

(f) Each of the Company and the Selling Stockholder acknowledges and agrees that the Underwriters are acting solely in the capacity of an arm's length contractual counterparty to the Company and the Selling Stockholder with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company and the Selling Stockholder or any other person. Additionally, no Underwriter is advising the Company and the Selling Stockholder or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Selling Stockholder shall consult with their own advisors concerning such matters and each shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and none of the Underwriters shall have any responsibility or liability to the Company or the Selling Stockholder with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company or the Selling Stockholder.

4. Representations and Warranties of the Company. The Company represents and warrants to each Underwriter and the Selling Stockholder that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus included in the Pricing Disclosure Package, at the time of filing thereof, complied in all material respects with the Securities Act, and no Preliminary Prospectus, at the time of filing thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with (i) the Selling Stockholder Information (as defined below) or (ii) the U.S. Underwriter Information (as defined below).

(b) *Pricing Disclosure Package.* The Pricing Disclosure Package as of the Applicable Time did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and no statement of material fact included in the Pricing Disclosure Package that is required to be included in the Prospectus, when and as filed, will be omitted therefrom; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with (i) the Selling Stockholder Information or (ii) the U.S. Underwriter Information.

(c) *Issuer Free Writing Prospectus.* Other than the Registration Statement, the ADR Registration Statement, the Preliminary Prospectus, the Prospectus and the ADR Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any

“written communication” (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities or the Underlying Shares (each such communication by the Company or its agents and representatives (other than a communication referred to in clause (i) below) an “Issuer Free Writing Prospectus”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex A hereto, (iii) each electronic road show and (iv) any other written communications approved in writing in advance by the Underwriters. Each such Issuer Free Writing Prospectus complies in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus or Preliminary Prospectus in reliance upon and in conformity with (i) the Selling Stockholder Information or (ii) the U.S. Underwriter Information.

(d) *Emerging Growth Company.* From the time of initial confidential submission of the Registration Statement to the Commission (or, if earlier, the first date on which the Company engaged directly or through any person authorized to act on its behalf in any Testing-the-Waters Communication undertaken in reliance on Section 5(d) of the Securities Act) through the date hereof, the Company has been and is an “emerging growth company,” as defined in Section 2(a) of the Securities Act (an “Emerging Growth Company”). “Testing-the-Waters Communication” means any oral or written communication with potential investors undertaken in reliance on either Section 5(d) of, or Rule 163B under, the Securities Act.

(e) *Testing-the-Waters Materials.* The Company (i) has not engaged in any Testing-the-Waters Communications other than Testing-the-Waters Communications with the consent of the Underwriters (x) with entities that are qualified institutional buyers (“QIBs”) within the meaning of Rule 144A under the Securities Act or institutions that are accredited investors within the meaning of Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Securities Act (“IAIs”) and otherwise in compliance with the requirements of Section 5(d) of the Securities Act or (y) with entities that the Company reasonably believed to be QIBs or IAIs and otherwise in compliance with the requirements of Rule 163B under the Securities Act and (ii) has not authorized anyone other than the Underwriters to engage in Testing-the-Waters Communications. The Company reconfirms that the Underwriters have been authorized to act on its behalf in undertaking Testing-the-Waters Communications by virtue of a writing substantially in the form of Exhibit A hereto. The Company has not distributed or approved for distribution any Written Testing-the-Waters Communications other than those listed on

Annex B hereto. "Written Testing-the-Waters Communication" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Securities Act. Any individual Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement or the Pricing Disclosure Package, complied in all material respects with the Securities Act, and when taken together with the Pricing Disclosure Package as of the Applicable Time, did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in each such Written Testing-the-Waters Communications in reliance upon and in conformity with (i) the Selling Stockholder Information or (ii) the U.S. Underwriter Information.

(f) *Registration Statement, ADR Registration Statement, Prospectus and ADR Prospectus.* The Registration Statement and the ADR Registration Statement have each been declared effective by the Commission. No order suspending the effectiveness of the Registration Statement or the ADR Registration Statement has been issued by the Commission, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering of the Securities has been initiated or, to the Company's knowledge, threatened by the Commission; as of the applicable effective date of the Registration Statement and the ADR Registration Statement and any post-effective amendment thereto, the Registration Statement and the ADR Registration Statement and any such post-effective amendment complied and will comply in all material respects with the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and the ADR Prospectus and any amendment or supplement thereto and as of the Closing Date and as of the Additional Closing Date, as the case may be, the Prospectus and the ADR Prospectus will comply in all material respects with the Securities Act and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to (i) the Selling Stockholder Information or (ii) the U.S. Underwriter Information.

(g) *Korean Securities Registration Statement and K-Prospectus.* The K-SRS and the K-Prospectus, as of the Applicable Time did not, and as of the Closing Date, the Additional Closing Date and the applicable effective date of any post-effective amendment of the K-SRS or the K-Prospectus, as the case may be, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; provided that the Company makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to (i) the Selling Stockholder Information and (ii) the Korean Underwriter Information (as defined below). Neither the K-SRS nor the K-Prospectus conflicts with the information contained in the Registration Statement or the Pricing Disclosure Package and complies in all material respects with applicable laws.

(h) *Financial Statements.* The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included in the Registration Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles (“GAAP”) in the United States applied on a consistent basis throughout the periods covered thereby, and any supporting schedules included in the Registration Statement present fairly the information required to be stated therein; and the other financial information included in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly the information shown thereby; all disclosures included in the Registration Statement, the Pricing Disclosure Package and the Prospectus regarding “non-GAAP financial measures” (as such term is defined by the rules and regulations of the Commission) comply with Regulation G of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”) and Item 10 of Regulation S-K of the Securities Act, to the extent applicable.

(i) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) there has not been any change in the capital stock, short-term debt or long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, properties, management, financial position, stockholders’ equity or results of operations of the Company and its subsidiaries taken as a whole; (ii) neither the Company nor any of its subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries taken as a whole and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(j) *Organization and Good Standing.* The Company and each of its subsidiaries have been duly organized and are validly existing and, where applicable, in good standing under the laws of their respective jurisdictions of organization, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, properties, management, financial position, stockholders' equity, results of operations or prospects of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under the Transaction Documents (as defined below) (a "Material Adverse Effect"). The Company does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21 to the Registration Statement.

(k) *Capitalization.* The Company has an authorized capitalization as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading "Capitalization"; all the outstanding shares of capital stock of the Company (including the Underlying Shares represented by ADSs to be sold by the Selling Stockholder) have been duly and validly authorized and issued and are fully paid and non-assessable and are not subject to any violation of pre-emptive or similar rights; except as described in or expressly contemplated by the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or any of its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and all the outstanding shares of capital stock or other equity interests of each subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party. Under the laws of Korea and other applicable laws and the articles of incorporation of the Company, there is no restriction for the Underlying Shares to be freely deposited with the Depositary against issuance of ADRs evidencing ADSs (except as described in the Registration Statement).

(l) *Due Authorization.* The Company has full right, power and authority to execute and deliver this Agreement and the Deposit Agreement (collectively, the "Transaction Documents") and to perform its obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of each of the Transaction Documents and the consummation by it of the transactions contemplated hereby and thereby has been duly and validly taken.

(m) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(n) *Deposit Agreement.* The Deposit Agreement has been duly authorized, executed and delivered by, and, assuming due authorization, execution and delivery thereof by the Depository, constitutes a valid and legally binding agreement of, the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general application relating to or affecting creditors' rights and by general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law). Assuming due and authorized issuance by the Depository of the ADRs evidencing the Securities against deposit of the Common Shares in respect thereof in accordance with the Deposit Agreement and payment by the Underwriters for the Securities evidenced thereby in accordance with this Agreement, such Securities evidenced by such ADRs will be duly and validly issued, and the persons in whose names the ADRs are registered will be entitled to the rights specified therein and in the Deposit Agreement; and the Deposit Agreement conforms, and the ADRs will conform, in all material respects, to the descriptions thereof in the Registration Statement, the ADR Registration Statement, the Pricing Disclosure Package, the Prospectus and the ADR Prospectus.

(o) *The Underlying Shares.* The Underlying Shares to be issued and sold by the Company hereunder have been duly authorized by the Company and, when issued and delivered and paid for as provided herein, will be duly and validly issued, will be fully paid and nonassessable and will conform, in all material respects, to the descriptions thereof in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and the issuance of the Underlying Shares is not subject to any preemptive or similar rights.

(p) *The ADRs and the ADSs.* Upon the due and valid execution and delivery by the Depository of ADRs evidencing ADSs against the deposit of the Common Shares in respect thereof in accordance with the provisions of the Deposit Agreement, such ADRs evidencing ADSs will be duly and validly executed and delivered under the Deposit Agreement and persons in whose names such ADRs evidencing ADSs are registered will be entitled to the rights of registered holders of ADRs evidencing ADSs specified therein and in the Deposit Agreement.

(q) *Accuracy of Exhibits.* There are no contracts or documents which are required to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described and filed as required.

(r) *No Violation or Default.* Neither the Company nor any of its subsidiaries is (i) in violation of its articles of incorporation, charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage,



deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property or asset of the Company or any of its subsidiaries is subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or any of its subsidiaries, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(s) *No Conflicts*. The execution, delivery and performance by the Company of each of the Transaction Documents, the issuance and sale of the ADSs and the Underlying Shares by the Company and the consummation by the Company of the transactions contemplated by the Transaction Documents or the Pricing Disclosure Package and the Prospectus will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any property, right or asset of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the articles of incorporation, the charter or by-laws or similar organizational documents of the Company or any of its subsidiaries or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, have a Material Adverse Effect.

(t) *Required Consents*. No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Company of each of the Transaction Documents and the consummation of the transactions contemplated by the Transaction Documents, except for (A) (i) the K-SRS filed by the Company with the FSC dated March 30, 2021, as amended on May 26, 2021, July 8, 2021 and [•] in respect of the Common Shares that are converted from the ADSs in the secondary market after the completion of the offering described in this Agreement, (ii) the K-Prospectus filed by the Company with the FSC dated April 9, 2021, as amended on May 26, 2021 and [•], (iii) the report filed by the Company with the Ministry of Economy and Finance of Korea (the “MOEF”) in respect of the issuance of the ADRs and the ADSs, which was accepted by the MOEF on June 7, 2021, and is in full force and effect, (iv) the notification to the MOEF which is required to be made immediately upon receipt of the proceeds from the sale of the Securities as described in the Registration Statement, (v) the completion report to be submitted to the FSC with respect to the K-SRS immediately upon the completion of the issuance and sale of the ADSs, (vi) the registration of the issuance of the Common Shares with the registry offices of the competent Korean courts having jurisdiction over the Company, and (vii) the registration of the Common Shares and the ADSs under the Securities Act and the Exchange Act and such consents, approvals, authorizations, orders and registrations or qualifications as may be required by the Financial Industry Regulatory Authority (“FINRA”) and under applicable state securities laws in connection with the purchase and distribution of the Securities by the Underwriters.

(u) *Legal Proceedings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings (“Actions”) pending to which the Company or any of its subsidiaries is a party or to which any property of the Company or any of its subsidiaries is the subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, would reasonably be expected to have a Material Adverse Effect; to the knowledge of the Company, no such Actions are threatened or contemplated by any governmental or regulatory authority or threatened by others; and there are no current or pending Actions that are required under the Securities Act to be described in the Registration Statement, the Pricing Disclosure Package or the Prospectus that are not so described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(v) *Independent Accountants.* Ernst & Young LLP, who have certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(w) *Title to Real and Personal Property.* The Company and its subsidiaries have good and marketable title in fee simple (in the case of real property) to, or have valid rights to lease or otherwise use, all items of real and personal property that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries or (ii) would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(x) *Intellectual Property.* (i) The Company and its subsidiaries own or have the right to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations domain names and other source indicators, copyrights and copyrightable works, know-how, trade secrets, proprietary or confidential information and all other worldwide intellectual property, industrial property and proprietary rights (collectively, “Intellectual Property”) used in the conduct of their respective businesses as currently conducted, except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or where to the failure to have such rights would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (ii) the Company and its subsidiaries have not received any written notice of any claim of infringement, misappropriation or other violation of rights relating to Intellectual Property, or that may render any Intellectual Property invalid, unenforceable or inadequate to protect the interest of the Company and any of its subsidiaries therein; and (iii) to the knowledge of the Company, the Intellectual Property of the Company and any of its subsidiaries is not being infringed, misappropriated or otherwise violated by any person, except where the failure to have such rights would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(y) *No Undisclosed Relationships.* No relationship, direct or indirect, exists between or among the Company or any of its subsidiaries, on the one hand, and the directors, officers, stockholders, customers, suppliers or other affiliates of the Company or any of its subsidiaries, on the other, that is required by the Securities Act to be described in each of the Registration Statement and the Prospectus and that is not so described in such documents and in the Pricing Disclosure Package.

(z) *Investment Company Act.* The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof received by the Company as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be required to register as an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Investment Company Act”).

(aa) *Taxes.* Except as would not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (A) the Company and its subsidiaries have paid all Korean, U.S. federal, state, or other taxes and filed all tax returns required to be paid or filed through the date hereof; and (B) except as otherwise disclosed in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, there is no material tax deficiency that has been, or could reasonably be expected to be, asserted against the Company or any of its subsidiaries or any of their respective properties or assets.

(bb) *Licenses and Permits.* The Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Korean, U.S. federal, state or other governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of the businesses of the Company and its subsidiaries as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries has received written notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except where such revocation, modification or non-renewal would not reasonably be expected to have a Material Adverse Effect.

(cc) *No Labor Disputes*. No labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened, and the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, except as would not reasonably be expected to have a Material Adverse Effect.

(dd) *Certain Environmental Matters*. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus or would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (A) none of the Company or any of its subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company and its subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements and (C) there are no pending or, to the Company's knowledge, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations or proceedings relating to any Environmental Law against the Company or any of its subsidiaries.

(ee) *Compliance with ERISA/Non-U.S. Plans*. (i) (A) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to ERISA, that the Company or any member of its "Controlled Group" (defined as any entity, whether or not incorporated, that is under common control or treated as a single employer with the Company under ERISA or Section 414 of the Internal Revenue Code of 1986, as amended (the "Code")) sponsors, maintains or contributes to, or otherwise has liability (contingent or otherwise) in respect of (each, a "Plan"), has been established, maintained and operated in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (B) no non-exempt prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan; (C) no Plan is subject to Section 412 of the Code, Section 302 of ERISA or Title IV of ERISA; (D) none of the Company or any member of its Controlled Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA in respect of any Plan; (E) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan; and (F) none of the following

events has occurred or is reasonably likely to occur: (x) a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or any member of its Controlled Group affiliates in the current fiscal year of the Company as compared to the amount of such contributions made in the most recently completed fiscal year of the Company and its subsidiaries or (y) a material increase in the “accumulated postretirement benefit obligations” (within the meaning of Statement of Financial Accounting Standards 106) of the Company or any member of its Controlled Group affiliates as compared to the amount of such obligations in the most recently completed fiscal year of the Company and its subsidiaries, except in each case with respect to the events or conditions set forth in (A) through (F) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and (ii) with respect to each employee benefit or compensation plan, program, policy, arrangement or agreement maintained or contributed to (or required to be contributed to) by, or entered into by, the Company or any subsidiary with respect to any of its employees (or former employees) or other service providers, employed or providing services outside the United States (each, a “Foreign Plan”), except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect (i) each Foreign Plan is in compliance with the applicable provisions of the laws and regulations regarding employee benefits, compensation, mandatory contributions and retirement plans of each jurisdiction applicable to such Foreign Plan; (ii) each Foreign Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities and (iii) the fair market value of the assets of each funded Foreign Plan, the liability of each insurer for any Foreign Plan funded through insurance or the book reserve established for any Foreign Plan, together with any accrued contributions, is sufficient to provide for the accrued benefit obligations, as of the Effective Date, with respect to all current and former participants in such plan according to the actuarial assumptions and valuations most recently used to determine employer contributions to such Foreign Plan and no transaction contemplated by this Agreement shall cause such assets or insurance obligations to be less than such benefit obligations, and any and all amounts required to be accrued with respect to any Foreign Plan or pursuant to any statutory requirements pertaining to employee benefits, mandatory contributions, retirement plans or similar benefits, have been properly and timely accrued, including accruals relating to any severance, termination pay or profit sharing benefits.

(ff) *Disclosure Controls*. The Company and its subsidiaries maintain an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that has been designed to comply with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act will be recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure.

(gg) *Accounting Controls.* The Company and its subsidiaries have established and maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) and 15d-15 of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company and its subsidiaries maintain internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since the end of the Company’s most recent audited fiscal year, there have been (1) no material weaknesses in the Company’s internal control over financial reporting and (2) no change in the Company’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

(hh) *Lending Relationship.* Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, none of the Company or any of their subsidiaries (i) has any material lending or other relationship with any bank or lending affiliate of any Underwriter and (ii) intends to use any of the proceeds from the sale of the Securities to repay any outstanding debt owed to any affiliate of any Underwriter.

(ii) *Insurance.* The Company and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as the Company reasonably believes are adequate to protect the Company and its subsidiaries and the businesses of the Company and its subsidiaries taken as a whole; and neither the Company nor any of its subsidiaries has (i) received written notice from any insurer or agent of such insurer that material capital improvements or other expenditures are required or necessary to be made in order to continue such insurance, or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business in all material respects.

(jj) *Cybersecurity; Data Protection.* The Company and its subsidiaries’ information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, “IT Systems”) are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and

security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data (“Personal Data”)) used in connection with their businesses, and there have been no material breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and its subsidiaries are presently in material compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data and to the protection of such IT Systems and Personal Data from unauthorized use, access, misappropriation or modification. The Company and its subsidiaries have taken commercially reasonable actions to comply with the European Union General Data Protection Regulation, and to prepare to comply with all other applicable laws and regulations with respect to Personal Data that have been announced as of the date hereof as becoming effective within 12 months after the date hereof, and for which any non-compliance with same would be reasonably likely to create a material liability, as soon as they take effect.

(kk) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries, nor any director or officer of the Company or any of its subsidiaries, nor, to the knowledge of the Company, any employee of the Company or any of its subsidiaries, any agent, affiliate or other person acting for or on behalf of the Company or any of its subsidiaries, in their capacity as such, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law, including Improper Solicitation and Graft Act of Korea and Criminal Act of Korea; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any unlawful rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its subsidiaries have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws. The Company will not, directly or indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity in any manner that will result in a violation by any person (including any person participating in the transaction (whether as underwriter, advisor, investor or otherwise)) of applicable anti-bribery and anti-corruption laws.

(ll) *Compliance with Anti-Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its subsidiaries conducts business, including the Act on Reporting and Using Specified Financial Transaction Information and regulations promulgated thereunder, the Act on Real Name Financial Transactions and Confidentiality and the Act on Prohibition Against the Financing of Terrorism and Proliferation of Weapons of Mass Destruction, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the “Anti-Money Laundering Laws”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(mm) *No Conflicts with Sanctions Laws.* Neither the Company nor any of its subsidiaries, nor any director or officer of the Company or any of its subsidiaries, nor, to the knowledge of the Company, any employee of the Company or any of its subsidiaries, nor any agent, affiliate or other person acting for or on behalf of the Company or any of its subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. government (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State and including, without limitation, the designation as a “specially designated national” or “blocked person”), the United Nations Security Council (“UNSC”), the European Union, Her Majesty’s Treasury (“HMT”) or other relevant sanctions authority (collectively, “Sanctions”), nor is the Company or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions, including, without limitation, Crimea, Cuba, Iran, North Korea and Syria (each, a “Sanctioned Country”); and the Company will not, directly or indirectly, use the proceeds of the offering of the Securities or the Underlying Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five (5) years, the Company and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(nn) *No Restrictions on Subsidiaries.* No subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary’s capital stock or similar ownership interest, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary’s properties or assets to the Company or any other subsidiary of the Company.



(oo) *No Broker's Fees.* Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or like payment in connection with the offering and sale of the Securities.

(pp) *No Registration Rights.* Except as described in the Registration Statement, the Pricing Disclosure Package or the Prospectus, no person has the right to require the Company or any of its subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission, the issuance and sale of the Common Shares in the form of ADSs by the Company or, to the knowledge of the Company, the sale of the Common Shares in the form of ADSs to be sold by the Selling Stockholder hereunder.

(qq) *No Stabilization.* Neither the Company nor any of its subsidiaries or affiliates has taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of any security of the Company or the ADSs or to result in a violation of Regulation M under the Exchange Act or any other applicable laws, rules and regulations.

(rr) *Margin Rules.* Neither the issuance, sale and delivery of the Securities or the Underlying Shares nor the application of the proceeds thereof by the Company as described in each of the Registration Statement, the ADR Registration Statement, the Pricing Disclosure Package, the Prospectus and the ADR Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(ss) *Forward-Looking Statements.* No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) included in any of the Registration Statement, the Pricing Disclosure Package or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(tt) *Statistical and Market Data.* Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects and, to the extent required, the Company has obtained the written consent to the use of such data from such source.

(uu) [Reserved].

(vv) *Sarbanes-Oxley Act*. The Company has taken all necessary actions to ensure that it will be in compliance in all material respects with all provisions of the Sarbanes-Oxley Act of 2002 and all rules and regulations promulgated thereunder or implementing the provisions thereof (the “Sarbanes-Oxley Act”) that are then in effect and with which the Company is required to comply as of the effectiveness of the Registration Statement, and is taking reasonable steps to enable it to be in material compliance with other provisions of the Sarbanes-Oxley Act not currently in effect, upon effectiveness of such provisions, or that will become applicable to the Company after the effectiveness of the Registration Statement.

(ww) *Status under the Securities Act*. At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities or the Underlying Shares and at the date hereof, the Company was not and is not an “ineligible issuer,” as defined in Rule 405 under the Securities Act. The Company has paid the registration fee for this offering pursuant to Rule 456 under the Securities Act or will pay such fee within the time period required by such rule (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(xx) *No Ratings*. There are (and prior to the Closing Date, will be) no debt securities, convertible securities or preferred stock issued or guaranteed by the Company or any of its subsidiaries that are rated by a “nationally recognized statistical rating organization”, as such term is defined in Section 3(a)(62) under the Exchange Act.

(yy) *No Additional Securities*. Except as disclosed in the Registration Statement, the Pricing Package and the Prospectus, the Company has not sold, issued or distributed any Common Shares during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Securities Act.

(zz) *Stamp Taxes*. Except for any net income, capital gains or franchise taxes imposed on the Underwriters by Korea or any political subdivision or taxing authority thereof or therein as a result of any present or former connection (other than any connection resulting from the transactions contemplated by the Transaction Documents) between the Underwriters and the jurisdiction imposing such tax, no stamp duties or other issuance or transfer taxes are payable by or on behalf of the Underwriters in Korea, the United States or any political subdivision or taxing authority thereof solely in connection with (A) the execution, delivery and performance of the Transaction Documents, (B) the issuance and delivery of the Securities or the Underlying Shares in the manner contemplated by this Agreement and the Prospectus or (C) the sale and delivery by the Underwriters of the Securities or the Underlying Shares as contemplated herein and in the Prospectus.

(aaa) *No Immunity*. Neither the Company nor any of its subsidiaries or their properties or assets has immunity under Korea, U.S. federal or New York state law from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any Korea, U.S. federal or New York state court, from service of process, attachment upon or prior to judgment, or attachment in aid of execution of judgment, or from execution of a judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of a judgment, in any such court with respect to their respective obligations, liabilities or any other matter under or arising out of or in connection herewith; and, to the extent that the Company or any of its subsidiaries or any of its properties, assets or revenues may have or may hereafter become entitled to any such right of immunity in any such court in which proceedings arising out of, or relating to the transactions contemplated by the Transaction Documents, may at any time be commenced, the Company has, pursuant to Section 19(e) of this Agreement, waived, and it will waive, or will cause its subsidiaries to waive, such right to the extent permitted by law.

(bbb) *Passive Foreign Investment Company*. Based upon the Company's current and projected income and assets, the valuation of the Company's assets, and the Company's current interpretation of the "passive foreign investment company" ("PFIC") provisions of the Code, the Company believes that it was not a PFIC as defined in Section 1297 of the Code for its most recently completed taxable year and the Company does not expect to be a PFIC for the foreseeable future; provided that there can be no assurance that the Company will not be a PFIC for its current taxable year or any future taxable year since any such determination of whether the Company will be a PFIC for any taxable year can only be made after the close of such taxable year.

(ccc) *Dividends*. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, no approvals are currently required in Korea in order for the Company to pay dividends or other distributions declared by the Company to the holders of Shares. Under current laws and regulations of Korea and any political subdivision thereof, any amount payable with respect to the Common Shares upon liquidation of the Company or upon redemption thereof and dividends and other distributions declared and payable on the share capital of the Company may be paid by the Company in United States dollars or euros and freely transferred out of Korea.

(ddd) *Foreign Issuer*. The Company is a "foreign private issuer" as defined in Rule 405 under the Securities Act (the "Foreign Private Issuer").

Officer's Certificates. Any certificate signed by any officer of the Company or any of its subsidiaries delivered to the Underwriters or to counsel for the Underwriters shall be deemed to be a representation and warranty by Company to each Underwriter as to the matters covered thereby.

5. Representations and Warranties of the Selling Stockholder. The Selling Stockholder represents and warrants to each Underwriter and the Company that:

(a) *Required Consents; Authority.* No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution and delivery by the Selling Stockholder of this Agreement, the lock-up agreement of the Selling Stockholder described in Section 9(n) hereof (the "Selling Stockholder Lock-Up Agreement") and the Power of Attorney (the "Power of Attorney") (collectively, the "Selling Stockholder Agreements") hereinafter referred to, and for the sale and delivery of the Common Shares in the form of ADSs to be sold by the Selling Stockholder hereunder, except for (i) the report filed by the MOEF in respect of the issuance of the ADRs and the ADSs, which was accepted by the MOEF on June 7, 2021, and is in full force and effect, (ii) the notification to the MOEF which is required to be made immediately upon receipt of the proceeds from the sale of the Securities as described in the Registration Statement, (iii) the consent from the Company regarding foreign depository institution's acquisition of existing equity securities issued by the Company, (iv) the registration of the Common Shares and the ADSs under the Securities Act and the Exchange Act, and (v) such consents, approvals, authorizations, orders and registrations or qualifications as may be required by FINRA and under applicable state securities laws in connection with the purchase and distribution of the Securities by the Underwriters; and the Selling Stockholder has full right, power and authority to enter into the Selling Stockholder Agreements and to sell, assign, transfer and deliver the Common Shares in the form of ADSs to be sold by the Selling Stockholder hereunder; the Selling Stockholder Agreements have each been duly authorized, executed and delivered by the Selling Stockholder.

(b) *No Conflicts.* The execution, delivery and performance by the Selling Stockholder of the Selling Stockholder Agreements, the sale of the Common Shares in the form of the ADSs to be sold by the Selling Stockholder and the consummation by the Selling Stockholder of the transactions contemplated herein or therein will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, result in the termination, modification or acceleration of, or result in the creation or imposition of any lien, charge or encumbrance upon any property, right or asset of the Selling Stockholder pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Selling Stockholder is a party or by which the Selling Stockholder is bound or to which any of the property, right or asset of the Selling Stockholder is subject, (ii) result in any violation of the provisions of the articles of incorporation, the charter or by-laws or similar organizational documents of the Selling Stockholder or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory agency.

(c) *Title to Underlying Shares.* The Selling Stockholder has good and valid title to the Underlying Shares to be sold at the Closing Date or the Additional Closing Date, as the case may be, by the Selling Stockholder hereunder, free and clear of all liens, encumbrances, equities or adverse claims; the Selling Stockholder will have, immediately prior to the Closing Date or the Additional Closing Date, as the case may be, good and valid title to the Underlying Shares in the form of ADSs to be sold at the Closing Date or the Additional Closing Date, as the case may be, by the Selling Stockholder, free and clear of all liens, encumbrances, equities or adverse claims; and, upon delivery of the certificates representing such Underlying Shares in the form of ADSs and payment therefor pursuant hereto, good and valid title to such Underlying Shares in the form of ADSs, free and clear of all liens, encumbrances, equities or adverse claims, will pass to the several Underwriters.

(d) *No Stabilization.* The Selling Stockholder has not taken and will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of any security of the Company or the ADSs or to result in a violation of Regulation M under the Exchange Act or any other applicable laws, rules and regulations.

(e) *Pricing Disclosure Package.* The Selling Stockholder Information contained in the Pricing Disclosure Package, at the Applicable Time did not, and as of the Closing Date and as of the Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Issuer Free Writing Prospectus and Written Testing-the-Waters Communication.* Other than the Registration Statement, the ADR Registration Statement, the Preliminary Prospectus, the Prospectus and the ADR Prospectus, the Selling Stockholder (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any Issuer Free Writing Prospectus or Written Testing-the-Waters Communication, other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex A or Annex B hereto, each electronic road show and any other written communications approved in writing in advance by the Company and the Underwriters.

(g) *Registration Statement and Prospectus.* As of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Selling Stockholder Information in the Registration Statement and any such post-effective amendment did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date and as of the Additional Closing Date, as the case may be, the Selling Stockholder Information in the Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) *Material Information.* As of the date hereof and as of the Closing Date and as of the Additional Closing Date, as the case may be, the sale of the Securities by the Selling Stockholder is not and will not be prompted by any material information concerning the Company which is not set forth in the Registration Statement, the Pricing Disclosure Package or the Prospectus.

(i) *No Unlawful Payments.* Neither the Selling Stockholder nor any of its subsidiaries, nor any director or officer of the Selling Stockholder or any of its subsidiaries, nor, to the knowledge of the Selling Stockholder, any employee of the Selling Stockholder or any of its subsidiaries, nor any agent, affiliate or other person acting for or on behalf of the Selling Stockholder or any of its subsidiaries, in their capacity as such, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law, including Improper Solicitation and Graft Act of Korea and Criminal Act of Korea; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Selling Stockholder and its subsidiaries have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws, and the Selling Stockholder will not directly or indirectly use the proceeds of the offering of the Securities or the Underlying Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity in any manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of applicable anti-bribery and anti-corruption laws. The Selling Stockholder will not, directly or indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity in any manner that would result in a violation by any person (including any person participating in the transaction (whether as underwriter, advisor, investor or otherwise)) of applicable anti-bribery and anti-corruption laws.

(j) *Compliance with Anti-Money Laundering Laws.* The operations of the Selling Stockholder and its subsidiaries are and have been conducted at all times in compliance with the Anti-Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Selling Stockholder or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Selling Stockholder, threatened.

(k) *No Conflicts with Sanctions Laws.* Neither the Selling Stockholder nor any of its subsidiaries, nor any director or officer of the Selling Stockholder or any of its subsidiaries, nor, to the knowledge of the Selling Stockholder, any employee of the Selling Stockholder or any of its subsidiaries, nor any agent, affiliate or other person acting for or on behalf of the Selling Stockholder or any of its subsidiaries is currently the subject or the target of any Sanctions, nor is the Selling Stockholder or any of its subsidiaries located, organized or resident in a Sanctioned Country; and the Selling Stockholder will not, directly or indirectly, use the proceeds of the offering of the Securities or the Underlying Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. For the past five (5) years, the Selling Stockholder and its subsidiaries have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

(l) *Organization.* The Selling Stockholder has been duly organized and is validly existing under the laws of the Republic of Korea.

(m) *ERISA.* The Selling Stockholder is not (i) an employee benefit plan subject to Title I of ERISA, (ii) a plan or account subject to Section 4975 of the Code or (iii) an entity deemed to hold “plan assets” of any such plan or account under Section 3(42) of ERISA, 29 C.F.R. 2510.3-101, or otherwise.

(n) *Private and Commercial Acts.* The Selling Stockholder is subject to civil and commercial law with respect to its obligations under the Selling Stockholder Agreements and the execution, delivery and performance of the Selling Stockholder Agreements by it constitutes private and commercial acts rather than public or governmental acts. It does not have immunity (sovereign or otherwise) from set-off, the jurisdiction of any court or any legal process in any court (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise).

(o) *Stamp Taxes.* Except for any net income, capital gains or franchise taxes imposed on the Underwriters by Korea or any political subdivision or taxing authority thereof or therein as a result of any present or former connection (other than any connection resulting from the transactions contemplated by the Selling Stockholder Agreements) between the Underwriters and the jurisdiction imposing such tax, no stamp duties or other issuance or transfer taxes are payable by or on behalf of the Underwriters in Korea, the United States or any political subdivision or taxing authority thereof solely in connection with (A) the execution, delivery and performance of the Selling Stockholder Agreements, (B) the sale by the Selling Stockholder of the Common Shares in the form of ADSs and the delivery of such ADSs by the Selling Stockholder in the manner contemplated by this Agreement and the Prospectus or (C) the sale and delivery by the Underwriters of the ADSs as contemplated herein and in the Prospectus.

(p) *Certificates for Shares.* The Selling Stockholder represents and warrants that the Selling Stockholder has duly executed and delivered Powers of Attorney, in the form heretofore furnished to the Underwriters, appointing the person or persons indicated in Schedule 2 hereto, as the Selling Stockholder's Attorneys-in-fact (the "Attorneys-in-Fact" or any one of them the "Attorney-in Fact") with authority to execute and deliver this Agreement on behalf of the Selling Stockholder, to determine the purchase price to be paid by the Underwriters to the Selling Stockholder as provided herein, to authorize the delivery of the Underlying Shares to be sold by the Selling Stockholder hereunder and otherwise to act on behalf of the Selling Stockholder in connection with the transactions contemplated by this Agreement.

(q) *The Joint Investment Agreement.* The Joint Investment Agreement, dated April 11, 2017, as amended and supplemented on May 15, 2020 and July 16, 2021, was duly authorized, executed, and delivered by the Selling Stockholder, and constitutes a valid and legally binding agreement enforceable against the Selling Stockholder in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally or by equitable principles relating to enforceability.

The Selling Stockholder agrees that the appointment by the Selling Stockholder of the Attorneys-in-Fact by the Power of Attorney, are to that extent irrevocable. The Selling Stockholder specifically agrees that the obligations of the Selling Stockholder hereunder shall not be terminated by operation of law, whether in the case of a partnership, corporation or similar organization, by the dissolution of such partnership, corporation or organization, or by the occurrence of any other event. If any such partnership, corporation or similar organization should be dissolved, or if any other such event should occur, before the delivery of the Underlying Shares hereunder, certificates representing such Underlying Shares shall be delivered by or on behalf of the Selling Stockholder in accordance with the terms and conditions of this Agreement, and actions taken by the Attorneys-in-Fact pursuant to the Powers of Attorney shall be as valid as if such death, incapacity, termination, dissolution or other event had not occurred, regardless of whether or not the Custodian, the Attorneys-in-Fact, or any of them, shall have received notice of such death, incapacity, termination, dissolution or other event.

Officer's Certificates. Any certificate signed by any officer of the Selling Stockholder delivered to the Underwriters or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Selling Stockholder to each Underwriter as to the matters covered thereby.

6. Further Agreements of the Company. The Company covenants and agrees with each Underwriter that:

(a) *Required Filings.* The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 a.m., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Underwriters may reasonably request.



(b) *Delivery of Copies.* The Company will deliver, without charge, (i) to the Underwriters and counsel for the Underwriters, two signed copies of the Registration Statement and the ADR Registration Statement, respectively, as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith; and (ii) to each Underwriter (A) a conformed copy of the Registration Statement and the ADR Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus and the ADR Prospectus (including all amendments and supplements thereto and each Issuer Free Writing Prospectus) as the Underwriters may reasonably request. As used herein, the term “Prospectus Delivery Period” means such period of time after the first date of the Public Offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(c) *Amendments or Supplements, Issuer Free Writing Prospectuses.* Before using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement, the ADR Registration Statement, the Pricing Disclosure Package, the Prospectus or the ADR Prospectus, the Company will furnish to the Underwriters and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Underwriters reasonably object in a timely manner.

(d) *Notice to the Underwriters.* The Company will advise the Underwriters promptly, and confirm such advice in writing, (i) when the Registration Statement and the ADR Registration Statement have each become effective; (ii) when any amendment to the Registration Statement or the ADR Registration Statement has been filed or becomes effective; (iii) when any supplement to the Pricing Disclosure Package, the Prospectus, the ADR Prospectus or any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication or any amendment to the Prospectus or the ADR Prospectus has been filed or distributed; (iv) of any request by the Commission for any amendment to the Registration Statement or the ADR Registration Statement or any amendment or supplement to the Prospectus or the ADR Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or the ADR Registration Statement or any other request by the Commission for any additional information including, but not limited to, any request for information concerning any Testing-the-Waters Communication; (v) of the issuance by the Commission or any other governmental or regulatory authority of any order suspending the effectiveness of the Registration Statement or the ADR Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package, the Prospectus, the ADR Prospectus or any Written Testing-the-Waters Communication or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (vi) of the occurrence of any event or development within the Prospectus Delivery Period as a result of which the Prospectus, the ADR Prospectus, any

of the Pricing Disclosure Package, or any Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the ADR Prospectus, the Pricing Disclosure Package, or any such Issuer Free Writing Prospectus or any Written Testing-the-Waters Communication is delivered to a purchaser, not misleading; and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the ADSs or the Common Shares for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement or the ADR Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package, the Prospectus or the ADR Prospectus or any Written Testing-the-Waters Communication or suspending any such qualification of the ADSs or the Common Shares and, if any such order is issued, will use its best efforts to obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event or development shall occur or condition shall exist as a result of which the Prospectus or the ADR Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus or the ADR Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus or the ADR Prospectus to comply with the Securities Act, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters and to such dealers as the Underwriters may designate such amendments or supplements to the Prospectus or the ADR Prospectus as may be necessary so that the statements in the Prospectus or the ADR Prospectus, as applicable, as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus or the ADR Prospectus, as applicable, will comply with the Securities Act and (2) if at any time prior to the Closing Date (i) any event or development shall occur or condition shall exist as a result of which the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with the Securities Act, the Company will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Underwriters may designate, such amendments or supplements to the Pricing Disclosure Package as may be necessary so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with the Securities Act.

(f) *Blue Sky Compliance.* If required by applicable law, the Company will qualify the Underlying Shares and the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Underwriters shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Securities and the Underlying Shares; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Earning Statement.* The Company will make generally available to its security holders, including the Depository and the holders of ADSs, and the Underwriters as soon as reasonably practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the “effective date” (as defined in Rule 158) of the Registration Statement; provided, that the Company will be deemed to comply with such requirement by including such earning statements in reports filed under the Exchange Act on the Commission’s Electronic, Data Gathering, Analysis and Retrieval System (“EDGAR”).

(h) *Clear Market.* For a period of 180 days after the date of the Prospectus, the Company will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, or submit to, or file with, the Commission a registration statement under the Securities Act relating to, any Common Shares, including in the form of ADSs, or any securities convertible into or exercisable or exchangeable for Common Shares, including in the form of ADSs, or publicly disclose the intention to undertake any of the foregoing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Shares, including in the form of ADSs, or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Shares, including in the form of ADSs, or such other securities, in cash or otherwise, without the prior written consent of the Underwriters, other than the Securities to be sold hereunder.

The restrictions described above do not apply to the issuance of the Common Shares or securities convertible into or exercisable for the Common Shares pursuant to (i) the conversion or exchange of the convertible bonds and bonds with warrants, in each case outstanding on the date of this Agreement and described in the Prospectus and (ii) any stock grants, or stock option or incentive plan adopted by the Company after the Closing Date for the benefit of its board of directors, management or employees; provided that the recipient executes and delivers to the Underwriters a “lock-up” agreement, substantially in the form of Exhibit B hereto.

(i) *Use of Proceeds*. The Company will apply the net proceeds it receives from the sale of the Securities as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading “Use of proceeds”.

(j) *No Stabilization*. Neither the Company nor any of its subsidiaries or affiliates has taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of any security of the Company or the ADSs or to result in a violation of Regulation M under the Exchange Act or any other applicable laws, rules and regulations.

(k) *Exchange Listing*. The Company will use its reasonable best efforts to list, subject to notice of issuance, the Securities on the Nasdaq Stock Market.

(l) *Reports*. For a period of one year following the date hereof, so long as the ADSs are outstanding, the Company will furnish to the Underwriters, promptly after they are available, copies of all reports or other communications (financial or other) furnished to holders of the ADSs, and copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange or automatic quotation system; provided that the Company will be deemed to have furnished such reports and financial statements to the Underwriters to the extent they are filed on EDGAR.

(m) *Record Retention*. The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(n) *Filings*. The Company will file with the Commission such reports as may be required by Rule 463 under the Securities Act.

(o) *Emerging Growth Company; Foreign Private Issuer*. The Company will promptly notify the Underwriters if the Company ceases to be an Emerging Growth Company or a Foreign Private Issuer at any time prior to the later of (i) completion of the distribution of Shares within the meaning of the Securities Act and (ii) completion of the 180-day restricted period referred to in Section 6(h) hereof.

(p) *Tax Indemnity*. The Company will indemnify and hold harmless the Underwriters against any transfer, documentary, stamp, registration or similar issuance tax, including any interest and penalties, on the creation, issue and sale of the Securities by the Company to the Underwriters and on the execution and delivery of the Transaction Documents. All payments to be made by the Company pursuant to this Agreement shall be made without withholding or deduction for or on account of any present or future taxes, duties or governmental charges whatsoever unless the Company is compelled by law to deduct or withhold such taxes, duties or charges. In that event, except for any net income, capital gains or franchise taxes imposed on the Underwriters as a result of any present or former connection (other than any connection resulting from the transactions contemplated by this Agreement) between the Underwriters and the jurisdiction imposing such withholding or deductions, the Company shall pay such additional amounts as may be necessary in order to ensure that the net amounts received after such withholding or deductions shall equal the amounts that would have been received if no withholding or deduction had been made.

(q) *Investment Company Act*. The Company will not become, at any time prior to the expiration of one year after the Closing Date, an open-end investment company, unit investment trust, closed-end investment company or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act.

7. Further Agreements of the Selling Stockholder. The Selling Stockholder covenants and agrees with each Underwriter that:

(a) *No Stabilization*. The Selling Stockholder will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of any security of the Company or the ADSs or to result in a violation of Regulation M under the Exchange Act or any other applicable laws, rules and regulations.

(b) *Tax Form*. It will deliver to the Underwriters prior to or at the Closing Date a properly completed and executed United States Treasury Department Form W-9 or W-8 (or other applicable form or statement specified by the Treasury Department regulations in lieu thereof) in order to facilitate the Underwriters' documentation of their compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated.

(c) *Tax Indemnity*. It will indemnify and hold harmless the Underwriters against any transfer, documentary, stamp, registration or similar issuance tax, including any interest and penalties, on the creation, issue and sale of the Securities by the Selling Stockholder to the Underwriters and on the execution and delivery of this Agreement. All payments to be made by the Selling Stockholder pursuant to this Agreement shall be made without withholding or deduction for or on account of any present or future taxes, duties or governmental charges whatsoever unless the Selling Stockholder is compelled by law to deduct or withhold such taxes, duties or charges. In that event, except for any net income, capital gains or franchise taxes imposed on the Underwriters as a result of any present or former connection (other than any connection resulting from the transactions contemplated by this Agreement) between the Underwriters and the jurisdiction imposing such withholding or deductions, the Selling Stockholder shall pay such additional amounts as may be necessary in order to ensure that the net amounts received after such withholding or deductions shall equal the amounts that would have been received if no withholding or deduction had been made.

(d) *Use of Proceeds*. It will not directly or indirectly use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to a subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject of target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

8. Certain Agreements of the Underwriters. Each Underwriter severally and not jointly hereby represents and agrees that:

(a) It has not used, authorized the use of, referred to or participated in the planning for use of, and will not use, authorize the use of, refer to or participate in the planning for use of, any “free writing prospectus”, as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company), other than (i) a free writing prospectus that contains no “issuer information” (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Annex A hereto or prepared pursuant to Section 4(c) or Section 5(f) above (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing.

(b) It has not and will not, without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the offering of the Securities unless such terms have previously been included in a free writing prospectus filed with the Commission; provided that Underwriters may use a term sheet substantially in the form of Annex C hereto without the consent of the Company; provided further that any Underwriter using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

9. Conditions of Underwriters’ Obligations. The obligation of each Underwriter to purchase the Underwritten Securities on the Closing Date or the Option Securities on the Additional Closing Date, as the case may be, as provided herein is subject to the performance by the Company and the Selling Stockholder of their respective covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement or the ADR Registration Statement shall be in effect, and no proceeding for such purpose pursuant to Section 8A under the Securities Act shall be pending before or, to the Company’s knowledge, threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 6(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Underwriters.

(b) *Korean Securities Registration Statement and K-Prospectus.* No order suspending the effectiveness of the K-SRS or the K-Prospectus shall be in effect, and no proceeding for such purpose pursuant to the laws of Korea shall be pending before or, to the Company's knowledge, threatened by the FSC and all requests by the FSC for additional information shall have been complied with to the reasonable satisfaction of the Underwriters.

(c) *Representations and Warranties.* The respective representations and warranties of the Company and the Selling Stockholder contained herein shall be true and correct on the date hereof and on and as of the Closing Date or the Additional Closing Date, as the case may be; and the statements of the Company and the Selling Stockholder and their respective officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date or the Additional Closing Date, as the case may be.

(d) *No Material Adverse Change.* No event or condition of a type described in Section 4(i) hereof shall have occurred or shall exist, which event or condition is not described in the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the judgment of the Underwriters makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the Closing Date or the Additional Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(e) *Officer's Certificate.* The Underwriters shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, (x) a certificate of the chief financial officer or chief accounting officer of the Company and one additional senior executive officer of the Company who is reasonably satisfactory to the Underwriters (i) confirming that such officers have reviewed the Registration Statement, the ADR Registration Statement, the Pricing Disclosure Package, the Prospectus and the ADR Prospectus and, to the knowledge of such officers, the representations of the Company set forth in Sections 4(b) and 4(d) hereof are true and correct, (ii) confirming that the other representations and warranties of the Company in this Agreement are true and correct with the same force and effect as though made as of the Closing Date or the Additional Closing Date, as the case may be, and that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date or the Additional Closing Date, as the case may be, and (iii) to the effect set forth in paragraphs (a) and (b) above; and (y) a certificate of the Selling Stockholder, in form and substance reasonably satisfactory to the Underwriters, (A) confirming that the representations of the Selling Stockholder set forth in Sections 5(e), 5(f) and 5(g) hereof are true and correct and (B) confirming that the other representations and warranties of the Selling Stockholder in this Agreement are true and correct with the same force and effect as though made as of the Closing Date or the Additional Closing Date, as the case may be, and that the Selling Stockholder has complied with all agreements and satisfied all conditions on their part to be performed or satisfied hereunder at or prior to such Closing Date or the Additional Closing Date, as the case may be.

(f) *Comfort Letters.* (i) On the date of this Agreement and on the Closing Date or the Additional Closing Date, as the case may be, Ernst & Young LLP shall have furnished to the Underwriters, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters and the Company's board of directors, in form and substance reasonably satisfactory to the Underwriters, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letter delivered on the Closing Date or the Additional Closing Date, as the case may be, shall use a "cut-off" date no more than three business days prior to such Closing Date or such Additional Closing Date, as the case may be.

(ii) On the date of this Agreement and on the Closing Date or the Additional Closing Date, as the case may be, the Company shall have furnished to the Underwriters a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, of its chief financial officer with respect to certain financial and key performance indicators data contained in the Pricing Disclosure Package and the Prospectus, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Underwriters.

(g) *Opinion and 10b-5 Statement of Counsel for the Company.* Each of Greenberg Traurig, LLP, U.S. counsel for the Company, and Kim & Chang, Korean counsel for the Company, shall have furnished to the Underwriters, at the request of the Company, their written opinion and 10b-5 statement, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Underwriters, to the effect set forth in Annexes D-1 and D-2 hereto.

(h) *Opinion of Counsel for the Selling Stockholder.* Each of Greenberg Traurig, LLP, U.S. counsel for the Selling Stockholder, and Kim & Chang, Korean counsel for the Selling Stockholder, shall have furnished to the Underwriters, at the request of the Selling Stockholder, their written opinion, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Underwriters, to the effect set forth in Annexes E-1 and E-2 hereto.

(i) *Opinion of Counsel for the Depositary.* Patterson Belknap Webb & Tyler LLP, counsel for the Depositary, shall have furnished to the Underwriters, their written opinion, dated the Closing Date or the Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Underwriters, to the effect set forth in Annex F hereto.



(j) *Opinion and 10b-5 Statement of Counsel for the Underwriters.* The Underwriters shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, (i) an opinion and 10b-5 statement, addressed to the Underwriters, of O'Melveny & Myers LLP, U.S. counsel for the Underwriters and (ii) an opinion and 10b-5 statement, addressed to the Underwriters, of Bae, Kim & Lee LLC, Korean counsel for the Underwriters, with respect to such matters as the Underwriters may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(k) *No Legal Impediment to Issuance and/or Sale.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Securities by the Company or the sale of the Securities by the Selling Stockholder; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date or the Additional Closing Date, as the case may be, prevent the issuance or sale of the Securities by the Company or the sale of the Securities by the Selling Stockholder.

(l) *Good Standing.* The Underwriters shall have received on and as of the Closing Date or the Additional Closing Date, as the case may be, satisfactory evidence of the good standing (or the jurisdictional equivalent) of the Company and its subsidiaries in their respective jurisdictions of organization and their good standing (or the jurisdictional equivalent) in such other jurisdictions as the Underwriters may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(m) *Exchange Listing.* The Securities to be delivered on the Closing Date or the Additional Closing Date, as the case may be, shall have been approved for listing on the Nasdaq Stock Market, subject to official notice of issuance.

(n) *Lock-up Agreements.* The "lock-up" agreements, each substantially in the form of Exhibit B hereto, between the Underwriters and the Parent and between the Underwriters and the Selling Stockholder, relating to sales and certain other dispositions of Common Shares or certain other securities, delivered to the Underwriters on or before the date hereof, shall be in full force and effect on the Closing Date or the Additional Closing Date, as the case may be.

(o) *No Objection.* FINRA shall have confirmed that it does not have any objection with respect to the fairness and reasonableness of the underwriting terms and arrangements relating to the offering of the Underwritten Securities.

(p) *Deposit Agreement.* The Company and the Depositary shall have executed and delivered the Deposit Agreement and the Deposit Agreement shall be in full force and effect. The Depositary shall have delivered to the Company certificates reasonably satisfactory to the Underwriters evidencing the deposit with the Depositary or its nominee of the Underlying Shares being so deposited against issuance of ADRs evidencing the ADSs to be delivered by the Company at the Closing Date or the Additional Closing Date, as the case may be, and the execution, countersignature (if applicable), issuance and delivery of ADRs evidencing such ADSs pursuant to the Deposit Agreement.

(q) *Additional Documents.* On or prior to the Closing Date or the Additional Closing Date, as the case may be, the Company and the Selling Stockholder shall have furnished to the Underwriters such further certificates and documents as the Underwriters may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

#### 10. Indemnification and Contribution.

(a) *Indemnification of the Underwriters by the Company.* The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the K-SRS or the K-Prospectus or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (iii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any “issuer information” filed or required to be filed pursuant to Rule 433(d) under the Securities Act, any Written Testing-the-Waters Communication, any road show as defined in Rule 433(h) under the Securities Act (a “road show”) or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any Underwriter Information.

(b) *Indemnification of the Underwriters by the Selling Stockholder.* The Selling Stockholder agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above but only with respect to such losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission of a material fact made in reliance upon and in conformity with any

information relating to the Selling Stockholder furnished to the Company in writing by the Selling Stockholder expressly for use in the K-SRS, the K-Prospectus, the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication or the Pricing Disclosure Package, it being understood and agreed that the only such information furnished by the Selling Stockholder consists of (i) the legal name, address and the number of Shares beneficially owned by the Selling Stockholder, before and after the offering, and (ii) the other information with respect to the Selling Stockholder appearing in the section “Principal and selling stockholders” in each case, in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, or any Issuer Free Writing Prospectus (collectively, the “Selling Stockholder Information”).

(c) *Indemnification of the Company and the Selling Stockholder.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the indemnity set forth in paragraph (a) above and the Selling Stockholder to the same extent as the indemnity set forth in paragraph (b) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission of a material fact made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Underwriters expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Written Testing-the-Waters Communication, any road show or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), it being understood and agreed upon that the only such information furnished by any Underwriter consists of (A) the following information in the Prospectus furnished on behalf of each Underwriter: (i) the names of the Underwriters set forth on the cover and under the caption “Underwriting,” (ii) the concession and discount figures in the third paragraph under the caption “Underwriting”, and (iii) the information contained in the second, third and fourth paragraphs under the caption “Underwriting—Price stabilization, short positions and penalty bids” (collectively, the “U.S. Underwriter Information”) and (B) the following information in the K-SRS and the K-Prospectus furnished on behalf of each Underwriter: the names of the Underwriters set forth on the cover and under the caption “Underwriting (“모집 또는 매출에 관한 사항 – 모집 또는 매출에 관한 일방 사항 – 공모개요”))” (the “Korean Underwriter Information” and, together with the U.S. Underwriter Information, the “Underwriter Information”).

(d) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to the preceding paragraphs of this Section 10, such person (the “Indemnified Person”) shall promptly notify the person against whom such indemnification may be sought (the “Indemnifying Person”) in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 10 except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by

such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under the preceding paragraphs of this Section 10. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to one local counsel in each applicable jurisdiction) for all Indemnified Persons, and that all such fees and expenses shall be promptly paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by the Underwriters and any such separate firm for the Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company and any such separate firm for the Selling Stockholder shall be designated in writing by the Attorneys-in-Fact or any one of them. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(e) *Contribution.* If the indemnification provided for in paragraphs (a), (b) or (c) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholder, on the one hand, and the Underwriters on the other, from the offering of the Securities or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company and the Selling Stockholder, on the one hand, and the Underwriters on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholder, on the one hand, and the Underwriters on the other, shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company and the Selling Stockholder from the sale of the Securities and the total underwriting discounts and commissions received by the Underwriters in connection therewith, in each case as set forth in the table on the cover of the Prospectus, bear to the aggregate offering price of the Securities. The relative fault of the Company and the Selling Stockholder, on the one hand, and the Underwriters on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Selling Stockholder or by the Underwriters, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(f) *Limitation on Liability.* The Company, the Selling Stockholder and the Underwriters agree that it would not be just and equitable if contribution pursuant to paragraph (e) above were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (e) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (e) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of paragraphs (e) and (f), in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to paragraphs (e) and (f) are several in proportion to their respective purchase obligations hereunder and not joint.

(g) *Non-Exclusive Remedies.* The remedies provided for in this Section 10 paragraphs (a) through (f) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

11. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto on the date first written above.

12. Termination. This Agreement may be terminated in the absolute discretion of the Underwriters, by notice to the Company and the Selling Stockholder, if after the execution and delivery of this Agreement and on or prior to the Closing Date or, in the case of the Option Securities, prior to the Additional Closing Date (i) trading generally shall have been suspended or materially limited on or by any of the New York Stock Exchange, The Nasdaq Stock Market or the Korea Exchange; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by U.S. federal or New York State or Korean authorities; or (iii) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States or Korea, that, in the judgment of the Underwriters, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the Closing Date or the Additional Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

13. Defaulting Underwriter.

(a) If, on the Closing Date or the Additional Closing Date, as the case may be, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder on such date, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Company and the Selling Stockholder on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Company and the Selling Stockholder shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Company and the Selling Stockholder may postpone the Closing Date or the Additional Closing Date, as the case may be, for up to five full business days in order to effect any changes that in the opinion of counsel for the Company, counsel for the Selling Stockholder or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 13, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters, the Company and the Selling Stockholder as provided in paragraph (a) above, the aggregate number of Securities that remain unpurchased on the Closing Date or the Additional Closing Date, as the case may be, does not exceed one-eleventh of the aggregate number of Securities to be purchased on such date, then the Company and the Selling Stockholder shall have the right to require each non-defaulting Underwriter to purchase the number of Securities that such Underwriter agreed to purchase hereunder on such date plus such Underwriter's pro rata share (based on the number of Securities that such Underwriter agreed to purchase on such date) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters, the Company and the Selling Stockholder as provided in paragraph (a) above, the aggregate number of Securities that remain unpurchased on the Closing Date or the Additional Closing Date, as the case may be, exceeds one-eleventh of the aggregate amount of Securities to be purchased on such date, or if the Company and the Selling Stockholder shall not exercise the right described in paragraph (b) above, then this Agreement or, with respect to any Additional Closing Date, the obligation of the Underwriters to purchase Securities on the Additional Closing Date, as the case may be, shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 13 shall be without liability on the part of the Company, except that the Company and the Selling Stockholder will continue to be liable for the payment of expenses as set forth in Section 14 hereof and except that the provisions of Section 10 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company and the Selling Stockholder or any non-defaulting Underwriter for damages caused by its default.

#### 14. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation:

- (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection;
- (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, the ADR Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Pricing Disclosure Package, the Prospectus and the ADR Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof;
- (iii) the costs incident to the preparation and filing with the FSC of the K-SRS in accordance with the laws of Korea;
- (iv) the costs of reproducing and distributing each of the Transaction Documents;

- (v) the fees and expenses of the Company's counsel and independent accountants;
  - (vi) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Underwriters may designate and the preparation, printing and distribution of a Blue Sky Memorandum;
  - (vii) the cost of preparing stock certificates;
  - (viii) the costs and charges of any transfer agent, registrar or depository;
  - (ix) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, FINRA (including the related fees and expenses of counsel for the Underwriters);
  - (x) all expenses incurred by the Company in connection with any "road show" presentation to potential investors, including (A) cost of venue for the road show presentations and (B) travel, meals and lodging expenses of representatives (which, for the avoidance of doubt, shall not include the Underwriters and their representatives) and officers of the Company; and
  - (xi) all expenses and application fees related to the listing of the Securities on the Nasdaq Stock Market.
- (b) Notwithstanding anything in clause (a) above, it is understood and agreed, however, that:
- (i) the Underwriters will pay (A) the fees and expenses of their counsel; (B) travel, meals and lodging expenses incurred by the Underwriters and their representatives in connection with their participation in "road show" presentations, due diligence sessions and other business meetings; and (C) stock transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make; and
  - (ii) the Selling Stockholder will pay the fees and expenses of its counsel.

15. **Persons Entitled to Benefit of Agreement.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein and the affiliates of each Underwriter referred to in Section 10 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.



16. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Selling Stockholder and the Underwriters contained in this Agreement or made by or on behalf of the Company, the Selling Stockholder or the Underwriters pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Agreement or any investigation made by or on behalf of the Company, the Selling Stockholder or the Underwriters or the directors, officers, controlling persons or affiliates referred to in Section 10 hereof.

17. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term “affiliate” has the meaning set forth in Rule 405 under the Securities Act; (b) the term “business day” means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term “subsidiary” has the meaning set forth in Rule 405 under the Securities Act.

18. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company and the Selling Stockholder, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

19. Miscellaneous.

(a) *Notices*. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to B. Riley Securities, Inc., 1300 North 17th Street, Suite 1300, Arlington, VA 22209. Notices to the Company shall be given to it in care of DoubleDown Interactive, Inc., 605 Fifth Avenue, Suite 300, Seattle, WA 98104, United States, Attention: Chief Financial Officer (fax: (206) 467-5511). Notices to the Selling Stockholder shall be given to STIC Special Situation Diamond Limited, 12, Teheran-ro 78-gil, Gangnam-gu, Seoul, Republic of Korea 06194, Attention: Kang Il Sung (fax: (82)2-3453-5188), with a copy to Attention: Jackie Yang (fax: (82)2-737-9092).

(b) *Governing Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(c) *Submission to Jurisdiction*. Each of the Company and the Selling Stockholder hereby submit to the exclusive jurisdiction of the U.S. federal and New York state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. Each of the Company and the Selling Stockholder waive any objection which it may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. Each of the Company and the Selling Stockholder agree that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon the Company and the Selling Stockholder, as applicable, and may be enforced in any court to the jurisdiction of which the Company and the Selling Stockholder, as applicable, is subject by a suit upon such judgment. The Company and

the Selling Stockholder irrevocably appoint CT Corporation, located 28 Liberty Street, New York, New York 10005, as its authorized agent in the Borough of Manhattan in The City of New York upon which process may be served in any such suit or proceeding, and agrees that service of process upon such authorized agent, and written notice of such service to the Company or the Selling Stockholder, as the case may be, by the person serving the same to the address provided in this Section 19(a), shall be deemed in every respect effective service of process upon the Company and the Selling Stockholder in any such suit or proceeding. Each of the Company and the Selling Stockholder hereby represent and warrant that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. Each of the Company and the Selling Stockholder further agree to take any and all action as may be necessary to maintain such designation and appointment of such authorized agent in full force and effect for a period of seven years from the date of this Agreement.

(d) *Judgment Currency.* The Company and the Selling Stockholder agree to indemnify each Underwriter, its directors, officers, affiliates and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any loss incurred by such Underwriter as a result of any judgment or order being given or made for any amount due hereunder and such judgment or order being expressed and paid in a currency (the “judgment currency”) other than U.S. dollars and as a result of any variation as between (i) the rate of exchange at which the U.S. dollar amount is converted into the judgment currency for the purpose of such judgment or order, and (ii) the rate of exchange at which such indemnified person is able to purchase U.S. dollars with the amount of the judgment currency actually received by the indemnified person. The foregoing indemnity shall constitute a separate and independent obligation of the Company and the Selling Stockholder and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “rate of exchange” shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

(e) *Waiver of Immunity.* To the extent that the Company or the Selling Stockholder has or hereafter may acquire any immunity (sovereign or otherwise) from jurisdiction of any court of (i) Korea, or any political subdivision thereof, (ii) the United States or the State of New York, (iii) any jurisdiction in which it owns or leases property or assets or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, set-off or otherwise) with respect to themselves or their respective property and assets or this Agreement, each of the Company and the Selling Stockholder, severally and not jointly, hereby irrevocably waive such immunity in respect of its obligations under this Agreement to the fullest extent permitted by applicable law.

(f) *Waiver of Jury Trial.* Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(g) *Recognition of the U.S. Special Resolution Regimes.*

(i) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

As used in this Section 19(g):

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

- (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

(h) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(i) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(j) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

*[Signature Pages Follow]*

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

DOUBLEDOWN INTERACTIVE CO., LTD.

By: \_\_\_\_\_

Name:

Title:

STIC SPECIAL SITUATION DIAMOND LIMITED (스틱  
스페셜시츄레이션 다이아몬드 코리아 유한회사)

By: \_\_\_\_\_

Name:

Title:

[Signature Page to the Underwriting Agreement]

Accepted: As of the date first written above

B. RILEY SECURITIES, INC.

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Name:

Title:

[Signature Page to the Underwriting Agreement]

<u>Underwriter</u>	Number of Subscription Securities To Be Purchased	Number of Sale Securities To Be Purchased
B. Riley Securities, Inc.	[•]	[•]
Total	[•]	[•]

Selling Stockholder:  
STIC Special Situation Diamond Limited

Number of Sale Securities:  
[•]

Number of Option Securities:  
[•]

Schedule 2

**a. Pricing Disclosure Package**

**b. Pricing Information Provided Orally by Underwriters**

The initial public offering price per ADS representing 0.05 Common Shares shall be US\$[•].

The number of Subscription Securities shall be [•] Shares in the form of [•] ADSs.

The number of Sale Securities shall be [•] Shares in the form of [•] ADSs.

The number of Option Securities shall be [•] Shares in the form of [•] ADSs.

Annex A



Written Testing-the-Waters Communications

Written testing-the-waters communications dated July [•], 2021

Annex B

DoubleDown Interactive Co., Ltd.

Pricing Term Sheet

None

Annex C

Form of Opinion and 10b-5 of U.S. Counsel for the Company

*Attached*

Annex D-1

Form of Opinion and 10b-5 of Korean Counsel for the Company

*Attached*

Annex D-2

Form of Opinion of U.S. Counsel For the Selling Stockholder

*Attached*

Annex E-1

Form of Opinion of Korean Counsel For the Selling Stockholder

*Attached*

Annex E-2

Form of Opinion of Counsel For The Depositary

*Attached*

Annex F

[Date]

B. Riley Securities, Inc.  
1300 North 17th Street, Suite 1300  
Arlington, VA 22209

RE: "Testing the Waters" Authorization

Ladies and Gentlemen,

In reliance on Section 5(d) of the Securities Act of 1933, as amended (the "Act"), DoubleDown Interactive Co., Ltd. (the "Issuer") hereby authorizes B. Riley Securities, Inc. (the "Sole Bookrunner") and its affiliates and the employees of the Sole Bookrunner and its affiliates to engage on behalf of the Issuer in oral and written communications with potential investors that are "qualified institutional buyers", as defined in Rule 144A under the Act, or institutions that are "accredited investors", as defined in Regulation D under the Act, to determine whether such investors might have an interest in the Issuer's contemplated initial public offering ("Testing-the-Waters Communications"). A "Written Testing-the Waters Communication" means any Testing-the-Waters Communication that is a written communication within the meaning of Rule 405 under the Act.

The Issuer represents that it is an "emerging growth company" as defined in Section 2(a)(19) of the Act ("Emerging Growth Company") and agrees to promptly notify the Sole Bookrunner in writing if the Issuer hereafter ceases to be an Emerging Growth Company while this authorization is in effect. If at any time following the distribution of any Written Testing-the-Waters Communication there occurs an event or development as a result of which such Written Testing-the-Waters Communication included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Issuer will promptly notify the Sole Bookrunner and will promptly amend or supplement, at its own expense, such Written Testing-the-Waters Communication to eliminate or correct such untrue statement or omission.

Nothing in this authorization is intended to limit or otherwise affect the ability of the Sole Bookrunner, its affiliates or the employees of the Sole Bookrunner and its affiliates to engage in communications in which they could otherwise lawfully engage in the absence of this authorization, including, without limitation, any written communication containing only one or more of the statements specified under Rule 134(a) under the Act. This authorization shall remain in effect until the Issuer has provided to the Sole Bookrunner a written notice revoking this authorization. All notices as described herein shall be sent by email to the attention of Jimmy Baker at [jbaker@brileyfin.com](mailto:jbaker@brileyfin.com).

Exhibit A - 1



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Sincerely,

DoubleDown Interactive Co., Ltd.

By: \_\_\_\_\_

Name:

Title:

Exhibit A - 2

## FORM OF LOCK-UP AGREEMENT

July [•], 2021

B. Riley Securities, Inc.  
1300 North 17th Street, Suite 1300  
Arlington, VA 22209

Re: DoubleDown Interactive Co., Ltd. — Public Offering

Ladies and Gentlemen:

The undersigned understands that you propose to enter into an underwriting agreement (the “Underwriting Agreement”) with DoubleDown Interactive Co., Ltd., a corporation organized under the laws of the Republic of Korea (the “Company”) and STIC Special Situation Diamond Limited, providing for the public offering (the “Public Offering”) by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the “Underwriters”), of common shares, with par value of ₩10,000 per share, of the Company (the “Common Shares”) in the form of American Depositary Shares (the “ADSs”), each ADS representing 0.05 Common Shares (the Common Shares and the ADSs collectively, the “Securities”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters’ agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of the Underwriters, the undersigned will not, and will not cause any direct or indirect affiliate to, during the period beginning on the date of this letter agreement (this “Letter Agreement”) and ending at the close of business 180 calendar days after the date of the final prospectus relating to the Public Offering (the “Prospectus”) (such period, the “Restricted Period”), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Shares, including in the form of ADSs, or any securities

Exhibit B - 1

convertible into or exercisable or exchangeable for Common Shares or the ADSs (including without limitation, Common Shares, including in the form of ADSs, or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued upon exercise of the convertible bonds and bonds with warrants) (collectively with the Common Shares and the ADSs, the "Lock-Up Securities"), (2) enter into any hedging, swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of the Lock-Up Securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Lock-Up Securities, in cash or otherwise, (3) make any demand for, or exercise any right with respect to, the registration of any Lock-Up Securities, or file, cause to be filed or cause to be confidentially submitted any registration statement in connection therewith, under the Securities Act of 1933, as amended, or (4) publicly disclose the intention to do any of the foregoing. The undersigned acknowledges and agrees that the foregoing precludes the undersigned from engaging in any hedging or other transactions or arrangements (including, without limitation, any short sale or the purchase or sale of, or entry into, any put or call option, or combination thereof, forward, swap or any other derivative transaction or instrument, however described or defined) designed or intended, or which could reasonably be expected to lead to or result in, a sale or disposition or transfer (whether by the undersigned or any other person) of any economic consequences of ownership, in whole or in part, directly or indirectly, of any Lock-Up Securities, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Lock-Up Securities, in cash or otherwise. The undersigned further confirms that it has furnished the Underwriters with the details of any transaction the undersigned, or any of its affiliates, is a party to as of the date hereof, which transaction would have been restricted by this Letter Agreement if it had been entered into by the undersigned during the Restricted Period.

Notwithstanding the foregoing, the undersigned may:

(a) transfer the undersigned's Lock-Up Securities:

(i) as a bona fide gift or gifts, or for bona fide estate planning purposes,

(ii) by will or intestacy,

(iii) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, or if the undersigned is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust (for purposes of this Letter Agreement, "immediate family" shall mean any relationship by blood, current or former marriage, domestic partnership or adoption, not more remote than first cousin),

(iv) to a partnership, limited liability company or other entity of which the undersigned and the immediate family of the undersigned are the legal and beneficial owner of all of the outstanding equity securities or similar interests,

Exhibit B-2

(v) to a nominee or custodian of a person or entity to whom a disposition or transfer would be permissible under clauses (i) through (iv) above,

(vi) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 promulgated under the Securities Act of 1933, as amended) of the undersigned, or to any investment fund or other entity controlling, controlled by, managing or managed by or under common control with the undersigned or affiliates of the undersigned (including, for the avoidance of doubt, where the undersigned is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership), or (B) as part of a distribution to members or shareholders of the undersigned,

(vii) by operation of law, such as pursuant to a qualified domestic order, divorce settlement, divorce decree or separation agreement,

(viii) to the Company from an employee upon death, disability or termination of employment, in each case, of such employee,

(ix) as part of a sale of the undersigned's Lock-Up Securities acquired in open market transactions after the closing date of the Public Offering,

(x) to the Company in connection with the vesting settlement or exercise of restricted stock units, options, warrants or other rights to purchase Common Shares or ADSs (including, in each case, by way of "net" or "cashless" exercise), including for the payment of exercise price and tax and remittance payments due as a result of the vesting, settlement, or exercise of such restricted stock units, options, warrants or rights, provided that any such Common Shares or ADSs received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement, and provided further that any such restricted stock units, options, warrants or rights are held by the undersigned pursuant to an agreement or equity awards granted under a stock incentive plan or other equity award plan, each such agreement or plan which is described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, or

(xi) [to DoubleU Games Co., Ltd. ("DoubleU Games") in connection with the undersigned's election to sell common shares to DoubleU Games pursuant to the Supplemental Agreement to the Joint Investment Agreement between DoubleU Games and the undersigned dated July [•], 2021, or

(xii)] pursuant to a bona fide third-party tender offer, merger, consolidation or other similar transaction that is approved by the Board of Directors of the Company and made to all holders of the Company's capital stock involving a Change of Control (as defined below) of the Company (for purposes hereof, "Change of Control" shall mean the transfer (whether by tender offer, merger, consolidation or other similar transaction), in one transaction or a series of related transactions, to a person or group of affiliated persons, of shares of capital stock if, after such transfer, such person or group of affiliated persons would hold more than 75% of the outstanding voting securities of the Company (or the surviving entity)); provided that in the event that such tender offer, merger, consolidation or other similar transaction is not completed, the undersigned's Lock-Up Securities shall remain subject to the provisions of this Letter Agreement;

Exhibit B-3

provided that (A) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi) and (vii) above, such transfer shall not involve a disposition for value and each donee, devisee, transferee or distributee shall execute and deliver to the Underwriters a lock-up letter in the form of this Letter Agreement and (B) in the case of any transfer or distribution pursuant to clause (a)(i), (ii), (iii), (iv), (v), (vi), (ix) and (x), no filing by any party (donor, donee, devisee, transferor, transferee, distributor or distributee) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made after the expiration of the Restricted Period referred to above);

(b) exercise options, settle restricted stock units or other equity awards or exercise warrants outstanding as of the date granted pursuant to plans described in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that any Lock-Up Securities received upon such exercise, vesting or settlement shall be subject to the terms of this Letter Agreement;

(c) convert convertible securities into Common Shares or exercise warrants to acquire Common Shares; provided that any such Common Shares received upon such conversion or exercise shall be subject to the terms of this Letter Agreement;

(d) establish trading plans under Rule 10b5-1 under the Exchange Act for the transfer of Lock-Up Securities, provided that (1) such plans do not provide for the transfer of Lock-Up Securities during the Restricted Period, and (2) no filing by any party under the Exchange Act or other public announcement shall be required or made voluntarily in connection with such trading plan; and

(e) sell the Securities to be sold by the undersigned pursuant to the terms of the Underwriting Agreement.

If the undersigned is not a natural person, the undersigned represents and warrants that no single natural person, entity or "group" (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) beneficially owns, directly or indirectly, 50% or more of the common equity interests, or 50% or more of the voting power, in the undersigned.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

Exhibit B-4

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned understands that, if (A) either the Company, on the one hand, or the Underwriters, on the other hand, advises the other in writing, prior to the execution of the Underwriting Agreement, that they have determined not to proceed with the Public Offering, (B) the Underwriting Agreement does not become effective by October 31, 2021, (C) the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Shares to be sold thereunder, or (D) the registration statement filed with the Securities and Exchange Commission in connection with the Public Offering is withdrawn, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

Exhibit B-5

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF STOCKHOLDER]

By: \_\_\_\_\_  
Name:  
Title:

Exhibit B-6

## ARTICLES OF INCORPORATION

## CHAPTER I GENERAL PROVISIONS

**Article 1 (Name)** The name of the company shall be “DoubleDown Interactive Co., Ltd.’ (hereinafter referred to as the “Company”) <Amended on June 24, 2014, May 2, 2016, May 11, 2017, Nov 27, 2019>

**Article 2 (Purposes)** The purposes of the Company is to engage in the following business activities: <Amended on August 1, 2011, May 11, 2017>

1. Portals and other internet information media service activities;
2. Data base activities and online information provision services;
3. Data processing;
4. Computer programming services;
5. Computer system integration consultancy and establishment services;
6. Online and mobile game software development and supply;
7. System software development and supply;
8. Application software development and supply;
9. Electronic commerce via internet;
10. Retail of computers, computer peripheral equipment and software;
11. Wholesale of computers, computer peripheral equipment and software;
12. Advertising agencies;
13. Advertising preparation;
14. Game publishing business;
15. Character and digital · cultural contents related business;
16. Marketing agencies services and advertising and promotion;
17. Venture investment, incubating and consulting services;
18. Real estate sales and lease services;
19. Activities of head offices, holding companies and management consultancy; and
20. Other activities incidental to each of the aforementioned business.

**Article 3 (Location of Head Office)** The Company shall have its registered headquarter office in Seoul. <Amended on September 1, 2016>

**Article 4 (Branch Offices, etc.)** The Company may establish branch offices, sub-branches, local offices and overseas subsidiaries in or outside Korea upon resolution by the Board of Directors.

**Article 5 (Public Notice)** Public notice shall be given by posting the notice on the Company’s internet homepage at (<http://www.doubledowninteractive.com>); provided, however, in the event of the occurrence of any computer problems or other unavoidable causes which prevents the posting of a notice on the Company’s internet homepage, public notice shall be given by publishing the notice in Mael Business News Korea, a daily newspaper published in the city of Seoul. <Amended on June 24, 2014, September 1, 2016, Nov 27, 2019>



## CHAPTER II SHARES

**Article 6 (Total Number of Shares)** The total number of shares that the Company is authorized to issue shall be 200,000,000 shares.

<Amended on August 1, 2011 and May 11, 2017>

**Article 7 (Shares to be issued at the Time of Incorporation)** The total number of shares to be issued at the time of incorporation of the Company shall be 60,000 shares.

**Article 8 (Par Value)** The par value per share to be issued by the Company shall be 10,000 Korean Won. <Amended on May 12, 2017>

**Article 9 (Types of Shares)** All shares to be issued by the Company shall be common shares.

**Article 10 (Electronic Registration of Rights to be Recorded on Share Certificates and Preemptive Right Certificates)** The Company shall register the rights to be recorded on share certificates and preemptive right certificates with the electronic registration ledger of the electronic registration authority, in lieu of issuing share certificates and preemptive right certificates. <Amended on May 2, 2016, March 27, 2019>

### **Article 11 (Preemptive Rights)**

- ① Shareholders of the Company shall have the preemptive rights to subscribe for the new shares in proportion to their respective share holdings.
- ② Notwithstanding the foregoing, in the following instances the Company may allocate new shares to those other than the shareholders by the resolution of the Board of Directors. <Amended on May 2, 2016, May 11, 2017, May 20, 2020>
  1. When issuing new shares to increase its capital through public offering to the extent not exceeding fifty (50) percent of the total number of issued and outstanding shares pursuant to Article 165-6 of the Financial Investment Services and Capital Markets Act;
  2. When preferentially allocating new shares to members of the Employees Share Ownership Association to the extent not exceeding twenty (20) percent of the total number of issued and outstanding shares;
  3. When issuing new shares as a result of the exercise of stock options pursuant to Article 340 of the Commercial Act;
  4. When issuing new shares for the purpose of the foreign investment made under the Foreign Investment Promotion Act, for the Company's managerial reasons to the extent not exceeding twenty (20) percent of the total number of issued and outstanding shares;
  5. When issuing new shares to the extent not exceeding [twenty (20)] percent of the total number of issued and outstanding shares to a new technology venture capitalist and new technology venture investment association pursuant to the Specialized Credit Finance Business Act and to an investment company for the establishment of small and medium enterprise and a small and medium enterprise establishment investment association pursuant to the Support for Small and Medium Enterprise Establishment Act.
  6. When allocating new shares to the other company to the extent not exceeding twenty (20) percent of the total number of issued and outstanding shares for strategic partnership such as through the introduction of high technology, business diversification, overseas expansion and fundraising;

7. When it's necessary to achieve the Company's business objectives such as an introduction of new technology, improvement of financial structure, new market development and strategic partnership pursuant to a proviso of the Article 418(2) of the Commercial Act to the extent not exceeding fifty (50) percent of the total number of issued and outstanding shares;
  8. When issuing new shares to financial institutions or institutional investors, domestic and overseas, to the extent not exceeding twenty (20) percent of the total number of issued and outstanding shares for managerial purpose including raising emergency funds; or
  9. When offering new shares to the public or has an underwriter subscribe for such public offerings in order to have its shares listed on the Korea Exchange.
- ③ If a shareholder(s) waives or forfeits all or part of his/her preemptive rights to subscribe for new shares, or any fractional shares are made in the course of allotting new shares, the method of dealing with such new shares or fractional shares shall be determined by a resolution of the Board of Directors. <Amended on May 2, 2016>

#### **Article 11-2 (Stock Option)**

- ① The Company may grant stock options as set forth in the relevant laws and regulations to its executives and employees by a special resolution of the general meeting of shareholders, to the extent not exceeding ten (10) percent of the total number of issued and outstanding shares.
- ② The shares to be issued or delivered upon the exercise of the stock option (referring to the shares functioning as the base for calculating the difference in case where the Company pays the difference between the exercising price of the stock option and the market price either in cash or by the treasury shares) shall be common shares in registered form.
- ③ The exercising price per one share subject to the exercise of the stock option shall exceed a price falling under any of the following subparagraphs. This shall also apply when adjusting the exercising price after the grant of the stock option.
  1. In cases of issuing new shares, the higher amount between their substantial price as of the date of granting the stock option and their face value; and
  2. In cases of transferring the company's own shares, their substantial price as of the date of granting the stock option.
- ④ The number of executives and employees who may be granted with a stock option shall not exceed ninety (90) percent of the total existing executives and employees, and the stock option to be granted to a single executive or employee shall not exceed ten (10) percent of the total number of issued and outstanding shares.
- ⑤ The persons who are eligible for stock options are executives and employees who have contributed or have the capacity to contribute to the establishment, management, or technological innovation of the Company; provided, however, that those who fall under any of the following shall be disqualified:
  1. A stockholder who holds ten (10) percent or more of the total outstanding shares excluding non-voting shares;
  2. A person who actually exercises influence over major management matters of the Company, such as appointment or dismissal of directors; and

3. Any person in special relationship with a person falling under subparagraph 1 or 2. <Amended on May 20, 2020>
  - ⑥ The stock option may be exercised from the date on which such right may be exercised until the date to be determined by a general meeting of shareholders or the Board of Directors within the extent of five (5) years.
  - ⑦ Any person who is granted a stock option shall be allowed to exercise such stock option only after holding office or serving in the Company for no less than two (2) years from the date of the resolution mentioned in Paragraph (1). <Amended on May 20, 2020>
  - ⑧ The Company may cancel the grant of stock options by the resolution of the Board of Directors in any of the following cases:
    1. In case an executive or employee to whom a stock option is granted voluntarily resigns from his/her office;
    2. In case an executive or employee to whom a stock option is granted causes the Company to incur substantial and material damages due to his/her willful misconduct or negligence;
    3. In case the Company is unable to comply with the exercise of the stock option due to its bankruptcy or insolvency; or
    4. In case where any cause for cancellation as set forth in the stock option agreement occurs.
- [Newly established on September 10, 2010]

#### **Article 12 (Title Transfer Agent)**

- ① The Company shall retain a transfer agent for shares.
- ② The transfer agent, its office and the scope of its services shall be determined by the resolution of the Board of Directors.
- ③ The Company shall keep its register of shareholders or a duplicate thereof, at the office of the transfer agent and cause the transfer agent to handle electronic registration of shares, maintenance of the register of shareholders and other matters in relation to the shares of the Company.
- ④ Those activities undertaken by the transfer agent described in Paragraph (3) shall be performed in accordance with the Regulations for Securities Agency Business of the Transfer Agent. <Amended on March 27, 2019>

#### **Article 13 (Suspension of Altering Entry in the Register of Shareholders and Record Date)**

- ① The Company shall suspend entry of alterations in the list of shareholders with respect to shareholders' rights from January 1 through January 31 of each year.
- ② The Company shall deem those shareholders whose names appear in the list of shareholders on December 31 of each year to be the shareholders who are entitled to exercise their rights as shareholders at the annual meeting of shareholders to be convened in respect of the said period for the settlement of accounts.
- ③ The Company may suspend entry of alterations in the list of shareholders with respect to shareholders' rights for a given period not exceeding three (3) months, if necessary for convening a special meeting of shareholders by a resolution of the Board of Directors; or may deem those shareholders whose names appear in the list of shareholders on the date as specified to be within three (3) months upon the resolution of the Board of Directors to be the shareholders who are entitled to exercise their rights as shareholders. In such a case, the Board of Directors may designate such a record date, together with suspension of altering entry in the list of shareholders if the Board of Directors deems it necessary. In order to do so, the Company shall give a notice two (2) weeks prior to the period of suspension or the record date. <Amended on September 10, 2010, March 27, 2019>

**Article 14 (Commencement Date for Dividends on New Shares)** In the event that the Company issues new shares through capital increase by right issue or bonus issue or stock dividend, with respect to the dividends on the new shares, the new shares shall be deemed to have been issued at the end of the fiscal year immediately preceding the fiscal year to which the time of issuance thereof belongs. [Newly established on May 20, 2020]

**Article 14-2 (Register of Shareholders)** The Company's register of shareholders shall be prepared in electronic document in accordance with the Article 352(2) of the Commercial Act. [Newly established on March 27, 2019]

### **CHAPTER III BONDS**

#### **Article 15 (Issuance of Convertible Bonds)**

- ① The Company may issue convertible bonds to persons other than shareholders up to an aggregate par value of three (3) hundred billion (300,000,000,000) Korean Won by the resolution of the Board of Directors in any of the following cases: <Amended on May 20, 2020>
  1. In case the Company issues convertible bonds through a general public offering;
  2. In the case the Company issues convertible bonds to financial institutions or institutional investors, domestic or overseas, for the purpose of raising emergency funds; or
  3. In the case the Company issues convertible bonds to the other party for the introduction of technology, research and development, production and sales, and capital alliances which are important in its business operation.
- ② The type of shares to be issued upon conversion and the conversion price shall be determined by the Board of Directors at the time of issuance of the relevant convertible bonds.
- ③ The conversion period shall be from the date on which one (1) month has elapsed after the date of issuance of the bonds to the date immediately prior to the redemption date of the bonds. However, the conversion period may be adjusted so that it is limited to a period within the period stated above by the resolution of the Board of Directors.
- ④ Provisions of the Article 14 shall apply mutatis mutandis for the matters on the dividends on shares to be issued upon conversion and the payment of interest on the convertible bonds. <Amended on May 20, 2020>

#### **Article 16 (Issuance of Bonds with Warrants)**

- ① The Company may issue bonds with warrants to persons other than shareholders upon the resolution of the Board of Directors up to an aggregate par value amount of two (2) hundred billion (200,000,000,000) Korean Won in accordance with Article 16(1) hereof. <Amended on May 20, 2020>

1. In case the Company issues le bonds with warrant through a general public offering;
  2. In the case the Company issues bonds with warrant to financial institutions or institutional investors, domestic or overseas, for the purpose of raising emergency funds; or
  3. In the case the Company issues bonds with warrant to the other party for the introduction of technology, research and development, production and sales, and capital alliances which are important in its business operation.
- ② The amount within which a holder of such bonds with warrant is entitled to request issuance of new shares shall be determined by the Board of Directors, to the extent of not exceeding the aggregate par value of such bonds.
  - ③ The class of shares to be issued upon exercise of warrants shall be common shares. The issue price shall be determined by the Board of Directors upon issuance of the relevant bonds with warrants at or above the par value.
  - ④ The period during which warrants may be exercised shall be from the date on which one (1) month (or thirty (30) days) has elapsed from the date of issuance of the bonds to the date immediately prior to the redemption date of the bonds; provided, however, that in case the Company issues the bonds by other means than public offering, such period shall be from the date on which one (1) year has elapsed after the date of issuance of the bonds to the date immediately prior to the redemption date of the bonds. However, the warrant exercise period may be adjusted to a period within the period stated above by the resolution of the Board of Directors
  - ⑤ Provisions of the Article 14 shall apply mutatis mutandis for the matters on the dividends on shares to be issued upon exercise of warrants. <Amended on May 20, 2020>

**Article 16-2 (Electronic Registration of Rights to be Recorded on Bond Certificates and Warrant Certificates)** The Company shall register the rights to be recorded on bond certificates and warrant certificates with the electronic registration ledger of the electronic registration authority, in lieu of issuing bond certificates and warrant certificates. [Newly established on March 27, 2019]

**Article 17 (Applicable Provisions for Issuance of Bonds)** The provisions of Article 12 shall apply mutatis mutandis with respect to the issuance of bond. [Newly established on May 11, 2017] <Amended on March 27, 2019>

#### CHAPTER IV GENERAL MEETING OF SHAREHOLDERS

**Article 18 (Ordinary and Special General Meetings and Time of Convocation)**

- ① General meetings of shareholders shall be of two types of ordinary and special general meetings.
- ② Ordinary general meetings of shareholders shall be convened within three (3) months after the close of each business year.

**Article 19 (Persons Entitled to Convene the Meetings)** General meetings of shareholders shall be convened by a representative director in accordance with the resolution of the Board of Directors except as otherwise provided in other laws and regulations. If the representative director is absent or unable to convene the general meetings, another director appointed by the Board of Directors shall convene the general meetings.

#### **Article 20 (Public Notice of Convocation)**

- ① When convening a shareholders' meeting, each shareholder shall be notified of the date, place, and agenda of the meeting in writing two (2) weeks prior to the date of the meeting; provided, however, that such period may be shortened or omitted with the consent of all shareholders in writing, by telegraphic communications or by email prior to the date of the meeting.
- ② The Company shall attach to the written notice of convocation in the Paragraph 1, any written document and reference materials which may be necessary for the shareholders to exercise their voting rights. <Amended on May 2, 2016>

#### **Article 21 (Place of Convening a Meeting of Shareholders)**

The general meeting of shareholders shall be held in the place where the head office of the Company is located and may also be held in any other place adjacent to it, whenever circumstances require.

#### **Article 22 (Chairman)**

- ① A representative director shall serve chairman of general meetings of shareholders
- ② In the event that the representative director is absent or fails to serve as chairman of any general meetings of shareholders, any person previously designated by the general meeting of shareholders shall act as the chairman; provided, however, that in case nobody has been designated to act as the chairman by the general meeting of shareholders, the provisions of Article 32(4) shall apply mutatis mutandis. <Amended on March 27, 2019>

**Article 23 (Voting Rights)** Each shareholder shall have one (1) vote for each share he/she owns.

**Article 24 (Exercise of Voting Rights)** <Amended on May 2, 2016>

- ① Shareholders may exercise their voting rights in writing without attending the general meetings of shareholders.
- ② Any shareholder who wants to exercise his/her voting right in writing shall submit any necessary written details for the exercise of voting rights on or before the date immediately prior to the meeting.

#### **Article 25 (Exercise of Voting Right by Proxy)**

- ① A shareholder may exercise his/her vote by proxy.
- ② The proxy in the preceding paragraph shall present evidentiary documents (power of attorney) for his/her power of representation before the general meeting of shareholders commences. [Newly established on May 11, 2017]

#### **Article 26 (Method of Adopting Resolutions at Meeting of Shareholders)**

Unless otherwise provided in the relevant laws and regulations, all resolutions of a meeting of shareholders shall be passed by the affirmative votes of the majority of shareholders present at the meeting of shareholders, which shall not be less than a quarter of the total number of issued and outstanding shares of the Company.

#### **Article 27 (Minutes of General Meeting of Shareholders)**

The substance of the course and proceedings of a general meeting of shareholders and the results thereof shall be recorded in minutes, on which the names and seals of the chairman and the directors present at the meeting shall be affixed or be signed by such persons, and shall be kept at the head office and branches of the Company. <Amended on September 10, 2010>

### **CHAPTER V DIRECTORS, BOARD OF DIRECTORS, REPRESENTATIVE DIRECTOR**

#### **Article 28 (Number of Directors)**

The Company shall have not less than three (3), but not more than eight (8) directors. <Amended on May 20, 2020>

#### **Article 29 (Election of Directors)**

- ① Directors shall be elected during a meeting of shareholders.
- ② A resolution for electing directors shall be passed by the affirmative votes of a majority of the voting rights represented by the shareholders present, which shall be not less than 1/4 of the total number of issued and outstanding shares.
- ③ In case two (2) or more directors are elected, the cumulative vote stipulated in Article 382-2 of the Commercial Act shall not apply. <Amended on May 20, 2020>

#### **Article 30 (Term of Office of Directors)**

The term of office of directors shall be three (3) years; provided, however, that the term of office shall be extended until the close of the ordinary general meeting of shareholders convened in respect of the last fiscal year of such term of office. <Amended on May 20, 2020>

#### **Article 31 (Election to Fill a Vacancy in the Office of Directors)**

- ① If there is a vacancy in the number of directors, a director shall be elected at a meeting of shareholders to fill such a vacancy; provided, however, that the foregoing provision shall not apply if the number of the existing directors in office is not less than the number of directors provided in the statute and no hindrance is caused to carrying on the Company's business thereby.
- ② Term of office of directors elected to fill a vacancy or as part of reinforcement shall be deemed the same as the remaining term of office of other directors. <Amended on May 20, 2020>

#### **Article 32 (Duties of Directors)**

- ① The Company may appoint one (1) representative director out of directors, and a vice president, senior executive director and executive director by resolutions of the Board of Directors.
- ② The Company may appoint a few representative directors or co-representative directors whenever circumstances require.
- ③ A representative director shall represent the directors and direct the Company's overall business.
- ④ A vice president, senior executive director, executive director and director shall assist the representative director; share the execution of the Company's business as determined by the Board of Directors; and serve as an acting representative director in accordance with the order designated by the Board of Directors in case the representative director is absent or unable to execute his/her duties. <Amended on May 11, 2017>

### **Article 33 (Composition of the Board of Directors and Convening of Meetings)**

- ① The Board of Directors shall be composed of directors and make major decisions on the Company's business
- ② Meetings of the Board of Directors may be called by any director, unless the Board of Directors has designated a specific director who shall call such meetings.
- ③ Notice for the meeting of the Board of Directors shall be dispatched by the director who calls the meeting to each of the individual directors at least one (1) week prior to the date set for such meeting, provided, however, that if all directors unanimously consent to holding a meeting of the Board of Directors, the procedure of convening a meeting may be omitted. <Amended on May 20, 2020>
- ④ The chairman of the Board of Directors shall be appointed by the Board of Directors, unless the Board of Directors has designated a specific director who shall call the meetings of the Board of Directors pursuant to the proviso of Paragraph 2, in which case such director shall be the chairman. <Amended on March 27, 2019>

### **Article 34 (Quorum and Adoption of Resolutions)**

- ① Unless otherwise provided in the relevant laws and these Articles of Incorporation, a resolution of the Board of Directors shall be adopted in the presence of a majority of directors in office by the affirmative votes of a majority of directors present at the meeting; provided, however, that the resolution for the matters set forth in Article 397-2 (Prohibition against Appropriation of Company's Opportunities and Assets) and Article 398 (Prohibition against Self-Transaction) of the Commercial Act shall be adopted by an affirmative votes of 2/3 or more of the total number of the directors present: <Amended on May 20, 2020>
- ② The Board of Directors may allow all or part of the directors in office to exercise his/her and/or their voting rights by means of telecommunication through which they may transmit and receive visual images and voices at the same time without being physically present at a meeting of the Board of Directors. In such case, the concerned director(s) shall be deemed to have attended the meeting of the Board of Directors in person.
- ③ A Director who has a special interest in a matter on the agenda for resolution may not exercise his/her vote upon such matter. <Amended on May 11, 2017>

### **Article 35 (Minutes of the Board of Directors)**

- ① The Board of Directors shall record the proceedings of every meeting of the Board of Directors.
- ② The agenda items, summary of the proceedings and the outcomes thereof, and the objectors and grounds for their objection shall be entered in the minutes, and the directors present at the meeting shall write their names and affix seals, or affix their signatures, thereon and then the minutes shall be preserved at the head office thereafter.  
<Amended on May 20, 2020>

**Article 36 (Appointment of Advisors)** The Company shall appoint a few advisors for management and technology by the resolution of the Board of Directors.



### **Article 37 (Remuneration and Retirement Allowances for Executives)**

- ① Remuneration for directors shall be determined by the resolution of a general meeting of shareholders.
- ② Retirement allowances for directors and other officers shall be paid in accordance with the Company's regulation concerning retirement allowances for executives. <Amended on May 20, 2020>

### **Article 38 (Mitigation of Director's Liability to the Company)**

- ① If a director is held liable for damages to the Company due to the violation of any law, regulation or these Articles of Incorporation, or due to dereliction of his or her duties, the Company shall exempt such director from liability for damages exceeding six (6) times (three (3) times in the case of outside directors) his or her wages (including bonuses and profit from the exercise of stock options) during the one-year period prior to the day of such violation or dereliction.
- ② Notwithstanding Paragraph (1) above, such exemption shall not apply if the director caused damages to the Company by willful misconduct or gross negligence or if otherwise provided in the law.  
[Newly Established on May 20, 2020]

### **Article 39 (Committee in the Board of Directors)**

- ① The Company shall install an audit committee in the Board of Directors. Additionally, the Company may install a committee in the Board of Directors to discuss and decide the matters delegated by the Board of Directors including major considerations for the Company's business operation.
- ② The committee in the Board of Directors other than the audit committee shall be comprised of two (2) or more directors and the structure and operation thereof shall be determined by the resolution of the Board of Directors.
- ③ Authorities over each of the following matters shall not be delegated to the committee:
  1. Any matters that require approval from the general meeting of shareholders;
  2. Appointment and dismissal of the representative director;
  3. Establishment of the committee and the appointment and dismissal of its members; and
  4. Any other matters determined by the Board of Directors.
- ④ The Committee shall notify each of the directors of any adopted matter. In such a case, each director upon receiving the notification may request convocation of the Board of Directors, and the Board of Directors may re-adopt the resolution for the matter already adopted by the committee.
- ⑤ Except as otherwise provided in other provisions hereof and the operational regulations of each committee, the provisions in Article 33 to 35 shall apply mutatis mutandis for the matters related to the committee. [Newly established on May 11, 2017]

<Amended on May 20, 2020>

**Article 40 (Appointment of Representative Director)** A representative director shall be appointed by the Board of Directors. [Newly established on May 11, 2017]

## CHAPTER VI AUDIT COMMITTEE

### Article 41 (Composition of the Audit Committee)

- ① The Company shall establish an audit committee pursuant to Article 39 hereof, in lieu of auditor(s).
- ② The audit committee of the Company shall consist of three (3) or more directors; provided, however, that at least 2/3 of the members of the audit committee shall be outside directors.
- ③ A resolution of the Board of Directors for dismissing a member of the audit committee shall be adopted by the affirmative votes of at least 2/3 of the total number of directors.
- ④ By a resolution, the audit committee shall appoint a person to represent the audit committee, in which case, two (2) or more members may be determined to jointly represent the audit committee.

[Newly established on May 20, 2020]

### Article 42 (Duties, etc. of the Audit Committee)

- ① The audit committee shall audit the accounting and operations of the Company.
- ② The audit committee may request the Board of Directors to convene the extraordinary general meeting of shareholders in writing, stating the agenda to be dealt with at the meeting and the reason for convening such meeting.
- ③ The audit committee shall appoint an external auditor of the Company in accordance with the Act on External Audit of Stock Companies.
- ④ The audit Committee may request the Company's subsidiaries to make a report on their operations, if it is necessary to perform its duties. In such cases, if the subsidiaries fail to immediately make such a report as requested or it is necessary to verify the content of the report made by the subsidiaries, the audit Committee shall have the right to inspect such subsidiaries' operations and status of assets.
- ⑤ In addition to Paragraphs (1) through (4) above, the audit committee shall handle matters delegated by the Board of Directors.
- ⑥ If necessary, the audit committee may request a director (the person authorized to convene the meeting, if any) to convene a meeting of the Board of Directors in writing, stating the agenda to be dealt with at the meeting and the reason for convening such meeting.
- ⑦ If the director fails to convene the meeting of the Board of Directors without delay although the request under Paragraph (6) has been made, the audit committee which so requested may convene the meeting of the Board of Directors.
- ⑧ The Board of Directors may not overrule the resolutions of the audit committee.
- ⑨ The audit committee may seek assistance from experts at the Company's costs.

[Newly established on May 20, 2020]

**Article 43 (Audit Record)** The audit committee shall prepare an audit record with respect to the audit, and the audit record shall record the substance of the course of the proceedings and results of the audit and shall bear the names and seals of or be signed by the audit committee members conducting the audit. [Newly established on May 20, 2020]

## CHAPTER VII ACCOUNTING

**Article 44 (Business Year)** The business year of the Company shall commence on January 1 and end on December 31 of each year.

### **Article 45 (Preparation, Maintenance and Approval of Financial Statements)**

- ① The representative director (president) of the Company shall prepare and submit to the audit committee for audit the following documents and their supplementary schedules together with an business report, six (6) weeks prior to the date set for the annual meeting of shareholders convened for the business year to which such documents are related and, upon the audit committee's audit, shall submit the aforementioned documents and the business report to the annual meeting of shareholders: <Amended on May 20,2020>
  1. Balance sheet;
  2. Income statement; and
  3. Statement of appropriation of earned surplus or disposition of deficiencies
- ② The audit committee shall submit an auditor's report to the representative director within four (4) weeks from the date of receiving the document referred to in each item of Paragraph 1 above. <Amended on May 20, 2020>
- ③ The Company shall maintain the documents referred to in the Paragraph 1 above and the auditor's report in the head office of the Company for five (5) years and their copies in the branch office(s) of the Company for three (3) years respectively, starting from one (1) week prior to the date set for the annual meeting of shareholders convened for the business year to which such documents are related.
- ④ In cases where a meeting of shareholders or the Board of Directors gives approval for the documents listed in Paragraph 1, the Company shall publicly notify the balance sheet and the audit opinion of an external auditor without delay.
- ⑤ Notwithstanding the Paragraph 1, the Company may give an approval of the documents referred to in each item of Paragraph 1 above by the resolution of the Board of Directors if the following requirements are all met: <Amended on May 20, 2020>
  1. An external auditor presents an opinion that the documents referred to in each item of Paragraph 1 appropriately represents the Company's financial conditions and performance of management in accordance with statutes and the provisions hereof; and
  2. All members of the auditor committee give consent thereto. <Amended on May 20, 2020>

**Article 46 (Appointment of External Auditor)** The Company shall appoint an external auditor by obtaining approval from the audit committee pursuant to the provisions of the Act on External Audit of Stock Companies, and report the foregoing to the annual meeting of shareholders held after such external auditor has been appointed or provide notice or public notice thereon to the shareholders.

[Newly established on May 20, 2020]

**Article 47 (Appropriation of Earnings)** The Company shall dispose of the unappropriated retained earnings of each business year in the following order of priority:

1. Earned surplus reserves;

2. Other statutory reserves;
3. Dividends;
4. Discretionary reserves; and
5. Other appropriation of retained earnings

#### **Article 48 (Dividends)**

- ① Dividends shall be determined by a resolution of a general meeting of shareholders; provided, however, that if the financial statements are approved by the Board of Directors under Article 45(5) hereof, dividends shall be determined by a resolution of the Board of Directors. [Newly Established on May 20, 2020]
- ② Dividends may be paid in either cash or stock
- ③ The dividends shall be paid to the shareholders or pledgees whose names appear or are duly registered in the list of shareholders as of the end of each business year.
- ④ Dividends shall be paid within one (1) month after approval or resolution thereof. Provided, That this shall not apply where the date of the payment of dividends is determined otherwise by a general meeting of shareholders or the board of directors. [Newly Established on May 20, 2020]

#### **Article 49 (Interim Dividends)**

- ① The Company may pay interim dividends, only one (1) time during a business year by fixing the date by the resolution of the Board of Directors, to its shareholders whose names appear or are duly registered in the list of shareholders as of such date in cash or stock.
- ② Interim dividends in the Paragraph 1 shall be paid by the resolution of the Board of Directors.

#### **Article 50 (Statute of Limitation to the Claim for Dividends)**

If a claim for dividends has not been exercised for five (5) years, the statute of limitation applicable thereto shall expire, and the dividends with respect to which the statute of limitation has expired shall become vested in the Company. <Amended on May 20, 2020>

### **CHAPTER VIII SUPPLEMENTARY PROVISIONS**

**Article 51 (Company Rules)** The Company may adopt, with the approval of the Board of Directors, the Company's rules and other regulations that may be required for the administration of its affairs. [Newly established on May 11, 2017]

**Article 52 (Miscellaneous Provisions)** Matters not specifically provided for herein shall be determined in conformity with resolutions adopted at the Board of Directors Meeting or the general meeting of shareholders of this Company, or with the relevant provisions of the Commercial Act of the Republic of Korea, as the case may be. [Newly established on May 11, 2017]

**Addendum <December 18, 2007> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on December 18, 2007.

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**Addendum <September 10, 2010> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on September 10, 2010.

**Addendum <August, 8, 2011> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on August, 8, 2011.

**Addendum <December 7, 2011> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on December 7, 2011.

**Addendum <June 24, 2014> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on June 24, 2014.

**Addendum <May 2, 2016> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on May 2, 2016.

**Addendum <September 1, 2016> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on September 1, 2016.

**Addendum <April 11, 2017> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on May 12, 2017. (Upon completion of registration)

**Addendum <May 11, 2017> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on May 12, 2017.

**Addendum <March 27, 2019> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on March 27, 2019, the date approved by the ordinary general meeting of shareholders; provided, however, that the amendment to Articles 10, 12, 14, 16-2 and 17 shall be effective on September 1, 2019, the effective date of Enforcement Decree of the Act on Electronic Registration of Stocks, Bonds, etc.

**Addendum <Nov 22, 2019> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on Nov 27, 2019, the date approved by the extraordinary general meeting of shareholders; provided, however, that the amendment to Article 5 shall be effective upon the completion of the Company's website renewal.

**Addendum <May 20, 2020> Article 1 (Effective Date)** These Articles of Incorporation shall be effective on May 20, 2020.

**DEPOSIT AGREEMENT**

by and among

**DOUBLEDOWN INTERACTIVE CO., LTD.**

and

**CITIBANK, N.A.,**  
as Depositary,

and

**THE HOLDERS AND BENEFICIAL OWNERS OF  
AMERICAN DEPOSITARY SHARES  
ISSUED HEREUNDER**

Dated as of **[date]**, 2021

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## DEPOSIT AGREEMENT

**DEPOSIT AGREEMENT**, dated as of \_\_\_\_\_, 2021, by and among (i) DOUBLEDOWN INTERACTIVE CO., LTD., a company organized under the laws of the Republic of Korea, and its successors (the "Company"), (ii) CITIBANK, N.A., a national banking association organized under the laws of the United States of America ("Citibank") acting in its capacity as depositary, and any successor depositary hereunder (Citibank in such capacity, the "Depositary"), and (iii) all Holders and Beneficial Owners of American Depositary Shares issued hereunder (all such capitalized terms as hereinafter defined).

### WITNESSETH THAT:

**WHEREAS**, the Company desires to establish with the Depositary an ADR facility to provide *inter alia* for the deposit of the Shares (as hereinafter defined) and the creation of American Depositary Shares representing the Shares so deposited and for the execution and Delivery (as hereinafter defined) of American Depositary Receipts (as hereinafter defined) evidencing such American Depositary Shares; and

**WHEREAS**, the Depositary is willing to act as the Depositary for such ADR facility upon the terms set forth in the Deposit Agreement (as hereinafter defined); and

**WHEREAS**, any American Depositary Receipts issued pursuant to the terms of the Deposit Agreement are to be substantially in the form of Exhibit A attached hereto, with appropriate insertions, modifications and omissions, as hereinafter provided in the Deposit Agreement; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

All capitalized terms used, but not otherwise defined, herein shall have the meanings set forth below, unless otherwise clearly indicated:

**Section 1.1 "ADS Record Date"** shall have the meaning given to such term in Section 4.9.

**Section 1.2 "Affiliate"** shall have the meaning assigned to such term by the Commission (as hereinafter defined) under Regulation C promulgated under the Securities Act (as hereinafter defined), or under any successor regulation thereto.

**Section 1.3 "American Depositary Receipt(s)", "ADR(s)" and "Receipt(s)"** shall mean the certificate(s) issued by the Depositary to evidence the American Depositary Shares issued under the terms of the Deposit Agreement in the form of Certificated ADS(s) (as hereinafter defined), as such ADRs may be amended from time to time in accordance with the provisions of the Deposit Agreement. An ADR may evidence any number of ADSs and may, in the case of ADSs held through a central depository such as DTC, be in the form of a "Balance Certificate."

**Section 1.4 “American Depositary Share(s)” and “ADS(s)”** shall mean the rights and interests in the Deposited Property (as hereinafter defined) granted to the Holders and Beneficial Owners pursuant to the terms and conditions of the Deposit Agreement and, if issued as Certificated ADS(s) (as hereinafter defined), the ADR(s) issued to evidence such ADSs. ADS(s) may be issued under the terms of the Deposit Agreement in the form of (a) Certificated ADS(s) (as hereinafter defined), in which case the ADS(s) are evidenced by ADR(s), or (b) Uncertificated ADS(s) (as hereinafter defined), in which case the ADS(s) are not evidenced by ADR(s) but are reflected on the direct registration system maintained by the Depository for such purposes under the terms of Section 2.13 . Unless otherwise specified in the Deposit Agreement or in any ADR, or unless the context otherwise requires, any reference to ADS(s) shall include Certificated ADS(s) and Uncertificated ADS(s), individually or collectively, as the context may require. Each ADS shall represent the right to receive, and to exercise the beneficial ownership interests in, the number of Shares specified in the form of ADR attached hereto as Exhibit A (as amended from time to time) that are on deposit with the Depository and/or the Custodian, subject, in each case, to the terms and conditions of the Deposit Agreement and the applicable ADR (if issued as a Certificated ADS), until there shall occur a distribution upon Deposited Securities referred to in Section 4.2 or a change in Deposited Securities referred to in Section 4.11 with respect to which additional ADSs are not issued, and thereafter each ADS shall represent the right to receive, and to exercise the beneficial ownership interests in, the applicable Deposited Property on deposit with the Depository and the Custodian determined in accordance with the terms of such Sections, subject, in each case, to the terms and conditions of the Deposit Agreement and the applicable ADR (if issued as a Certificated ADS). In addition, the ADS(s)-to-Share(s) ratio is subject to amendment as provided in Articles IV and VI of the Deposit Agreement (which may give rise to Depository fees).

**Section 1.5 “Beneficial Owner”** shall mean, as to any ADS, any person or entity having a beneficial interest deriving from the ownership of such ADS. Notwithstanding anything else contained in the Deposit Agreement, any ADR(s) or any other instruments or agreements relating to the ADSs and the corresponding Deposited Property, the Depository, the Custodian and their respective nominees are intended to be, and shall at all times during the term of the Deposit Agreement be, the record holders only of the Deposited Property represented by the ADSs for the benefit of the Holders and Beneficial Owners of the corresponding ADSs. The Depository, on its own behalf and on behalf of the Custodian and their respective nominees, disclaims any beneficial ownership interest in the Deposited Property held on behalf of the Holders and Beneficial Owners of ADSs. The beneficial ownership interests in the Deposited Property are intended to be, and shall at all times during the term of the Deposit Agreement continue to be, vested in the Beneficial Owners of the ADSs representing the Deposited Property. The beneficial ownership interests in the Deposited Property shall, unless otherwise agreed by the Depository, be exercisable by the Beneficial Owners of the ADSs only through the Holders of such ADSs, by the Holders of the ADSs (on behalf of the applicable Beneficial Owners) only through the Depository, and by the Depository (on behalf of the Holders and Beneficial Owners of the corresponding ADSs) directly, or indirectly through the Custodian or their respective nominees, in each case upon the terms of the Deposit Agreement and, if applicable, the terms of the ADR(s) evidencing the ADSs. A Beneficial Owner of ADSs may or may not be the Holder of such ADSs. A Beneficial Owner shall be able to exercise any right or receive any benefit hereunder solely through the person who is the Holder of the ADSs owned by such Beneficial Owner. Unless otherwise identified to the Depository, a Holder shall be deemed to be the Beneficial Owner of all the ADSs registered in his/her/its name. The manner in which a Beneficial Owner holds ADSs (e.g., in a brokerage account vs. as registered holder) may affect the rights and obligations of, the manner in which, and the extent to which, services are made available to, Beneficial Owners pursuant to the terms of the Deposit Agreement.

**Section 1.6 “Certificated ADS(s)”** shall have the meaning set forth in Section 2.13.

**Section 1.7 “Citibank”** shall mean Citibank, N.A., a national banking association organized under the laws of the United States of America, and its successors.

**Section 1.8 “Commission”** shall mean the Securities and Exchange Commission of the United States or any successor governmental agency thereto in the United States.

**Section 1.9 “Company”** shall mean DOUBLEDOWN INTERACTIVE CO., LTD., a company incorporated and existing under the laws of the Republic of Korea, and its successors.

**Section 1.10 “CSD”** shall mean any institution authorized under applicable law to effect book-entry transfers of securities, which may include Korea Securities Depository.

**Section 1.11 “Custodian”** shall mean (i) as of the date hereof, Korea Securities Depository having its principal office at 34-6 Yoido-Dong, Youngdeungpo-Ga, Seoul, 150-948 Korea, as the custodian of Deposited Property for the purposes of the Deposit Agreement, (ii) Citibank, N.A., acting as custodian of Deposited Property pursuant to the Deposit Agreement, and (iii) any other entity that may be appointed by the Depository pursuant to the terms of Section 5.5 as successor, substitute or additional custodian hereunder. The term “Custodian” shall mean any Custodian individually or all Custodians collectively, as the context requires.

**Section 1.12 “Deliver” and “Delivery”** shall mean (x) *when used in respect of Shares and other Deposited Securities*, either (i) the physical delivery of the certificate(s) representing such securities, or (ii) the book-entry transfer and recordation of such securities on the books of the Share Registrar (as hereinafter defined) or in the book-entry settlement of CSD, and (y) *when used in respect of ADSs*, either (i) the physical delivery of ADR(s) evidencing the ADSs, or (ii) the book-entry transfer and recordation of ADSs on the books of the Depository or any book-entry settlement system in which the ADSs are settlement-eligible.

**Section 1.13 “Deposit Agreement”** shall mean this Deposit Agreement and all exhibits hereto, as the same may from time to time be amended and supplemented from time to time in accordance with the terms of the Deposit Agreement.

**Section 1.14 “Depository”** shall mean Citibank, N.A., a national banking association organized under the laws of the United States, in its capacity as depository under the terms of the Deposit Agreement, and any successor depository hereunder.

**Section 1.15 “Deposited Property”** shall mean the Deposited Securities and any cash and other property held on deposit by the Depository and the Custodian in respect of the ADSs under the terms of the Deposit Agreement, subject, in the case of cash, to the provisions of Section 4.8. All Deposited Property shall be held by the Custodian, the Depository and their respective nominees for the benefit of the Holders and Beneficial Owners of the ADSs representing the Deposited Property. The Deposited Property is not intended to, and shall not, constitute proprietary assets of the Depository, the Custodian or their nominees. Beneficial ownership in the Deposited Property is intended to be, and shall at all times during the term of the Deposit Agreement continue to be, vested in the Beneficial Owners of the ADSs representing the Deposited Property.

**Section 1.16 “Deposited Securities”** shall mean the Shares and any other securities held on deposit by the Custodian from time to time in respect of the ADSs under the Deposit Agreement and constituting Deposited Property.

**Section 1.17 “Dollars”** and “**\$**” shall refer to the lawful currency of the United States.

**Section 1.18 “DTC”** shall mean The Depository Trust Company, a national clearinghouse and the central book-entry settlement system for securities traded in the United States and, as such, the custodian for the securities of DTC Participants (as hereinafter defined) maintained in DTC, and any successor thereto.

**Section 1.19 “DTC Participant”** shall mean any financial institution (or any nominee of such institution) having one or more participant accounts with DTC for receiving, holding and delivering the securities and cash held in DTC. A DTC Participant may or may not be a Beneficial Owner. If a DTC Participant is not the Beneficial Owner of the ADSs credited to its account at DTC, or of the ADSs in respect of which the DTC Participant is otherwise acting, such DTC Participant shall be deemed, for all purposes hereunder, to have all requisite authority to act on behalf of the Beneficial Owner(s) of the ADSs credited to its account at DTC or in respect of which the DTC Participant is so acting. A DTC Participant, upon acceptance in any one of its DTC accounts of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the Deposit Agreement, shall (notwithstanding any explicit or implicit disclosure that it may be acting on behalf of another party) be deemed for all purposes to be a party to, and bound by, the terms of the Deposit Agreement and the applicable ADR(s) to the same extent as, and as if the DTC Participant were, the Holder of such ADSs.

**Section 1.20 “Exchange Act”** shall mean the United States Securities Exchange Act of 1934, as amended from time to time.

**Section 1.21 “Foreign Currency”** shall mean any currency other than Dollars.

**Section 1.22 “Full Entitlement ADR(s)”, “Full Entitlement ADS(s)” and “Full Entitlement Share(s)”** shall have the respective meanings set forth in Section 2.12.

**Section 1.23 “Holder(s)”** shall mean the person(s) in whose name the ADSs are registered on the books of the Depository (or the Registrar, if any) maintained for such purpose. A Holder may or may not be a Beneficial Owner. If a Holder is not the Beneficial Owner of the ADS(s) registered in its name, such person shall be deemed, for all purposes hereunder, to have all requisite authority to act on behalf of the Beneficial Owners of the ADSs registered in its name. The manner in which a Holder holds ADSs (e.g., in certificated vs. uncertificated form) may affect the rights and obligations of, and the manner in which, and the extent to which, the services are made available to, Holders pursuant to the terms of the Deposit Agreement.

**Section 1.24 “Partial Entitlement ADR(s)”, “Partial Entitlement ADS(s)” and “Partial Entitlement Share(s)”** shall have the respective meanings set forth in Section 2.12.

**Section 1.25 “Principal Office”** shall mean, when used with respect to the Depositary, the principal office of the Depositary at which at any particular time its depositary receipts business shall be administered, which, at the date of the Deposit Agreement, is located at 388 Greenwich Street, New York, New York 10013, U.S.A.

**Section 1.26 “Registrar”** shall mean the Depositary or any bank or trust company having an office in the Borough of Manhattan, The City of New York, which shall be appointed by the Depositary to register issuances, transfers and cancellations of ADSs as herein provided, and shall include any co-registrar appointed by the Depositary for such purposes. Registrars (other than the Depositary) may be removed and substitutes appointed by the Depositary. Each Registrar (other than the Depositary) appointed pursuant to the Deposit Agreement shall be required to give notice in writing to the Depositary accepting such appointment and agreeing to be bound by the applicable terms of the Deposit Agreement.

**Section 1.27 “Restricted Securities”** shall mean Shares, Deposited Securities or ADSs which (i) have been acquired directly or indirectly from the Company or any of its Affiliates in a transaction or chain of transactions not involving any public offering and are subject to resale limitations under the Securities Act or the rules issued thereunder, or (ii) are held by an executive officer or director (or persons performing similar functions) or other Affiliate of the Company, or (iii) are subject to other restrictions on sale or deposit under the laws of the United States, Korea, or under a shareholder agreement or the Articles of Association of the Company or under the regulations of an applicable securities exchange unless, in each case, such Shares, Deposited Securities or ADSs are being transferred or sold to persons other than an Affiliate of the Company in a transaction (a) covered by an effective resale registration statement, or (b) exempt from the registration requirements of the Securities Act (as hereinafter defined), and the Shares, Deposited Securities or ADSs are not, when held by such person(s), Restricted Securities.

**Section 1.28 “Restricted ADR(s)”, “Restricted ADS(s)” and “Restricted Shares”** shall have the respective meanings set forth in Section 2.14.

**Section 1.29 “Securities Act”** shall mean the United States Securities Act of 1933, as amended from time to time.

**Section 1.30 “Share Registrar”** shall mean Korea Securities Depository or any other institution organized under the laws of Korea appointed by the Company from time to time to carry out the duties of registrar for the Shares, and any successor thereto.

**Section 1.31 “Shares”** shall mean the Company’s common shares, par value KRW 10,000 per share, validly issued and outstanding and fully paid and may, if the Depository so agrees after consultation with the Company, include evidence of the right to receive Shares; provided that in no event shall Shares include evidence of the right to receive Shares with respect to which the full purchase price has not been paid or Shares as to which preemptive rights have theretofore not been validly waived or exercised; provided further, however, that, if there shall occur any change in par value, split up, consolidation, reclassification, exchange, conversion or any other event described in Section 4.11 in respect of the Shares of the Company, the term “Shares” shall thereafter, to the maximum extent permitted by law, represent the successor securities resulting from such event.

**Section 1.32 “Uncertificated ADS(s)”** shall have the meaning set forth in Section 2.13.

**Section 1.33 “United States”** and **“U.S.”** shall have the meaning assigned to it in Regulation S as promulgated by the Commission under the Securities Act.

**Section 1.34 “Won”** shall mean the lawful currency of the Republic of Korea.

## ARTICLE II

### APPOINTMENT OF DEPOSITARY; FORM OF RECEIPTS; DEPOSIT OF SHARES; EXECUTION AND DELIVERY, TRANSFER AND SURRENDER OF RECEIPTS

**Section 2.1 Appointment of Depositary.** The Company hereby appoints the Depository as depositary for the Deposited Property and hereby authorizes and directs the Depository to act in accordance with the terms and conditions set forth in the Deposit Agreement and the applicable ADRs. Each Holder and each Beneficial Owner, upon acceptance of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the Deposit Agreement shall be deemed for all purposes to (a) be a party to and bound by the terms of the Deposit Agreement and the applicable ADR(s), and (b) appoint the Depository its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depository in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof.

#### **Section 2.2 Form and Transferability of ADSs.**

**(a) Form.** Certificated ADSs shall be evidenced by definitive ADRs which shall be engraved, printed, lithographed or produced in such other manner as may be agreed upon by the Company and the Depository. ADRs may be issued under the Deposit Agreement in denominations of any whole number of ADSs. The ADRs shall be substantially in the form set forth in Exhibit A to the Deposit Agreement, with any appropriate insertions, modifications and omissions, in each case as otherwise contemplated in the Deposit Agreement or required by law. ADRs shall be (i) dated, (ii) signed by the manual or facsimile signature of a duly authorized signatory of the Depository, (iii) countersigned by the manual or facsimile signature of a duly authorized signatory of the Registrar, and (iv) registered in the books maintained by the Registrar for the registration of issuances and transfers of ADSs. No ADR and no Certificated ADS evidenced thereby shall be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depository or the Company, unless such ADR shall have been so dated, signed, countersigned and registered ADRs bearing the facsimile signature of a duly-authorized signatory of the Depository or the Registrar, who at the time of signature was a duly-authorized signatory of the Depository or the Registrar, as the case may be, shall bind the Depository, notwithstanding the fact that such signatory has ceased to be so authorized prior to the Delivery of such ADR by the Depository. The ADRs shall bear a CUSIP number that is different from any CUSIP number that was, is or may be assigned to any depositary receipts previously or subsequently issued pursuant to any other arrangement between the Depository (or any other depositary) and the Company and which are not ADRs outstanding hereunder.

**(b) Legends.** The ADRs may be endorsed with, or have incorporated in the text thereof, such legends or recitals not inconsistent with the provisions of the Deposit Agreement as may be (i) necessary to enable the Depositary and the Company to perform their respective obligations hereunder, (ii) required to comply with any applicable laws or regulations, or with the rules and regulations of any securities exchange or market upon which ADSs may be traded, listed or quoted, or to conform with any usage with respect thereto, (iii) necessary to indicate any special limitations or restrictions to which any particular ADRs or ADSs are subject by reason of the date of issuance of the Deposited Securities or otherwise, or (iv) required by any book-entry system in which the ADSs are held. Holders and Beneficial Owners shall be deemed, for all purposes, to have notice of, and to be bound by, the terms and conditions of the legends set forth, in the case of Holders, on the ADR registered in the name of the applicable Holders or, in the case of Beneficial Owners, on the ADR representing the ADSs owned by such Beneficial Owners.

**(c) Title.** Subject to the limitations contained herein and in the ADR, title to an ADR (and to each Certificated ADS evidenced thereby) shall be transferable upon the same terms as a certificated security under the laws of the State of New York, provided that, in the case of Certificated ADSs, such ADR has been properly endorsed or is accompanied by proper instruments of transfer. Notwithstanding any notice to the contrary, the Depositary and the Company may deem and treat the Holder of an ADS (that is, the person in whose name an ADS is registered on the books of the Depositary) as the absolute owner thereof for all purposes. Neither the Depositary nor the Company shall have any obligation nor be subject to any liability under the Deposit Agreement or any ADR to any holder or any Beneficial Owner unless, in the case of a holder of ADSs, such holder is the Holder registered on the books of the Depositary or, in the case of a Beneficial Owner, such Beneficial Owner, or the Beneficial Owner's representative, is the Holder registered on the books of the Depositary.



**(d) Book-Entry Systems.** The Depository shall make arrangements for the acceptance of the ADSs into DTC. All ADSs held through DTC will be registered in the name of the nominee for DTC (currently “Cede & Co.”). As such, the nominee for DTC will be the only “Holder” of all ADSs held through DTC. Unless issued by the Depository as Uncertificated ADSs, the ADSs registered in the name of Cede & Co. will be evidenced by one or more ADR(s) in the form of a “Balance Certificate,” which will provide that it represents the aggregate number of ADSs from time to time indicated in the records of the Depository as being issued hereunder and that the aggregate number of ADSs represented thereby may from time to time be increased or decreased by making adjustments on such records of the Depository and of DTC or its nominee as hereinafter provided. Citibank, N.A. (or such other entity as is appointed by DTC or its nominee) may hold the “Balance Certificate” as custodian for DTC. Each Beneficial Owner of ADSs held through DTC must rely upon the procedures of DTC and the DTC Participants to exercise or be entitled to any rights attributable to such ADSs. The DTC Participants shall for all purposes be deemed to have all requisite power and authority to act on behalf of the Beneficial Owners of the ADSs held in the DTC Participants’ respective accounts in DTC and the Depository shall for all purposes be authorized to rely upon any instructions and information given to it by DTC Participants. So long as ADSs are held through DTC or unless otherwise required by law, ownership of beneficial interests in the ADSs registered in the name of the nominee for DTC will be shown on, and transfers of such ownership will be effected only through, records maintained by (i) DTC or its nominee (with respect to the interests of DTC Participants), or (ii) DTC Participants or their nominees (with respect to the interests of clients of DTC Participants). Any distributions made, and any notices given, by the Depository to DTC under the terms of the Deposit Agreement shall (unless otherwise specified by the Depository) satisfy the Depository’s obligations under the Deposit Agreement to make such distributions, and give such notices, in respect of the ADSs held in DTC (including, for avoidance of doubt, to the DTC Participants holding the ADSs in their DTC accounts and to the Beneficial Owners of such ADSs).

**Section 2.3 Deposit of Shares.** Subject to the terms and conditions of the Deposit Agreement and applicable law, Shares or evidence of rights to receive Shares (other than Restricted Securities) may be deposited by any person (including the Depository in its individual capacity but subject, however, in the case of the Company or any Affiliate of the Company, to Section 5.7) at any time, whether or not the transfer books of the Company or the Share Registrar, if any, are closed, by Delivery of the Shares to the Custodian. Every deposit of Shares shall be accompanied by the following: (A) (i) *in the case of Shares represented by certificates issued in registered form*, appropriate instruments of transfer or endorsement, in a form satisfactory to the Custodian, (ii) *in the case of Shares represented by certificates in bearer form*, the requisite coupons and talons pertaining thereto, and (iii) *in the case of Shares delivered by book-entry transfer and recordation*, confirmation of such book-entry transfer and recordation in the books of the Share Registrar or of CSD, as applicable, to the Custodian or that irrevocable instructions have been given to cause such Shares to be so transferred and recorded, (B) such certifications and payments (including, without limitation, the Depository’s fees and related charges) and evidence of such payments (including, without limitation, stamping or otherwise marking such Shares by way of receipt) as may be required by the Depository or the Custodian in accordance with the provisions of the Deposit Agreement and applicable law, (C) if the Depository so requires, a written order directing the Depository to issue and deliver to, or upon the written order of, the person(s) stated in such order the number of ADSs representing the Shares so deposited, (D) evidence reasonably satisfactory to the Depository (which may be an opinion of counsel) that all necessary approvals have been granted by, or there has been compliance with the rules and regulations of, any applicable governmental agency in Korea, and (E) if the Depository so requires, (i) an agreement, assignment or instrument reasonably satisfactory to the Depository or the Custodian which provides for the prompt transfer by any person in whose name the Shares are or have been recorded to the Custodian of any distribution, or right to subscribe for additional Shares or to receive other property in respect of any such deposited Shares or, in lieu thereof, such indemnity or other agreement as shall be reasonably satisfactory to the Depository or the Custodian and (ii) if the Shares are registered in the name of the person on whose behalf they are presented for deposit, a proxy or proxies entitling the Custodian to exercise voting rights in respect of the Shares for any and all purposes until the Shares so deposited are registered in the name of the Depository, the Custodian or any nominee.

Without limiting any other provision of the Deposit Agreement, the Depositary shall instruct the Custodian not to, and the Depositary shall not knowingly, accept for deposit (a) any Restricted Securities (except as contemplated by Section 2.14) nor (b) any fractional Shares or fractional Deposited Securities nor (c) a number of Shares or Deposited Securities which upon application of the ADS to Shares ratio would give rise to fractional ADSs. No Shares shall be accepted for deposit unless accompanied by evidence, if any is required by the Depositary, that is reasonably satisfactory to the Depositary or the Custodian that all conditions to such deposit have been satisfied by the person depositing such Shares under the laws and regulations of Korea and any necessary approval has been granted by any applicable governmental body in Korea, if any. The Depositary may issue ADSs against evidence of rights to receive Shares from the Company, any agent of the Company or any custodian, registrar, transfer agent, clearing agency or other entity involved in ownership or transaction records in respect of the Shares. Such evidence of rights shall consist of written blanket or specific guarantees of ownership of Shares furnished by the Company or any such custodian, registrar, transfer agent, clearing agency or other entity involved in ownership or transaction records in respect of the Shares.

Without limitation of the foregoing, the Depositary shall not knowingly accept for deposit under the Deposit Agreement (A) any Shares or other securities required to be registered under the provisions of the Securities Act, unless (i) a registration statement is in effect as to such Shares or other securities or (ii) the deposit is made upon terms contemplated in Section 2.14, or (B) any Shares or other securities the deposit of which would violate any provisions of the Articles of Association of the Company. For purposes of the foregoing sentence, the Depositary shall be entitled to rely upon representations and warranties made or deemed made pursuant to the Deposit Agreement and shall not be required to make any further investigation. The Depositary will comply with written instructions of the Company (received by the Depositary reasonably in advance) not to accept for deposit hereunder any Shares identified in such instructions at such times and under such circumstances as may reasonably be specified in such instructions in order to facilitate the Company's compliance with the securities laws of the United States.

Each of the Depositary and the Custodian shall refuse to accept Shares for deposit whenever it has been notified, as hereafter provided, that the Company has restricted transfer of such Shares to comply with the ownership restrictions referred to in Section 3.5, that such deposit would result in any violation of applicable laws, or the Company's Articles of Incorporation, or that such deposit would cause the total number of Shares deposited to exceed a level from time to time determined by the Company. The Company shall notify the Depositary and the Custodian in writing with respect to any such restrictions on transfer of its Shares for deposit hereunder.

**Section 2.4 Registration and Safekeeping of Deposited Securities.** The Depository shall instruct the Custodian upon each Delivery of registered Shares being deposited hereunder with the Custodian (or other Deposited Securities pursuant to Article IV hereof), together with the other documents above specified, to present such Shares, together with the appropriate instrument(s) of transfer or endorsement, duly stamped, to the Share Registrar for transfer and registration of the Shares (as soon as transfer and registration can be accomplished and at the expense of the person for whom the deposit is made) in the name of the Depository, the Custodian or a nominee of either. Deposited Securities shall be held by the Depository, or by a Custodian for the account and to the order of the Depository or a nominee of the Depository, in each case, on behalf of the Holders and Beneficial Owners, at such place(s) as the Depository or the Custodian shall determine. Notwithstanding anything else contained in the Deposit Agreement, any ADR(s), or any other instruments or agreements relating to the ADSs and the corresponding Deposited Property, the registration of the Deposited Securities in the name of the Depository, the Custodian or any of their respective nominees, shall, to the maximum extent permitted by applicable law, vest in the Depository, the Custodian or the applicable nominee the record ownership in the applicable Deposited Securities with the beneficial ownership rights and interests in such Deposited Securities being at all times vested with the Beneficial Owners of the ADSs representing the Deposited Securities. Notwithstanding the foregoing, the Depository, the Custodian and the applicable nominee shall at all times be entitled to exercise the beneficial ownership rights in all Deposited Property, in each case only on behalf of the Holders and Beneficial Owners of the ADSs representing the Deposited Property, upon the terms set forth in the Deposit Agreement and, if applicable, the ADR(s) representing the ADSs. The Depository, the Custodian and their respective nominees shall for all purposes be deemed to have all requisite power and authority to act in respect of Deposited Property on behalf of the Holders and Beneficial Owners of ADSs representing the Deposited Property, and upon making payments to, or acting upon instructions from, or information provided by, the Depository, the Custodian or their respective nominees all persons shall be authorized to rely upon such power and authority.

**Section 2.5 Issuance of ADSs.** The Depository has made arrangements with the Custodian for the Custodian to confirm to the Depository upon receipt of a deposit of Shares (i) that a deposit of Shares has been made pursuant to Section 2.3, (ii) that such Deposited Securities have been recorded in the name of the Depository, the Custodian or a nominee of either on the shareholders' register maintained by or on behalf of the Company by the Share Registrar or on the books of CSD, (iii) that all required documents have been received, and (iv) the person(s) to whom or upon whose order ADSs are deliverable in respect thereof and the number of ADSs to be so delivered. Such notification may be made by letter, cable, telex, SWIFT message or, at the risk and expense of the person making the deposit, by facsimile or other means of electronic transmission. Upon receiving such notice from the Custodian, the Depository, subject to the terms and conditions of the Deposit Agreement and applicable law, shall issue the ADSs representing the Shares so deposited to or upon the order of the person(s) named in the notice delivered to the Depository and, if applicable, shall execute and deliver at its Principal Office Receipt(s) registered in the name(s) requested by such person(s) and evidencing the aggregate number of ADSs to which such person(s) is/are entitled, but, in each case, only upon payment to the Depository of the charges of the Depository for accepting a deposit of Shares and issuing ADSs (as set forth in Section 5.9 and **Exhibit B** hereto) and all taxes and governmental charges and fees payable in connection with such deposit and the transfer of the Shares and the issuance of the ADS(s). The Depository shall only issue ADSs in whole numbers and deliver, if applicable, ADR(s) evidencing whole numbers of ADSs.

## **Section 2.6 Transfer, Combination and Split-up of ADRs.**

**(a) Transfer.** The Registrar shall register the transfer of ADRs (and of the ADSs represented thereby) on the books maintained for such purpose and the Depositary shall (x) cancel such ADRs and execute new ADRs evidencing the same aggregate number of ADSs as those evidenced by the ADRs canceled by the Depositary, (y) cause the Registrar to countersign such new ADRs and (z) Deliver such new ADRs to or upon the order of the person entitled thereto, if each of the following conditions has been satisfied: (i) the ADRs have been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a transfer thereof, (ii) the surrendered ADRs have been properly endorsed or are accompanied by proper instruments of transfer (including signature guarantees in accordance with standard securities industry practice), (iii) the surrendered ADRs have been duly stamped (if required by the laws of the State of New York or of the United States), and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 and Exhibit B hereto) have been paid, *subject, however, in each case*, to the terms and conditions of the applicable ADRs, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

**(b) Combination & Split-Up.** The Registrar shall register the split-up or combination of ADRs (and of the ADSs represented thereby) on the books maintained for such purpose and the Depositary shall (x) cancel such ADRs and execute new ADRs for the number of ADSs requested, but in the aggregate not exceeding the number of ADSs evidenced by the ADRs canceled by the Depositary, (y) cause the Registrar to countersign such new ADRs and (z) Deliver such new ADRs to or upon the order of the Holder thereof, if each of the following conditions has been satisfied: (i) the ADRs have been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a split-up or combination thereof, and (ii) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 and Exhibit B hereto) have been paid, *subject, however, in each case*, to the terms and conditions of the applicable ADRs, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

**Section 2.7 Surrender of ADSs and Withdrawal of Deposited Securities.** The Holder of ADSs shall be entitled to Delivery (at the Custodian's designated office) of the Deposited Securities at the time represented by the ADSs upon satisfaction of each of the following conditions: (i) the Holder (or a duly-authorized attorney of the Holder) has duly Delivered ADSs to the Depositary at its Principal Office (and if applicable, the ADRs evidencing such ADSs) for the purpose of withdrawal of the Deposited Securities represented thereby, (ii) if applicable and so required by the Depositary, the ADRs Delivered to the Depositary for such purpose have been properly endorsed in blank or are accompanied by proper instruments of transfer in blank (including signature guarantees in accordance with standard securities industry practice), (iii) if so required by the Depositary, the Holder of the ADSs has executed and delivered to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be Delivered to or upon the written order of the person(s) designated in such order, and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 and Exhibit B) have been paid, *subject, however, in each case*, to the terms and conditions of the ADRs evidencing the surrendered ADSs, of the Deposit Agreement, of the Company's Articles of Association and of any applicable laws and the rules of CSD, and to any provisions of or governing the Deposited Securities, in each case as in effect at the time thereof.

Upon satisfaction of each of the conditions specified above, the Depository (i) shall cancel the ADSs Delivered to it (and, if applicable, the ADR(s) evidencing the ADSs so Delivered), (ii) shall direct the Registrar to record the cancellation of the ADSs so Delivered on the books maintained for such purpose, and (iii) shall direct the Custodian to Deliver, or cause the Delivery of, in each case, without unreasonable delay, the Deposited Securities represented by the ADSs so canceled together with any certificate or other document of title for the Deposited Securities, or evidence of the electronic transfer thereof (if available), as the case may be, to or upon the written order of the person(s) designated in the order delivered to the Depository for such purpose, *subject however, in each case*, to the terms and conditions of the Deposit Agreement, of the ADRs evidencing the ADSs so canceled, of the Articles of Association of the Company, of any applicable laws and of the rules of CSD, and to the terms and conditions of or governing the Deposited Securities, in each case as in effect at the time thereof.

The Depository shall not accept for surrender ADSs representing less than one (1) Share. In the case of Delivery to it of ADSs representing a number other than a whole number of Shares, the Depository shall cause ownership of the appropriate whole number of Shares to be Delivered in accordance with the terms hereof, and shall, at the discretion of the Depository, either (i) return to the person surrendering such ADSs the number of ADSs representing any remaining fractional Share, or (ii) sell or cause to be sold the fractional Share represented by the ADSs so surrendered and remit the proceeds of such sale (net of (a) applicable fees and charges of, and expenses incurred by, the Depository and (b) taxes withheld) to the person surrendering the ADSs.

Notwithstanding anything else contained in any ADR or the Deposit Agreement, the Depository may make delivery at the Principal Office of the Depository of Deposited Property consisting of (i) any cash dividends or cash distributions, or (ii) any proceeds from the sale of any non-cash distributions, which are at the time held by the Depository in respect of the Deposited Securities represented by the ADSs surrendered for cancellation and withdrawal. At the request, risk and expense of any Holder so surrendering ADSs, and for the account of such Holder, the Depository shall direct the Custodian to forward (to the extent permitted by law) any Deposited Property (other than Deposited Securities) held by the Custodian in respect of such ADSs to the Depository for delivery at the Principal Office of the Depository. Such direction shall be given by letter or, at the request, risk and expense of such Holder, by cable, telex or facsimile transmission.

**Section 2.8 Limitations on Execution and Delivery, Transfer, etc. of ADSs; Suspension of Delivery, Transfer, etc.**

**(a) Additional Requirements.** As a condition precedent to the execution and Delivery, the registration of issuance, transfer, split-up, combination or surrender, of any ADS, the delivery of any distribution thereon, or the withdrawal of any Deposited Property, the Depositary or the Custodian may require (i) payment from the depositor of Shares or presenter of ADSs or of an ADR of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees and charges of the Depositary as provided in Section 5.9 and Exhibit B, (ii) the production of proof satisfactory to it as to the identity and genuineness of any signature or any other matter contemplated by Section 3.1, and (iii) compliance with (A) any laws or governmental regulations relating to the execution and Delivery of ADRs or ADSs or to the withdrawal of Deposited Securities and (B) such reasonable regulations as the Depositary and the Company may establish consistent with the provisions of the representative ADR, if applicable, the Deposit Agreement and applicable law.

**(b) Additional Limitations.** The issuance of ADSs against deposits of Shares generally or against deposits of particular Shares may be suspended, or the deposit of particular Shares may be refused, or the registration of transfer of ADSs in particular instances may be refused, or the registration of transfers of ADSs generally may be suspended, during any period when the transfer books of the Company, the Depositary, a Registrar or the Share Registrar are closed or if any such action is deemed necessary or advisable by the Depositary or the Company, in good faith, at any time or from time to time because of any requirement of law or regulation, any government or governmental body or commission or any securities exchange on which the ADSs or Shares are listed, or under any provision of the Deposit Agreement or the representative ADR(s), if applicable, or under any provision of, or governing, the Deposited Securities, or because of a meeting of shareholders of the Company or for any other reason, subject, in all cases, to Section 7.8(a).

**(c) Regulatory Restrictions.** Notwithstanding any provision of the Deposit Agreement or any ADR(s) to the contrary, Holders are entitled to surrender outstanding ADSs to withdraw the Deposited Securities associated herewith at any time subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the ADSs or to the withdrawal of the Deposited Securities, and (iv) other circumstances specifically contemplated by Instruction I.A.(1) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time).

**Section 2.9 Lost ADRs, etc.** In case any ADR shall be mutilated, destroyed, lost, or stolen, the Depository shall execute and deliver a new ADR of like tenor at the expense of the Holder (a) *in the case of a mutilated ADR*, in exchange of and substitution for such mutilated ADR upon cancellation thereof, or (b) *in the case of a destroyed, lost or stolen ADR*, in lieu of and in substitution for such destroyed, lost, or stolen ADR, after the Holder thereof (i) has submitted to the Depository a written request for such exchange and substitution before the Depository has notice that the ADR has been acquired by a bona fide purchaser, (ii) has provided such security or indemnity (including an indemnity bond) as may be required by the Depository to save it and any of its agents harmless, and (iii) has satisfied any other reasonable requirements imposed by the Depository, including, without limitation, evidence reasonably satisfactory to the Depository of such destruction, loss or theft of such ADR, the authenticity thereof and the Holder's ownership thereof.

**Section 2.10 Cancellation and Destruction of Surrendered ADRs; Maintenance of Records.** All ADRs surrendered to the Depository shall be canceled by the Depository. Canceled ADRs shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable against the Depository for any purpose. The Depository is authorized to destroy ADRs so canceled, provided the Depository maintains a record of all destroyed ADRs. Any ADSs held in book-entry form (*e.g.*, through accounts at DTC) shall be deemed canceled when the Depository causes the number of ADSs evidenced by the Balance Certificate to be reduced by the number of ADSs surrendered (without the need to physically destroy the Balance Certificate).

**Section 2.11 Escheatment.** In the event any unclaimed property relating to the ADSs, for any reason, is in the possession of Depository and has not been claimed by the Holder thereof or cannot be delivered to the Holder thereof through usual channels, the Depository shall, upon expiration of any applicable statutory period relating to abandoned property laws, escheat such unclaimed property to the relevant authorities in accordance with the laws of each of the relevant States of the United States.

**Section 2.12 Partial Entitlement ADSs.** In the event any Shares are deposited which (i) entitle the holders thereof to receive a per-share distribution or other entitlement in an amount different from the Shares then on deposit or (ii) are not fully fungible (including, without limitation, as to settlement or trading) with the Shares then on deposit (the Shares then on deposit collectively, "Full Entitlement Shares" and the Shares with different entitlement, "Partial Entitlement Shares"), the Depository shall (i) cause the Custodian to hold Partial Entitlement Shares separate and distinct from Full Entitlement Shares, and (ii) subject to the terms of the Deposit Agreement, issue ADSs representing Partial Entitlement Shares which are separate and distinct from the ADSs representing Full Entitlement Shares, by means of separate CUSIP numbering and legending (if necessary) and, if applicable, by issuing ADRs evidencing such ADSs with applicable notations thereon ("Partial Entitlement ADSs/ADRs" and "Full Entitlement ADSs/ADRs", respectively). If and when Partial Entitlement Shares become Full Entitlement Shares, the Depository shall (a) give notice thereof to Holders of Partial Entitlement ADSs and give Holders of Partial Entitlement ADRs the opportunity to exchange such Partial Entitlement ADRs for Full Entitlement ADRs, (b) cause the Custodian to transfer the Partial Entitlement Shares into the account of the Full Entitlement Shares, and (c) take such actions as are necessary to remove the distinctions between (i) the Partial Entitlement ADRs and ADSs, on the one hand, and (ii) the Full Entitlement ADRs and ADSs on the other. Holders and Beneficial Owners of Partial Entitlement ADSs shall only be entitled to the entitlements of Partial Entitlement Shares. Holders and Beneficial Owners of Full Entitlement ADSs shall be entitled only to the entitlements of Full Entitlement Shares. All provisions and conditions of the Deposit Agreement shall apply to Partial Entitlement ADRs and ADSs to the same extent as Full Entitlement ADRs and ADSs, except as contemplated by this Section 2.12. The Depository is authorized to take any and all other actions as may be necessary (including, without limitation, making the necessary notations on ADRs) to give effect to the terms of this Section 2.12. The Company agrees to give reasonably timely written notice to the Depository if any Shares issued or to be issued are Partial Entitlement Shares and shall assist the Depository with the establishment of procedures enabling the identification of Partial Entitlement Shares upon Delivery to the Custodian.

**Section 2.13 Certificated/Uncertificated ADSs.** Notwithstanding any other provision of the Deposit Agreement, the Depositary may, at any time and from time to time, issue ADSs that are not evidenced by ADRs (such ADSs, the “Uncertificated ADS(s)”) and the ADS(s) evidenced by ADR(s), the “Certificated ADS(s)”). When issuing and maintaining Uncertificated ADS(s) under the Deposit Agreement, the Depositary shall at all times be subject to (i) the standards applicable to registrars and transfer agents maintaining direct registration systems for equity securities in New York and issuing uncertificated securities under New York law, and (ii) the terms of New York law applicable to uncertificated equity securities. Uncertificated ADSs shall not be represented by any instruments but shall be evidenced by registration in the books of the Depositary maintained for such purpose. Holders of Uncertificated ADSs, that are not subject to any registered pledges, liens, restrictions or adverse claims of which the Depositary has notice at such time, shall at all times have the right to exchange the Uncertificated ADS(s) for Certificated ADS(s) of the same type and class, subject in each case to (x) applicable laws and any rules and regulations the Depositary may have established in respect of the Uncertificated ADSs, and (y) the continued availability of Certificated ADSs in the U.S. Holders of Certificated ADSs shall, if the Depositary maintains a direct registration system for the ADSs, have the right to exchange the Certificated ADSs for Uncertificated ADSs upon (i) the due surrender of the Certificated ADS(s) to the Depositary for such purpose and (ii) the presentation of a written request to that effect to the Depositary, subject in each case to (a) all liens and restrictions noted on the ADR evidencing the Certificated ADS(s) and all adverse claims of which the Depositary then has notice, (b) the terms of the Deposit Agreement and the rules and regulations that the Depositary may establish for such purposes hereunder, (c) applicable law, and (d) payment of the Depositary fees and expenses applicable to such exchange of Certificated ADS(s) for Uncertificated ADS(s). Uncertificated ADSs shall in all material respects be identical to Certificated ADS(s) of the same type and class, except that (i) no ADR(s) shall be, or shall need to be, issued to evidence Uncertificated ADS(s), (ii) Uncertificated ADS(s) shall, subject to the terms of the Deposit Agreement, be transferable upon the same terms and conditions as uncertificated securities under New York law, (iii) the ownership of Uncertificated ADS(s) shall be recorded on the books of the Depositary maintained for such purpose and evidence of such ownership shall be reflected in periodic statements provided by the Depositary to the Holder(s) in accordance with applicable New York law, (iv) the Depositary may from time to time, upon notice to the Holders of Uncertificated ADSs affected thereby, establish rules and regulations, and amend or supplement existing rules and regulations, as may be deemed reasonably necessary to maintain Uncertificated ADS(s) on behalf of Holders, provided that (a) such rules and regulations do not conflict with the terms of the Deposit Agreement and applicable law, and (b) the terms of such rules and regulations are readily available to Holders upon request, (v) the Uncertificated ADS(s) shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depositary or the Company unless such Uncertificated ADS(s) is/are registered on the books of the Depositary maintained for such purpose, (vi) the Depositary may, in connection with any deposit of Shares resulting in the issuance of Uncertificated ADSs and with any transfer, pledge, release and cancellation of Uncertificated ADSs, require the prior receipt of such documentation as the Depositary may deem reasonably appropriate, and (vii) upon termination of the Deposit Agreement, the Depositary shall not require Holders of Uncertificated ADSs to affirmatively instruct the Depositary before remitting proceeds from the sale of the Deposited Property represented by such Holders’ Uncertificated ADSs under the terms of Section 6.2. When issuing ADSs under the terms of the Deposit Agreement, including, without limitation, issuances pursuant to Sections 2.5, 4.2, 4.3, 4.4, 4.5 and 4.11, the Depositary may in its discretion determine to issue Uncertificated ADSs rather than Certificated ADSs, unless otherwise specifically instructed by the applicable Holder to issue Certificated ADSs. All provisions and conditions of the Deposit Agreement shall apply to Uncertificated ADSs to the same extent as to Certificated ADSs, except as contemplated by this Section 2.13. The Depositary is authorized and directed to take any and all actions and establish any and all procedures deemed reasonably necessary to give effect to the terms of this Section 2.13. Any references in the Deposit Agreement or any ADR(s) to the terms “American Depositary Share(s)” or “ADS(s)” shall, unless the context otherwise requires, include Certificated ADS(s) and Uncertificated ADS(s). Except as set forth in this Section 2.13 and except as required by applicable law, the Uncertificated ADSs shall be treated as ADSs issued and outstanding under the terms of the Deposit Agreement. In the event that, in determining the rights and obligations of parties hereto with respect to any Uncertificated ADSs, any conflict arises between (a) the terms of the Deposit Agreement (other than this Section 2.13) and (b) the terms of this Section 2.13, the terms and conditions set forth in this Section 2.13 shall be controlling and shall govern the rights and obligations of the parties to the Deposit Agreement pertaining to the Uncertificated ADSs.



**Section 2.14 Restricted ADSs.** The Depositary shall, at the request and expense of the Company, establish procedures enabling the deposit hereunder of Shares that are Restricted Securities in order to enable the holder of such Shares to hold its ownership interests in such Restricted Securities in the form of ADSs issued under the terms hereof (such Shares, “Restricted Shares”). Upon receipt of a written request from the Company to accept Restricted Shares for deposit hereunder, the Depositary agrees to establish procedures permitting the deposit of such Restricted Shares and the issuance of ADSs representing the right to receive, subject to the terms of the Deposit Agreement and the applicable ADR (if issued as a Certificated ADS), such deposited Restricted Shares (such ADSs, the “Restricted ADSs,” and the ADRs evidencing such Restricted ADSs, the “Restricted ADRs”). Notwithstanding anything contained in this Section 2.14, the Depositary and the Company may, to the extent not prohibited by law, agree to issue the Restricted ADSs in uncertificated form (“Uncertificated Restricted ADSs”) upon such terms and conditions as the Company and the Depositary may deem necessary and appropriate. The Company shall assist the Depositary in the establishment of such procedures and agrees that it shall take all steps reasonably necessary and reasonably satisfactory to the Depositary to ensure that the establishment of such procedures does not violate the provisions of the Securities Act or any other applicable laws. The depositors of such Restricted Shares and the Holders of the Restricted ADSs may be required prior to the deposit of such Restricted Shares, the transfer of the Restricted ADRs and Restricted ADSs or the withdrawal of the Restricted Shares represented by Restricted ADSs to provide such written certifications or agreements as the Depositary or the Company may require. The Company shall provide to the Depositary in writing the legend(s) to be affixed to the Restricted ADRs (if the Restricted ADSs are to be issued as Certificated ADSs), or to be included in the statements issued from time to time to Holders of Uncertificated ADSs (if issued as Uncertificated Restricted ADSs), which legends shall (i) be in a form reasonably satisfactory to the Depositary and (ii) contain the specific circumstances under which the Restricted ADSs, and, if applicable, the Restricted ADRs evidencing the Restricted ADSs, may be transferred or the Restricted Shares withdrawn. The Restricted ADSs issued upon the deposit of Restricted Shares shall be separately identified on the books of the Depositary and the Restricted Shares so deposited shall, to the extent required by law, be held separate and distinct from the other Deposited Securities held hereunder. The Restricted ADSs shall not be eligible for inclusion in any book-entry settlement system, including, without limitation, DTC (unless (x) otherwise agreed by the Company and the Depositary, (y) the inclusion of Restricted ADSs is acceptable to the applicable clearing system, and (z) the terms of such inclusion are generally accepted by the Commission for Restricted Securities of that type), and shall not in any way be fungible with the ADSs issued under the terms hereof that are not Restricted ADSs. The Restricted ADSs, and, if applicable, the Restricted ADRs evidencing the Restricted ADSs, shall be transferable only by the Holder thereof upon delivery to the Depositary of (i) all documentation otherwise contemplated by the Deposit Agreement and (ii) an opinion of counsel reasonably satisfactory to the Depositary setting forth, *inter alia*, the conditions upon which the Restricted ADSs presented, and, if applicable, the Restricted ADRs evidencing the Restricted ADSs, are transferable by the Holder thereof under applicable securities laws and the transfer restrictions contained in the legend applicable to the Restricted ADSs presented for transfer. Except as set forth in this Section 2.14 and except as required by applicable law, the Restricted ADSs and the Restricted ADRs evidencing Restricted ADSs shall be treated as ADSs and ADRs issued and outstanding under the terms of the Deposit Agreement. In the event that, in determining the rights and obligations of parties hereto with respect to any Restricted ADSs, any conflict arises between (a) the terms of the Deposit Agreement (other than this Section 2.14) and (b) the terms of (i) this Section 2.14 or (ii) the applicable Restricted ADR, the terms and conditions set forth in this Section 2.14 and of the Restricted ADR shall be controlling and shall govern the rights and obligations of the parties to the Deposit Agreement pertaining to the deposited Restricted Shares, the Restricted ADSs and Restricted ADRs.

If the Restricted ADRs, the Restricted ADSs and the Restricted Shares cease to be Restricted Securities, the Depositary, upon receipt of (x) an opinion of counsel reasonably satisfactory to the Depositary setting forth, *inter alia*, that the Restricted ADRs, the Restricted ADSs and the Restricted Shares are not as of such time Restricted Securities, and (y) instructions from the Company to remove the restrictions applicable to the Restricted ADRs, the Restricted ADSs and the Restricted Shares, shall (i) eliminate the distinctions and separations that may have been established between the applicable Restricted Shares held on deposit under this Section 2.14 and the other Shares held on deposit under the terms of the Deposit Agreement that are not Restricted Shares, (ii) treat the newly unrestricted ADRs and ADSs on the same terms as, and fully fungible with, the other ADRs and ADSs issued and outstanding under the terms of the Deposit Agreement that are not Restricted ADRs or Restricted ADSs, and (iii) take all actions necessary to remove any distinctions, limitations and restrictions previously existing under this Section 2.14 between the applicable Restricted ADRs and Restricted ADSs, respectively, on the one hand, and the other ADRs and ADSs that are not Restricted ADRs or Restricted ADSs, respectively, on the other hand, including, without limitation, by making the newly-unrestricted ADSs eligible for inclusion in the applicable book-entry settlement systems.

**ARTICLE III**  
**CERTAIN OBLIGATIONS OF HOLDERS**  
**AND BENEFICIAL OWNERS OF ADSs**

**Section 3.1 Proofs, Certificates and Other Information.** Any person presenting Shares for deposit, any Holder and any Beneficial Owner may be required, and every Holder and Beneficial Owner agrees, from time to time to provide to the Depositary and the Custodian such proof of citizenship or residence, taxpayer status, payment of all applicable taxes or other governmental charges, exchange control approval, legal or beneficial ownership of ADSs and Deposited Property, compliance with applicable laws, the terms of the Deposit Agreement or the ADR(s) evidencing the ADSs and the provisions of, or governing, the Deposited Property, to execute such certifications and to make such representations and warranties, and to provide such other information and documentation (or, in the case of Shares in registered form presented for deposit, such information relating to the registration on the books of the Company or of the Share Registrar) as the Depositary or the Custodian may deem necessary or proper or as the Company may reasonably require by written request to the Depositary consistent with its obligations under the Deposit Agreement and the applicable ADR(s). The Depositary and the Registrar, as applicable, may withhold the execution or delivery or registration of transfer of any ADR or ADS or the distribution or sale of any dividend or distribution of rights or of the proceeds thereof or, to the extent not limited by the terms of Section 7.8(a), the delivery of any Deposited Property until such proof or other information is filed or such certifications are executed, or such representations and warranties are made, or such other documentation or information provided, in each case to the Depositary's, the Registrar's and the Company's satisfaction. The Depositary shall provide the Company, in a timely manner, with copies or originals if necessary and appropriate of (i) any such proofs of citizenship or residence, taxpayer status, or exchange control approval or copies of written representations and warranties which it receives from Holders and Beneficial Owners, and (ii) any other information or documents which the Company may reasonably request and which the Depositary shall request and receive from any Holder or Beneficial Owner or any person presenting Shares for deposit or ADSs for cancellation, transfer or withdrawal. Nothing herein shall obligate the Depositary to (i) obtain any information for the Company if not provided by the Holders or Beneficial Owners, or (ii) verify or vouch for the accuracy of the information so provided by the Holders or Beneficial Owners.

**Section 3.2 Liability for Taxes and Other Charges.** Any tax or other governmental charge payable by the Custodian or by the Depository with respect to any Deposited Property, ADSs or ADRs shall be payable by the Holders and Beneficial Owners to the Depository. The Company, the Custodian and/or the Depository may withhold or deduct from any distributions made in respect of Deposited Property held on behalf of such Holder and/or Beneficial Owner, and may sell for the account of a Holder and/or Beneficial Owner any or all of such Deposited Property and apply such distributions and sale proceeds in payment of, any taxes (including applicable interest and penalties) or charges that are or may be payable by Holders or Beneficial Owners in respect of the ADSs, Deposited Property and ADRs, the Holder and the Beneficial Owner remaining liable for any deficiency. The Custodian may refuse the deposit of Shares and the Depository may refuse to issue ADSs, to deliver ADRs, register the transfer of ADSs, register the split-up or combination of ADRs and (subject to Section 7.8(a)) the withdrawal of Deposited Property until payment in full of such tax, charge, penalty or interest is received. Every Holder and Beneficial Owner agrees to indemnify the Depository, the Company, the Custodian, and any of their agents, officers, employees and Affiliates for, and to hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from (i) any ADSs held by such Holder and/or owned by such Beneficial Owner, (ii) the Deposited Property represented by the ADSs, and (iii) any transaction entered into by such Holder and/or Beneficial Owner in respect of the ADSs and/or the Deposited Property represented thereby. Notwithstanding anything to the contrary contained in the Deposit Agreement or any ADR, the obligations of Holders and Beneficial Owners under this Section 3.2 shall survive any transfer of ADSs, any cancellation of ADSs and withdrawal of Deposited Securities, and the termination of the Deposit Agreement.

**Section 3.3 Representations and Warranties on Deposit of Shares.** Each person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that (i) such Shares and the certificates therefor are duly authorized, validly issued, fully paid, non-assessable and legally obtained by such person, (ii) all preemptive (and similar) rights, if any, with respect to such Shares have been validly waived or exercised, (iii) the person making such deposit is duly authorized so to do, (iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, (v) the Shares presented for deposit are not, and the ADSs issuable upon such deposit will not be, Restricted Securities (except as contemplated in Section 2.14), and (vi) the Shares presented for deposit have not been stripped of any rights or entitlements. Such representations and warranties shall survive the deposit and withdrawal of Shares, the issuance and cancellation of ADSs in respect thereof and the transfer of such ADSs. If any such representations or warranties are false in any way, the Company and the Depository shall be authorized, at the cost and expense of the person depositing Shares, to take any and all actions necessary to correct the consequences thereof.

**Section 3.4 Compliance with Information Requests.** Notwithstanding any other provision of the Deposit Agreement or any ADR(s), each Holder and Beneficial Owner agrees to comply with requests from the Company pursuant to applicable law, the rules and requirements of any stock exchange on which the Shares or ADSs are, or will be, registered, traded or listed or the Articles of Association of the Company, which are made to provide information, *inter alia*, as to the capacity in which such Holder or Beneficial Owner owns ADSs (and Shares as the case may be) and regarding the identity of any other person(s) interested in such ADSs and the nature of such interest and various other matters, whether or not they are Holders and/or Beneficial Owners at the time of such request. The Depository agrees to use its reasonable efforts to forward, upon the request of the Company and at the Company's expense, any such request from the Company to the Holders and to forward to the Company any such responses to such requests received by the Depository.

**Section 3.5 Ownership Restrictions.** Notwithstanding any other provision contained in the Deposit Agreement or any ADR(s) to the contrary, the Company may restrict transfers of the Shares where such transfer might result in ownership of Shares exceeding limits imposed by applicable law or the Articles of Association of the Company. The Company may also restrict, in such manner as it deems appropriate, transfers of the ADSs where such transfer may result in the total number of Shares represented by the ADSs owned by a single Holder or Beneficial Owner to exceed any such limits. The Company may, in its sole discretion but subject to applicable law, instruct the Depositary to take action with respect to the ownership interest of any Holder or Beneficial Owner in excess of the limits set forth in the preceding sentence, including, but not limited to, the imposition of restrictions on the transfer of ADSs, the removal or limitation of voting rights or mandatory sale or disposition on behalf of a Holder or Beneficial Owner of the Shares represented by the ADSs held by such Holder or Beneficial Owner in excess of such limitations, if and to the extent such disposition is permitted by applicable law and the Articles of Association of the Company. Nothing herein shall be interpreted as obligating the Depositary or the Company to ensure compliance with the ownership restrictions described in this Section 3.5.

**Section 3.6 Reporting Obligations and Regulatory Approvals.** Applicable laws and regulations may require holders and beneficial owners of Shares, including the Holders and Beneficial Owners of ADSs, to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. Holders and Beneficial Owners of ADSs are solely responsible for determining and complying with such reporting requirements and obtaining such approvals. Each Holder and each Beneficial Owner hereby agrees to make such determination, file such reports, and obtain such approvals to the extent and in the form required by applicable laws and regulations as in effect from time to time. Neither the Depositary, the Custodian, the Company or any of their respective agents or affiliates shall be required to take any actions whatsoever on behalf of Holders or Beneficial Owners to determine or satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

## ARTICLE IV

### THE DEPOSITED SECURITIES

**Section 4.1 Cash Distributions.** Whenever the Company intends to make a distribution of a cash dividend or other cash distribution in respect of any Deposited Securities, the Company shall give notice thereof to the Depositary at least twenty (20) days prior to the proposed distribution specifying, *inter alia*, the record date applicable for determining the holders of Deposited Securities entitled to receive such distribution. Upon the timely receipt of such notice, the Depositary shall establish the ADS Record Date upon the terms described in Section 4.9. Upon confirmation of the receipt of (x) any cash dividend or other cash distribution on any Deposited Securities, or (y) proceeds from the sale of any Deposited Property held in respect of the ADSs under the terms hereof, the Depositary will (i) if any amounts are received in a Foreign Currency, promptly convert or cause to be converted such cash dividend, distribution or proceeds into Dollars (subject to the terms and conditions of Section 4.8), (ii) if applicable and unless previously established, establish the ADS Record Date upon the terms described in Section 4.9, and (iii) distribute promptly the amount thus received (net of (a) the applicable fees and charges set forth in the Fee Schedule attached hereto as Exhibit B, and (b) applicable taxes withheld) to the Holders entitled thereto as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date. The Depositary shall distribute only such amount, however, as can be distributed without attributing to any Holder a fraction of one cent, and any balance not so distributed shall be held by the Depositary (without liability for interest thereon) and shall be added to and become part of the next sum received by the Depositary for distribution to Holders of ADSs outstanding at the time of the next distribution. If the Company, the Custodian or the Depositary is required to withhold and does withhold from any cash dividend or other cash distribution in respect of any Deposited Securities, or from any cash proceeds from the sales of Deposited Property, an amount on account of taxes, duties or other governmental charges, the amount distributed to Holders on the ADSs shall be reduced accordingly. Such withheld amounts shall be forwarded by the Company, the Custodian or the Depositary to the relevant governmental authority. Evidence of payment thereof by the Company shall be forwarded by the Company to the Depositary upon request. The Depositary will hold any cash amounts it is unable to distribute in a non-interest bearing account for the benefit of the applicable Holders and Beneficial Owners of ADSs until the distribution can be effected or the funds that the Depositary holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States. Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depositary timely notice of the proposed distribution provided for in this Section 4.1, the Depositary agrees to use commercially reasonable efforts to perform the actions contemplated in this Section 4.1, and the Company, the Holders and the Beneficial Owners acknowledge that the Depositary shall have no liability for the Depositary's failure to perform the actions contemplated in this Section 4.1 where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

**Section 4.2 Distribution in Shares.** Whenever the Company intends to make a distribution that consists of a dividend in, or free distribution of, Shares, the Company shall give notice thereof to the Depository at least twenty (20) days prior to the proposed distribution, specifying, *inter alia*, the record date applicable to holders of Deposited Securities entitled to receive such distribution. Upon the timely receipt of such notice from the Company, the Depository shall establish the ADS Record Date upon the terms described in Section 4.9. Upon receipt of confirmation from the Custodian of the receipt of the Shares so distributed by the Company, the Depository shall either (i) subject to Section 5.9, distribute to the Holders as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date, additional ADSs, which represent in the aggregate the number of Shares received as such dividend, or free distribution, subject to the other terms of the Deposit Agreement (including, without limitation, (a) the applicable fees and charges of, and expenses incurred by, the Depository and (b) taxes), or (ii) if additional ADSs are not so distributed, take all actions necessary so that each ADS issued and outstanding after the ADS Record Date shall, to the extent permissible by law, thenceforth also represent rights and interests in the additional integral number of Shares distributed upon the Deposited Securities represented thereby (net of (a) the applicable fees and charges of, and expenses incurred by, the Depository and (b) taxes). In lieu of delivering fractional ADSs, the Depository shall sell the number of Shares or ADSs, as the case may be, represented by the aggregate of such fractions and distribute the net proceeds upon the terms described in Section 4.1. In the event that the Depository determines that any distribution in property (including Shares) is subject to any tax or other governmental charges which the Depository is obligated to withhold, or, if the Company in the fulfillment of its obligation under Section 5.7, has furnished an opinion of U.S. counsel determining that Shares must be registered under the Securities Act or other laws in order to be distributed to Holders (and no such registration statement has been declared effective), the Depository may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depository deems necessary and practicable, and the Depository shall distribute the net proceeds of any such sale (after deduction of (a) taxes and (b) fees and charges of, and expenses incurred by, the Depository) to Holders entitled thereto upon the terms described in Section 4.1. The Depository shall hold and/or distribute any unsold balance of such property in accordance with the provisions of the Deposit Agreement. Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depository timely notice of the proposed distribution provided for in this Section 4.2, the Depository agrees to use commercially reasonable efforts to perform the actions contemplated in this Section 4.2, and the Company, the Holders and the Beneficial Owners acknowledge that the Depository shall have no liability for the Depository's failure to perform the actions contemplated in this Section 4.2 where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

**Section 4.3 Elective Distributions in Cash or Shares.** Whenever the Company intends to make a distribution payable at the election of the holders of Deposited Securities in cash or in additional Shares, the Company shall give notice thereof to the Depositary at least sixty (60) days prior to the proposed distribution specifying, *inter alia*, the record date applicable to holders of Deposited Securities entitled to receive such elective distribution and whether or not it wishes such elective distribution to be made available to Holders of ADSs. Upon the timely receipt of a notice indicating that the Company wishes such elective distribution to be made available to Holders of ADSs, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such elective distribution available to the Holders of ADSs. The Depositary shall make such elective distribution available to Holders only if (i) the Company shall have timely requested that the elective distribution be made available to Holders, (ii) the Depositary shall have determined that such distribution is reasonably practicable and (iii) the Depositary shall have received reasonably satisfactory documentation within the terms of Section 5.7. If the above conditions are not satisfied or if the Company requests such elective distribution not to be made available to Holders of ADSs, the Depositary shall establish the ADS Record Date on the terms described in Section 4.9 and, to the extent permitted by law, distribute to the Holders, on the basis of the same determination as is made in Korea in respect of the Shares for which no election is made, either (X) cash upon the terms described in Section 4.1 or (Y) additional ADSs representing such additional Shares upon the terms described in Section 4.2. If the above conditions are satisfied, the Depositary shall establish an ADS Record Date on the terms described in Section 4.9 and establish procedures to enable Holders to elect the receipt of the proposed distribution in cash or in additional ADSs. The Company shall assist the Depositary in establishing such procedures to the extent reasonably necessary. If a Holder elects to receive the proposed distribution (X) in cash, the distribution shall be made upon the terms described in Section 4.1, or (Y) in ADSs, the distribution shall be made upon the terms described in Section 4.2. Nothing herein shall obligate the Depositary to make available to Holders a method to receive the elective distribution in Shares (rather than ADSs). There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares. Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depositary timely notice of the proposed distribution provided for in this Section 4.3, the Depositary agrees to use commercially reasonable efforts to perform the actions contemplated in this Section 4.3, and the Company, the Holders and the Beneficial Owners acknowledge that the Depositary shall have no liability for the Depositary's failure to perform the actions contemplated in this Section 4.3 where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

#### **Section 4.4 Distribution of Rights to Purchase Additional ADSs.**

**(a) Distribution to ADS Holders.** Whenever the Company intends to distribute to the holders of the Deposited Securities rights to subscribe for additional Shares, the Company shall give notice thereof to the Depositary at least sixty (60) days prior to the proposed distribution specifying, *inter alia*, the record date applicable to holders of Deposited Securities entitled to receive such distribution and whether or not it wishes such rights to be made available to Holders of ADSs. Upon the timely receipt of a notice indicating that the Company wishes such rights to be made available to Holders of ADSs, the Depositary shall consult with the Company to determine, and the Company shall assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such rights available to the Holders. The Depositary shall make such rights available to Holders only if (i) the Company shall have timely requested that such rights be made available to Holders, (ii) the Depositary shall have received reasonably satisfactory documentation within the terms of Section 5.7, and (iii) the Depositary shall have determined that such distribution of rights is reasonably practicable. In the event any of the conditions set forth above are not satisfied or if the Company requests that the rights not be made available to Holders of ADSs, the Depositary shall proceed with the sale of the rights as contemplated in Section 4.4(b) below. In the event all conditions set forth above are satisfied, the Depositary shall establish the ADS Record Date (upon the terms described in Section 4.9) and establish procedures to (x) distribute rights to purchase additional ADSs (by means of warrants or otherwise), (y) enable the Holders to exercise such rights (upon payment of the subscription price and of the applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes), and (z) deliver ADSs upon the valid exercise of such rights. The Company shall assist the Depositary to the extent reasonably necessary in establishing such procedures. Nothing herein shall obligate the Depositary to make available to the Holders a method to exercise rights to subscribe for Shares (rather than ADSs).



**(b) Sale of Rights.** If (i) the Company does not timely request the Depositary to make the rights available to Holders or requests that the rights not be made available to Holders, (ii) the Depositary fails to receive reasonably satisfactory documentation within the terms of Section 5.7, or determines it is not reasonably practicable to make the rights available to Holders, or (iii) any rights made available are not exercised and appear to be about to lapse, the Depositary shall determine whether it is lawful and reasonably practicable to sell such rights, in a riskless principal capacity, at such place and upon such terms (including public or private sale) as it may deem practicable. The Company shall assist the Depositary to the extent reasonably necessary to determine such legality and practicability. The Depositary shall, upon such sale, convert and distribute proceeds of such sale (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) upon the terms set forth in Section 4.1.

**(c) Lapse of Rights.** If the Depositary is unable to make any rights available to Holders upon the terms described in Section 4.4(a) or to arrange for the sale of the rights upon the terms described in Section 4.4(b), the Depositary shall allow such rights to lapse.

The Depositary shall not be liable for (i) any failure to accurately determine whether it may be lawful or practicable to make such rights available to Holders in general or any Holders in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or exercise, or (iii) the content of any materials forwarded to the Holders on behalf of the Company in connection with the rights distribution.

Notwithstanding anything to the contrary in this Section 4.4, if registration (under the Securities Act or any other applicable law) of the rights or the securities to which any rights relate may be required in order for the Company to offer such rights or such securities to Holders and to sell the securities represented by such rights, the Depositary will not distribute such rights to the Holders (i) unless and until a registration statement under the Securities Act (or other applicable law) covering such offering is in effect or (ii) unless the Company furnishes the Depositary opinion(s) of counsel for the Company in the United States and counsel to the Company in any other applicable country in which rights would be distributed, in each case reasonably satisfactory to the Depositary, to the effect that the offering and sale of such securities to Holders and Beneficial Owners are exempt from, or do not require registration under, the provisions of the Securities Act or any other applicable laws.

In the event that the Company, the Depositary or the Custodian shall be required to withhold and does withhold from any distribution of Deposited Property (including rights) an amount on account of taxes or other governmental charges, the amount distributed to the Holders of ADSs shall be reduced accordingly. In the event that the Depositary determines that any distribution of Deposited Property (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, the Depositary may dispose of all or a portion of such Deposited Property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable to pay any such taxes or charges.

There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive or exercise rights on the same terms and conditions as the holders of Shares or be able to exercise such rights. Nothing herein shall obligate the Company to file any registration statement in respect of any rights or Shares or other securities to be acquired upon the exercise of such rights.

**Section 4.5 Distributions Other Than Cash, Shares or Rights to Purchase Shares.**

**(a)** Whenever the Company intends to distribute to the holders of Deposited Securities property other than cash, Shares or rights to purchase additional Shares, the Company shall give timely notice thereof to the Depositary and shall indicate whether or not it wishes such distribution to be made to Holders of ADSs. Upon receipt of a notice indicating that the Company wishes such distribution to be made to Holders of ADSs, the Depositary shall consult with the Company, and the Company shall assist the Depositary, to determine whether such distribution to Holders is lawful and reasonably practicable. The Depositary shall not make such distribution unless (i) the Company shall have requested the Depositary to make such distribution to Holders, (ii) the Depositary shall have received reasonably satisfactory documentation within the terms of Section 5.7, and (iii) the Depositary shall have determined that such distribution is reasonably practicable.

**(b)** Upon receipt of reasonably satisfactory documentation and the request of the Company to distribute property to Holders of ADSs and after making the requisite determinations set forth in (a) above, the Depositary shall distribute the property so received to the Holders of record, as of the ADS Record Date, in proportion to the number of ADSs held by them respectively and in such manner as the Depositary may deem practicable for accomplishing such distribution (i) upon receipt of payment or net of the applicable fees and charges of, and expenses incurred by, the Depositary, and (ii) net of any taxes withheld. The Depositary may dispose of all or a portion of the property so distributed and deposited, in such amounts and in such manner (including public or private sale) as the Depositary may deem practicable or necessary to satisfy any taxes (including applicable interest and penalties) or other governmental charges applicable to the distribution.

**(c)** If (i) the Company does not request the Depositary to make such distribution to Holders or requests the Depositary not to make such distribution to Holders, (ii) the Depositary does not receive reasonably satisfactory documentation within the terms of Section 5.7, or (iii) the Depositary determines that all or a portion of such distribution is not reasonably practicable, the Depositary shall sell or cause such property to be sold in a public or private sale, at such place or places and upon such terms as it may deem practicable and shall (i) cause the proceeds of such sale, if any, to be converted into Dollars and (ii) distribute the proceeds of such conversion received by the Depositary (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) to the Holders as of the ADS Record Date upon the terms of Section 4.1. If the Depositary is unable to sell such property, the Depositary may dispose of such property for the account of the Holders in any way it deems reasonably practicable under the circumstances.

(d) Neither the Depositary nor the Company shall be liable for (i) any failure to accurately determine whether it is lawful or practicable to make the property described in this Section 4.5 available to Holders in general or any Holders in particular, nor (ii) any loss incurred in connection with the sale or disposal of such property.

**Section 4.6 Distributions with Respect to Deposited Securities in Bearer Form.** Subject to the terms of this Article IV, distributions in respect of Deposited Securities that are held by the Depositary or the Custodian in bearer form shall be made to the Depositary for the account of the respective Holders of ADS(s) with respect to which any such distribution is made upon due presentation by the Depositary or the Custodian to the Company of any relevant coupons, talons, or certificates. The Company shall promptly notify the Depositary of such distributions. The Depositary or the Custodian shall promptly present such coupons, talons or certificates, as the case may be, in connection with any such distribution.

**Section 4.7 Redemption.** If the Company intends to exercise any right of redemption in respect of any of the Deposited Securities, the Company shall give notice thereof to the Depositary at least sixty (60) days prior to the intended date of redemption which notice shall set forth the particulars of the proposed redemption. Upon timely receipt of (i) such notice and (ii) reasonably satisfactory documentation given by the Company to the Depositary within the terms of Section 5.7, and only if the Depositary shall have determined that such proposed redemption is practicable, the Depositary shall provide to each Holder a notice setting forth the intended exercise by the Company of the redemption rights and any other particulars set forth in the Company's notice to the Depositary. The Depositary shall instruct the Custodian to present to the Company the Deposited Securities in respect of which redemption rights are being exercised against payment of the applicable redemption price. Upon receipt of confirmation from the Custodian that the redemption has taken place and that funds representing the redemption price have been received, the Depositary shall convert, transfer, and distribute the proceeds (net of applicable (a) fees and charges of, and the expenses incurred by, the Depositary, and (b) taxes), retire ADSs and cancel ADRs, if applicable, upon delivery of such ADSs by Holders thereof and the terms set forth in Sections 4.1 and 6.2. If less than all outstanding Deposited Securities are redeemed, the ADSs to be retired will be selected by lot or on a *pro rata* basis, as may be determined by the Depositary. The redemption price per ADS shall be the dollar equivalent of the per share amount received by the Depositary (adjusted to reflect the ADS(s)-to-Share(s) ratio) upon the redemption of the Deposited Securities represented by ADSs (subject to the terms of Section 4.8 and the applicable fees and charges of, and expenses incurred by, the Depositary, and taxes) multiplied by the number of Deposited Securities represented by each ADS redeemed.

Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depositary timely notice of the proposed redemption provided for in this Section 4.7, the Depositary agrees to use commercially reasonable efforts to perform the actions contemplated in this Section 4.7, and the Company, the Holders and the Beneficial Owners acknowledge that the Depositary shall have no liability for the Depositary's failure to perform the actions contemplated in this Section 4.7 where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

**Section 4.8 Conversion of Foreign Currency.** Whenever the Depositary or the Custodian shall receive Foreign Currency, by way of dividends or other distributions or the net proceeds from the sale of Deposited Property, which in the judgment of the Depositary can at such time be converted on a practicable basis, by sale or in any other manner that it may determine in accordance with applicable law, into Dollars transferable to the United States and distributable to the Holders entitled thereto, the Depositary shall convert or cause to be converted, by sale or in any other manner that it may reasonably determine, such Foreign Currency into Dollars, and shall distribute such Dollars (net of the fees and charges set forth in the Fee Schedule attached hereto as Exhibit B, and applicable taxes withheld) in accordance with the terms of the applicable sections of the Deposit Agreement. The Depositary and/or its agent (which may be a division, branch or Affiliate of the Depositary) may act as principal for any conversion of Foreign Currency. If the Depositary shall have distributed warrants or other instruments that entitle the holders thereof to such Dollars, the Depositary shall distribute such Dollars to the holders of such warrants and/or instruments upon surrender thereof for cancellation, in either case without liability for interest thereon. Such distribution may be made upon an averaged or other practicable basis without regard to any distinctions among Holders on account of any application of exchange restrictions or otherwise.

If such conversion or distribution generally or with regard to a particular Holder can be effected only with the approval or license of any government or agency thereof, the Depositary shall have authority to file such application for approval or license, if any, as it may deem desirable. In no event, however, shall the Depositary be obligated to make such a filing.

If at any time the Depositary shall determine that in its judgment the conversion of any Foreign Currency and the transfer and distribution of proceeds of such conversion received by the Depositary is not practicable or lawful, or if any approval or license of any governmental authority or agency thereof that is required for such conversion, transfer and distribution is denied or, in the opinion of the Depositary, not obtainable at a reasonable cost or within a reasonable period, the Depositary may, in its discretion, (i) make such conversion and distribution in Dollars to the Holders for whom such conversion, transfer and distribution is lawful and practicable, (ii) distribute the Foreign Currency (or an appropriate document evidencing the right to receive such Foreign Currency) to Holders for whom this is lawful and practicable, or (iii) hold (or cause the Custodian to hold) such Foreign Currency (without liability for interest thereon) for the respective accounts of the Holders entitled to receive the same.

**Section 4.9 Fixing of ADS Record Date.** Whenever (a) the Depositary shall receive notice of the fixing of a record date by the Company for the determination of holders of Deposited Securities entitled to receive any distribution (whether in cash, Shares, rights, or other distribution), (b) for any reason the Depositary causes a change in the number of Shares that are represented by each ADS, (c) the Depositary shall receive notice of any meeting of, or solicitation of consents or proxies of, holders of Shares or other Deposited Securities, or (d) the Depositary shall find it necessary or convenient in connection with the giving of any notice, solicitation of any consent or any other matter, the Depositary shall fix the record date (the “ADS Record Date”) for the determination of the Holders of ADS(s) who shall be entitled to receive such distribution, to give instructions for the exercise of voting rights at any such meeting, to give or withhold such consent, to receive such notice or solicitation or to otherwise take action, or to exercise the rights of Holders with respect to such changed number of Shares represented by each ADS. The Depositary shall make reasonable efforts to establish the ADS Record Date as closely as practicable to the applicable record date for the Deposited Securities (if any) set by the Company in Korea and shall not announce the establishment of any ADS Record Date prior to the relevant corporate action having been made public by the Company (if such corporate action affects the Deposited Securities). Subject to applicable law and the provisions of Section 4.1 through 4.8 and to the other terms and conditions of the Deposit Agreement, only the Holders of ADSs at the close of business in New York on such ADS Record Date shall be entitled to receive such distribution, to give such voting instructions, to receive such notice or solicitation, or otherwise take action.

**Section 4.10 Voting of Deposited Securities.** As soon as practicable after receipt of notice of any meeting at which the holders of Deposited Securities are entitled to vote, or of solicitation of consents or proxies from holders of Deposited Securities, the Depositary shall fix the ADS Record Date in respect of such meeting or solicitation of consent or proxy in accordance with Section 4.9. The Depositary shall, if requested by the Company in writing in a timely manner (the Depositary having no obligation to take any further action if the request shall not have been received by the Depositary at least thirty (30) days prior to the date of such vote or meeting), at the Company's expense and provided no U.S. legal prohibitions exist, distribute to Holders as of the ADS Record Date: (a) such notice of meeting or solicitation of consent or proxy, (b) a statement that the Holders at the close of business on the ADS Record Date will be entitled, subject to any applicable law, the provisions of the Deposit Agreement, the Articles of Association of the Company and the provisions of or governing the Deposited Securities (which provisions, if any, shall be summarized in pertinent part by the Company), to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by such Holder's ADSs, and (c) a brief statement as to the manner in which such voting instructions may be given.

Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by law or regulations, or by the requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of, or solicitation of consents or proxies from, holders of Deposited Securities, distribute to the Holders a notice that provides Holders with, or otherwise publicizes to Holders, instructions on how to retrieve such materials or receive such materials upon request (*e.g.*, by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials).

Voting instructions may be given only in respect of a number of ADSs representing an integral number of Deposited Securities. Upon the timely receipt from a Holder of ADSs as of the ADS Record Date of voting instructions in the manner specified by the Depositary, the Depositary shall endeavor, insofar as practicable and permitted under applicable law, the provisions of the Deposit Agreement, Articles of Association of the Company and the provisions of the Deposited Securities, to vote, or cause the Custodian to vote, the Deposited Securities (in person or by proxy) represented by such Holder's ADSs in accordance with such voting instructions. If the Depositary does not receive voting instructions from a Holder as of the ADS Record Date on or before the date established by the Depositary for such purpose, such Holder shall be deemed, and the Depositary shall deem such Holder, to have instructed the Depositary to give a discretionary proxy to a person designated by the Company to vote the Deposited Securities, and the Depositary shall give a discretionary proxy to such person; provided, however, that no such discretionary proxy shall be given by the Depositary with respect to any matter to be voted upon as to which the Company informs the Depositary that (a) the Company does not wish such proxy to be given, (b) substantial opposition exists, or (c) the rights of holders of Deposited Securities may be adversely affected.

Deposited Securities represented by ADSs for which no timely voting instructions are received by the Depositary from the Holder shall not be voted (except as otherwise contemplated in this Section 4.10). Neither the Depositary nor the Custodian shall under any circumstances exercise any discretion as to voting and neither the Depositary nor the Custodian shall vote, attempt to exercise the right to vote, or in any way make use of, for purposes of establishing a quorum or otherwise, the Deposited Securities represented by ADSs, except pursuant to and in accordance with the voting instructions timely received from Holders or as otherwise contemplated herein. If the Depositary timely receives voting instructions from a Holder which fail to specify the manner in which the Depositary is to vote the Deposited Securities represented by such Holder's ADSs, the Depositary will deem such Holder (unless otherwise specified in the notice distributed to Holders) to have instructed the Depositary to vote in favor of the items set forth in such voting instructions.

Notwithstanding anything else contained in the Deposit Agreement or any ADR, the Depositary shall not have any obligation to take any action with respect to any meeting, or solicitation of consents or proxies, of holders of Deposited Securities if the taking of such action would violate U.S. laws. The Company agrees to take any and all actions reasonably necessary to enable Holders and Beneficial Owners to exercise the voting rights accruing to the Deposited Securities and to deliver to the Depositary an opinion of U.S. counsel addressing any actions requested to be taken if so requested by the Depositary.

There can be no assurance that Holders generally or any Holder in particular will receive the notice described above with sufficient time to enable the Holder to return voting instructions to the Depositary in a timely manner.

**Section 4.11 Changes Affecting Deposited Securities.** Upon any change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger, consolidation or sale of assets affecting the Company or to which it is a party, any property which shall be received by the Depositary or the Custodian in exchange for, or in conversion of, or replacement of, or otherwise in respect of, such Deposited Securities shall, to the extent permitted by law, be treated as new Deposited Property under the Deposit Agreement, and the ADSs shall, subject to the provisions of the Deposit Agreement, any ADR(s) evidencing such ADSs and applicable law, represent the right to receive such additional or replacement Deposited Property. In giving effect to such change, split-up, cancellation, consolidation or other reclassification of Deposited Securities, recapitalization, reorganization, merger, consolidation or sale of assets, the Depositary may, with the Company's approval, and shall, if the Company shall so request, subject to the terms of the Deposit Agreement (including, without limitation, (a) the applicable fees and charges of, and expenses incurred by, the Depositary, and (b) taxes) and receipt of an opinion of counsel to the Company reasonably satisfactory to the Depositary that such actions are not in violation of any applicable laws or regulations, (i) issue and deliver additional ADSs as in the case of a stock dividend on the Shares, (ii) amend the Deposit Agreement and the applicable ADRs, (iii) amend the applicable Registration Statement(s) on Form F-6 as filed with the Commission in respect of the ADSs, (iv) call for the surrender of outstanding ADRs to be exchanged for new ADRs, and (v) take such other actions as are appropriate to reflect the transaction with respect to the ADSs. The Company agrees to, jointly with the Depositary, amend the Registration Statement on Form F-6 as filed with the Commission to permit the issuance of such new form of ADRs. Notwithstanding the foregoing, in the event that any Deposited Property so received may not be lawfully distributed to some or all Holders, the Depositary may, with the Company's approval, and shall, if the Company requests, subject to receipt of an opinion of Company's counsel reasonably satisfactory to the Depositary that such action is not in violation of any applicable laws or regulations, sell such Deposited Property at public or private sale, at such place or places and upon such terms as it may deem proper and may allocate the net proceeds of such sales (net of (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) for the account of the Holders otherwise entitled to such Deposited Property upon an averaged or other practicable basis without regard to any distinctions among such Holders and distribute the net proceeds so allocated to the extent practicable as in the case of a distribution received in cash pursuant to Section 4.1. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or practicable to make such Deposited Property available to Holders in general or to any Holder in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or (iii) any liability to the purchaser of such Deposited Property.

**Section 4.12 Available Information.** The Company is subject to the periodic reporting requirements of the Exchange Act and, accordingly, is required to file or furnish certain reports with the Commission. These reports can be retrieved from the Commission's website ([www.sec.gov](http://www.sec.gov)) and can be inspected and copied at the public reference facilities maintained by the Commission located (as of the date of the Deposit Agreement) at 100 F Street, N.E., Washington D.C. 20549.

**Section 4.13 Reports.** The Depository shall make available for inspection by Holders at its Principal Office any reports and communications, including any proxy soliciting materials, received from the Company which are both (a) received by the Depository, the Custodian, or the nominee of either of them as the holder of the Deposited Property and (b) made generally available to the holders of such Deposited Property by the Company. The Depository shall also provide or make available to Holders copies of such reports when furnished by the Company pursuant to Section 5.6.

**Section 4.14 List of Holders.** Promptly upon written request by the Company, the Depository shall furnish to it a list, as of a recent date, of the names, addresses and holdings of ADSs of all Holders.

**Section 4.15 Taxation.** The Depository will, and will instruct the Custodian to, forward to the Company or its agents such information from its records as the Company may reasonably request to enable the Company or its agents to file the necessary tax reports with governmental authorities or agencies. The Depository, the Custodian or the Company and its agents may file such reports as are necessary to reduce or eliminate applicable taxes on dividends and on other distributions in respect of Deposited Property under applicable tax treaties or laws for the Holders and Beneficial Owners. In accordance with instructions from the Company and to the extent practicable, the Depository or the Custodian will take reasonable administrative actions to obtain tax refunds, reduced withholding of tax at source on dividends and other benefits under applicable tax treaties or laws with respect to dividends and other distributions on the Deposited Property. As a condition to receiving such benefits, Holders and Beneficial Owners of ADSs may be required from time to time, and in a timely manner, to file such proof of taxpayer status, residence and beneficial ownership (as applicable), to execute such certificates and to make such representations and warranties, or to provide any other information or documents, as the Depository or the Custodian may deem necessary or proper to fulfill the Depository's or the Custodian's obligations under applicable law. The Depository and the Company shall have no obligation or liability to any person if any Holder or Beneficial Owner fails to provide such information or if such information does not reach the relevant tax authorities in time for any Holder or Beneficial Owner to obtain the benefits of any tax treatment. The Holders and Beneficial Owners shall indemnify the Depository, the Company, the Custodian and any of their respective directors, employees, agents and Affiliates against, and hold each of them harmless from, any claims by any governmental authority with respect to taxes, additions to tax, penalties or interest arising out of any refund of taxes, reduced rate of withholding at source or other tax benefit obtained.

If the Company (or any of its agents) withholds from any distribution any amount on account of taxes or governmental charges, or pays any other tax in respect of such distribution (*e.g.*, stamp duty tax, capital gains or other similar tax), the Company shall (and shall cause such agent to) remit promptly to the Depository information about such taxes or governmental charges withheld or paid, and, if so requested, the tax receipt (or other proof of payment to the applicable governmental authority) therefor, in each case, in a form reasonably satisfactory to the Depository. The Depository shall, to the extent required by U.S. law, report to Holders any taxes withheld by it or the Custodian, and, if such information is provided to it by the Company, any taxes withheld by the Company. The Depository and the Custodian shall not be required to provide the Holders with any evidence of the remittance by the Company (or its agents) of any taxes withheld, or of the payment of taxes by the Company, except to the extent the evidence is provided by the Company to the Depository or the Custodian, as applicable. Neither the Depository nor the Custodian shall be liable for the failure by any Holder or Beneficial Owner to obtain the benefits of credits on the basis of non-U.S. tax paid against such Holder's or Beneficial Owner's income tax liability.

The Depository is under no obligation to provide the Holders and Beneficial Owners with any information about the tax status of the Company. The Depository shall not incur any liability for any tax consequences that may be incurred by Holders and Beneficial Owners on account of their ownership of the ADSs, including without limitation, tax consequences resulting from the Company (or any of its subsidiaries) being treated as a "Passive Foreign Investment Company" (in each case as defined in the U.S. Internal Revenue Code and the regulations issued thereunder) or otherwise.



## ARTICLE V

### THE DEPOSITARY, THE CUSTODIAN AND THE COMPANY

**Section 5.1 Maintenance of Office and Transfer Books by the Registrar.** Until termination of the Deposit Agreement in accordance with its terms, the Registrar shall maintain in the Borough of Manhattan, the City of New York, an office and facilities for the issuance and delivery of ADSs, the acceptance for surrender of ADS(s) for the purpose of withdrawal of Deposited Securities, the registration of issuances, cancellations, transfers, combinations and split-ups of ADS(s) and, if applicable, to countersign ADRs evidencing the ADSs so issued, transferred, combined or split-up, in each case in accordance with the provisions of the Deposit Agreement.

The Registrar shall keep books for the registration of ADSs which at all reasonable times shall be open for inspection by the Company and by the Holders of such ADSs, provided that such inspection shall not be, to the Registrar's knowledge, for the purpose of communicating with Holders of such ADSs in the interest of a business or object other than the business of the Company or other than a matter related to the Deposit Agreement or the ADSs.

The Registrar may close the transfer books with respect to the ADSs, at any time or from time to time, when deemed necessary or advisable by it in good faith in connection with the performance of its duties hereunder, or at the reasonable written request of the Company subject, in all cases, to Section 7.8(a).

If any ADSs are listed on one or more stock exchanges or automated quotation systems in the United States, the Depositary shall act as Registrar or appoint a Registrar or one or more co-registrars for registration of issuances, cancellations, transfers, combinations and split-ups of ADSs and, if applicable, to countersign ADRs evidencing the ADSs so issued, transferred, combined or split-up, in accordance with any requirements of such exchanges or systems. Such Registrar or co-registrars may be removed and a substitute or substitutes appointed by the Depositary.

**Section 5.2 Exoneration.** Notwithstanding anything contained in the Deposit Agreement or any ADR, neither the Depositary nor the Company shall be obligated to do or perform any act which is inconsistent with the provisions of the Deposit Agreement or incur any liability (to the extent not limited by Section 7.8(b)) (i) if the Depositary, the Custodian, the Company or their respective agents shall be prevented or forbidden from, or delayed in, doing or performing any act or thing required or contemplated by the terms of the Deposit Agreement, by reason of any provision of any present or future law or regulation of the United States, Korea or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of potential criminal or civil penalties or restraint, or by reason of any provision, present or future, of the Articles of Association of the Company or any provision of or governing any Deposited Securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, acts of terrorism, revolutions, rebellions, explosions and computer failure), (ii) by reason of any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement or in the Articles of Association of the Company or provisions of or governing Deposited Securities, (iii) for any action or inaction in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, any Beneficial Owner or authorized representative thereof, or any other person believed by it in good faith to be competent to give such advice or information, (iv) for the inability by a Holder or Beneficial Owner to benefit from any distribution, offering, right or other benefit which is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Holders of ADSs, (v) for any action or inaction of any clearing or settlement system (and any participant thereof) for the Deposited Property or the ADSs, or (vi) for any consequential or punitive damages (including lost profits) for any breach of the terms of the Deposit Agreement.

The Depositary, its controlling persons, its agents, any Custodian and the Company, its controlling persons and its agents may rely and shall be protected in acting upon any written notice, request or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

**Section 5.3 Standard of Care.** The Company and the Depositary assume no obligation and shall not be subject to any liability under the Deposit Agreement or any ADRs to any Holder(s) or Beneficial Owner(s), except that the Company and the Depositary agree to perform their respective obligations specifically set forth in the Deposit Agreement or the applicable ADRs without negligence or bad faith.

Without limitation of the foregoing, neither the Depositary, nor the Company, nor any of their respective controlling persons, or agents, shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Property or in respect of the ADSs, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required (and no Custodian shall be under any obligation whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depositary).

The Depositary and its agents shall not be liable for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any vote is cast or the effect of any vote, provided that any such action or omission is in good faith and without negligence and in accordance with the terms of the Deposit Agreement. The Depositary shall not incur any liability for any failure to accurately determine that any distribution or action may be lawful or reasonably practicable, for the content of any information submitted to it by the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Property, for the validity or worth of the Deposited Property, for the value of any Deposited Property or any distribution thereon, for any interest on Deposited Property, for any tax consequences that may result from the ownership of ADSs, Shares or other Deposited Property, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, for the failure or timeliness of any notice from the Company, or for any action of or failure to act by, or any information provided or not provided by, DTC or any DTC Participant.

The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

The Depositary shall not be liable for any acts or omissions made by a predecessor depositary whether in connection with an act or omission of the Depositary or in connection with any matter arising wholly prior to the appointment of the Depositary or after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

**Section 5.4 Resignation and Removal of the Depositary; Appointment of Successor Depositary.** The Depositary may at any time resign as Depositary hereunder by written notice of resignation delivered to the Company, such resignation to be effective on the earlier of (i) the 90th day after delivery thereof to the Company (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2), or (ii) the appointment by the Company of a successor depositary and its acceptance of such appointment as hereinafter provided.

The Depositary may at any time be removed by the Company by written notice of such removal, which removal shall be effective on the later of (i) the 90th day after delivery thereof to the Depositary (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2), or (ii) upon the appointment by the Company of a successor depositary and its acceptance of such appointment as hereinafter provided.

In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, the City of New York. Every successor depositary shall be required by the Company to execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depositary, without any further act or deed (except as required by applicable law), shall become fully vested with all the rights, powers, duties and obligations of its predecessor (other than as contemplated in Sections 5.8 and 5.9). The predecessor depositary, upon payment of all sums due it and on the written request of the Company, shall, (i) execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder (other than as contemplated in Sections 5.8 and 5.9), (ii) duly assign, transfer and deliver all of the Depositary's right, title and interest to the Deposited Property to such successor, and (iii) deliver to such successor a list of the Holders of all outstanding ADSs and such other information relating to ADSs and Holders thereof as the successor may reasonably request. Any such successor depositary shall promptly provide notice of its appointment to such Holders.

Any entity into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

**Section 5.5 The Custodian.** The Depositary has initially appointed Korea Securities Depository as Custodian for the purpose of the Deposit Agreement. The Custodian or its successors shall be subject at all times and in all respects to the direction of the Depositary for the Deposited Property for which the Custodian acts as custodian and shall be responsible solely to it. If any Custodian resigns or is discharged from its duties hereunder with respect to any Deposited Property and no other Custodian has previously been appointed hereunder, the Depositary shall promptly appoint a substitute custodian. The Depositary shall require such resigning or discharged Custodian to Deliver, or cause the Delivery of, the Deposited Property held by it, together with all such records maintained by it as Custodian with respect to such Deposited Property as the Depositary may request, to the Custodian designated by the Depositary. Whenever the Depositary determines, in its discretion, that it is appropriate to do so, it may appoint an additional custodian with respect to any Deposited Property, or discharge the Custodian with respect to any Deposited Property and appoint a substitute custodian, which shall thereafter be Custodian hereunder with respect to the Deposited Property. Immediately upon any such change, the Depositary shall give notice thereof in writing to all Holders of ADSs, each other Custodian and the Company.

Citibank may at any time act as Custodian of the Deposited Property pursuant to the Deposit Agreement, in which case any reference to Custodian shall mean Citibank solely in its capacity as Custodian pursuant to the Deposit Agreement. Notwithstanding anything contained in the Deposit Agreement or any ADR to the contrary, the Depositary shall not be obligated to give notice to the Company, any Holders of ADSs or any other Custodian of its acting as Custodian pursuant to the Deposit Agreement.

Upon the appointment of any successor depositary, any Custodian then acting hereunder shall, unless otherwise instructed by the Depositary, continue to be the Custodian of the Deposited Property without any further act or writing, and shall be subject to the direction of the successor depositary. The successor depositary so appointed shall, nevertheless, on the written request of any Custodian, execute and deliver to such Custodian all such instruments as may be proper to give to such Custodian full and complete power and authority to act on the direction of such successor depositary.

**Section 5.6 Notices and Reports.** On or before the first date on which the Company gives notice, by publication or otherwise, of any meeting of holders of Shares or other Deposited Securities, or of any adjourned meeting of such holders, or of the taking of any action by such holders other than at a meeting, or of the taking of any action in respect of any cash or other distributions or the offering of any rights in respect of Deposited Securities, the Company shall transmit to the Depositary and the Custodian a copy of the notice thereof in the English language but otherwise in the form given or to be given to holders of Shares or other Deposited Securities. The Company shall also furnish to the Custodian and the Depositary a summary, in English, of any applicable provisions or proposed provisions of the Articles of Association of the Company that may be relevant or pertain to such notice of meeting or be the subject of a vote thereat.

The Company will also transmit to the Depositary (a) an English language version of the other notices, reports and communications which are made generally available by the Company to holders of its Shares or other Deposited Securities and (b) the English-language versions of the Company's annual and semi-annual reports prepared in accordance with the applicable requirements of the Commission. The Depositary shall arrange, at the request of the Company and at the Company's expense, to provide copies thereof to all Holders or make such notices, reports and other communications available to all Holders on a basis similar to that for holders of Shares or other Deposited Securities or on such other basis as the Company may advise the Depositary or as may be required by any applicable law, regulation or stock exchange requirement. The Company has delivered to the Depositary and the Custodian a copy of the Company's Articles of Association along with the provisions of or governing the Shares and any other Deposited Securities issued by the Company in connection with such Shares, and promptly upon any amendment thereto or change therein, the Company shall deliver to the Depositary and the Custodian a copy of such amendment thereto or change therein. The Depositary may rely upon such copy for all purposes of the Deposit Agreement.

The Depositary will, at the expense of the Company, make available a copy of any such notices, reports or communications issued by the Company and delivered to the Depositary for inspection by the Holders of the ADSs at the Depositary's Principal Office, at the office of the Custodian and at any other designated transfer office.

**Section 5.7 Issuance of Additional Shares, ADSs etc.** The Company agrees that in the event it or any of its Affiliates proposes (i) an issuance, sale or distribution of additional Shares, (ii) an offering of rights to subscribe for Shares or other Deposited Securities, (iii) an issuance or assumption of securities convertible into or exchangeable for Shares, (iv) an issuance of rights to subscribe for securities convertible into or exchangeable for Shares, (v) an elective dividend of cash or Shares, (vi) a redemption of Deposited Securities, (vii) a meeting of holders of Deposited Securities, or solicitation of consents or proxies, relating to any reclassification of securities, merger or consolidation or transfer of assets, (viii) any assumption, reclassification, recapitalization, reorganization, merger, consolidation or sale of assets which affects the Deposited Securities, or (ix) a distribution of securities other than Shares, it will obtain U.S. legal advice and take all steps reasonably necessary to ensure that the application of the proposed transaction to Holders and Beneficial Owners does not violate the registration provisions of the Securities Act, or any other applicable laws (including, without limitation, the Investment Company Act of 1940, as amended, the Exchange Act and the securities laws of the states of the U.S.). In support of the foregoing, the Company will furnish to the Depositary (a) a written opinion of U.S. counsel (reasonably satisfactory to the Depositary) stating whether such transaction (1) requires a registration statement under the Securities Act to be in effect or (2) is exempt from the registration requirements of the Securities Act and (b) an opinion of Korean counsel stating that (1) making the transaction available to Holders and Beneficial Owners does not violate the laws or regulations of Korea and (2) all requisite regulatory consents and approvals have been obtained in Korea. If the filing of a registration statement is required, the Depositary shall not have any obligation to proceed with the transaction unless it shall have received evidence reasonably satisfactory to it that such registration statement has been declared effective. If, being advised by counsel, the Company determines that a transaction is required to be registered under the Securities Act, the Company will either (i) register such transaction to the extent necessary, (ii) alter the terms of the transaction to avoid the registration requirements of the Securities Act or (iii) direct the Depositary to take specific measures, in each case as contemplated in the Deposit Agreement, to prevent such transaction from violating the registration requirements of the Securities Act. The Company agrees with the Depositary that neither the Company nor any of its Affiliates will at any time (i) deposit any Shares or other Deposited Securities, either upon original issuance or upon a sale of Shares or other Deposited Securities previously issued and reacquired by the Company or by any such Affiliate, or (ii) issue additional Shares, rights to subscribe for such Shares, securities convertible into or exchangeable for Shares or rights to subscribe for such securities or distribute securities other than Shares, unless such transaction and the securities issuable in such transaction do not violate the registration provisions of the Securities Act, or any other applicable laws (including, without limitation, the Investment Company Act of 1940, as amended, the Exchange Act and the securities laws of the states of the U.S.).

Notwithstanding anything else contained in the Deposit Agreement, nothing in the Deposit Agreement shall be deemed to obligate the Company to file any registration statement in respect of any proposed transaction.

**Section 5.8 Indemnification.** The Depositary agrees to indemnify the Company and its directors, officers, employees, agents and Affiliates against, and hold each of them harmless from, any direct loss, liability, tax, charge or expense of any kind whatsoever (including, but not limited to, the reasonable fees and expenses of counsel) which may arise out of acts performed or omitted by the Depositary under the terms hereof due to the negligence or bad faith of the Depositary.

The Company agrees to indemnify the Depositary, the Custodian and any of their respective directors, officers, employees, agents and Affiliates against, and hold each of them harmless from, any direct loss, liability, tax, charge or expense of any kind whatsoever (including, but not limited to, the reasonable fees and expenses of counsel) that may arise (a) out of, or in connection with, any offer, issuance, sale, resale, transfer, deposit or withdrawal of ADRs, ADSs, the Shares, or other Deposited Securities, as the case may be, (b) out of, or as a result of, any offering documents in respect thereof or (c) out of acts performed or omitted, including, but not limited to, any delivery by the Depositary on behalf of the Company of information regarding the Company, in connection with the Deposit Agreement, the ADRs, the ADSs, the Shares, or any Deposited Property, in any such case (i) by the Depositary, the Custodian or any of their respective directors, officers, employees, agents and Affiliates, except to the extent such loss, liability, tax, charge or expense is due to the negligence or bad faith of any of them, or (ii) by the Company or any of its directors, officers, employees, agents and Affiliates.

The obligations set forth in this Section shall survive the termination of the Deposit Agreement and the succession or substitution of any party hereto.

Any person seeking indemnification hereunder (an “indemnified person”) shall notify the person from whom it is seeking indemnification (the “indemnifying person”) of the commencement of any indemnifiable action or claim promptly after such indemnified person becomes aware of such commencement (provided that the failure to make such notification shall not affect such indemnified person’s rights to seek indemnification except to the extent the indemnifying person is materially prejudiced by such failure) and shall consult in good faith with the indemnifying person as to the conduct of the defense of such action or claim that may give rise to an indemnity hereunder, which defense shall be reasonable in the circumstances. No indemnified person shall compromise or settle any action or claim that may give rise to an indemnity hereunder without the consent of the indemnifying person, which consent shall not be unreasonably withheld.

**Section 5.9 ADS Fees and Charges.** The Company, the Holders, the Beneficial Owners, persons depositing Shares or withdrawing Deposited Securities in connection with the issuance and cancellation of ADSs, and persons receiving ADSs upon issuance or whose ADSs are being cancelled shall be required to pay the Depository's fees and related charges identified as payable by them respectively in the Fee Schedule attached hereto as Exhibit B. All ADS fees and charges so payable may be deducted from distributions or must be remitted to the Depository, or its designee, and may, at any time and from time to time, be changed by agreement between the Depository and the Company, but, in the case of ADS fees and charges payable by Holders and Beneficial Owners, only in the manner contemplated in Section 6.1. The Depository shall provide, without charge, a copy of its latest ADS fee schedule to anyone upon request.

ADS fees and charges for (i) the issuance of ADSs and (ii) the cancellation of ADSs will be payable by the person for whom the ADSs are so issued by the Depository (in the case of ADS issuances) and by the person for whom ADSs are being cancelled (in the case of ADS cancellations). In the case of ADSs issued by the Depository into DTC or presented to the Depository via DTC, the ADS issuance and cancellation fees and charges will be payable by the DTC Participant(s) receiving the ADSs from the Depository or the DTC Participant(s) holding the ADSs being cancelled, as the case may be, on behalf of the Beneficial Owner(s) and will be charged by the DTC Participant(s) to the account(s) of the applicable Beneficial Owner(s) in accordance with the procedures and practices of the DTC participant(s) as in effect at the time. ADS fees and charges in respect of distributions and the ADS service fee are payable by Holders as of the applicable ADS Record Date established by the Depository. In the case of distributions of cash, the amount of the applicable ADS fees and charges is deducted from the funds being distributed. In the case of (i) distributions other than cash and (ii) the ADS service fee, the applicable Holders as of the ADS Record Date established by the Depository will be invoiced for the amount of the ADS fees and charges and such ADS fees may be deducted from distributions made to Holders. For ADSs held through DTC, the ADS fees and charges for distributions other than cash and the ADS service fee may be deducted from distributions made through DTC, and may be charged to the DTC Participants in accordance with the procedures and practices prescribed by DTC from time to time and the DTC Participants in turn charge the amount of such ADS fees and charges to the Beneficial Owners for whom they hold ADSs. In the case of (i) registration of ADS transfers, the ADS transfer fee will be payable by the ADS Holder whose ADSs are being transferred or by the person to whom the ADSs are transferred, and (ii) conversion of ADSs of one series for ADSs of another series, the ADS conversion fee will be payable by the Holder whose ADSs are converted or by the person to whom the converted ADSs are delivered.

The Depositary may reimburse the Company for certain expenses incurred by the Company in respect of the ADR program established pursuant to the Deposit Agreement, by making available a portion of the ADS fees charged in respect of the ADR program or otherwise, upon such terms and conditions as the Company and the Depositary agree from time to time. The Company shall pay to the Depositary such fees and charges, and reimburse the Depositary for such out-of-pocket expenses, as the Depositary and the Company may agree from time to time. Responsibility for payment of such fees, charges and reimbursements may from time to time be changed by agreement between the Company and the Depositary. Unless otherwise agreed, the Depositary shall present its statement for such fees, charges and reimbursements to the Company once every three months. The charges and expenses of the Custodian are for the sole account of the Depositary.

The obligations of Holders and Beneficial Owners to pay ADS fees and charges shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary as described in Section 5.4, the right to collect ADS fees and charges shall extend for those ADS fees and charges incurred prior to the effectiveness of such resignation or removal.

**Section 5.10 Restricted Securities Owners.** The Company agrees to advise in writing each of the persons or entities who, to the knowledge of the Company, holds Restricted Securities that such Restricted Securities are ineligible for deposit hereunder (except under the circumstances contemplated in Section 2.14) and, to the extent practicable, shall require each of such persons to represent in writing that such person will not deposit Restricted Securities hereunder (except under the circumstances contemplated in Section 2.14).

## ARTICLE VI

### AMENDMENT AND TERMINATION

**Section 6.1 Amendment/Supplement.** Subject to the terms and conditions of this Section 6.1 and applicable law, the ADRs outstanding at any time, the provisions of the Deposit Agreement and the form of ADR attached hereto and to be issued under the terms hereof may at any time and from time to time be amended or supplemented by written agreement between the Company and the Depositary in any respect which they may deem necessary or desirable without the prior written consent of the Holders or Beneficial Owners. Any amendment or supplement which shall impose or increase any fees or charges (other than charges in connection with foreign exchange control regulations, and taxes and other governmental charges, delivery and other such expenses), or which shall otherwise materially prejudice any substantial existing right of Holders or Beneficial Owners, shall not, however, become effective as to outstanding ADSs until the expiration of thirty (30) days after notice of such amendment or supplement shall have been given to the Holders of outstanding ADSs. Notice of any amendment to the Deposit Agreement or any ADR shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, provided, however, that, in each such case, the notice given to the Holders identifies a means for Holders and Beneficial Owners to retrieve or receive the text of such amendment (*e.g.*, upon retrieval from the Commission's, the Depositary's or the Company's website or upon request from the Depositary). The parties hereto agree that any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depositary) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act or (b) the ADSs to be settled solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to materially prejudice any substantial existing rights of Holders or Beneficial Owners. Every Holder and Beneficial Owner at the time any amendment or supplement so becomes effective shall be deemed, by continuing to hold such ADSs, to consent and agree to such amendment or supplement and to be bound by the Deposit Agreement and the ADR, if applicable, as amended or supplemented thereby. In no event shall any amendment or supplement impair the right of the Holder to surrender such ADS and receive therefor the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Notwithstanding the foregoing, if any governmental body should adopt new laws, rules or regulations which would require an amendment of, or supplement to, the Deposit Agreement to ensure compliance therewith, the Company and the Depositary may amend or supplement the Deposit Agreement and any ADRs at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement and any ADRs in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance with such laws, rules or regulations.



**Section 6.2 Termination.** The Depositary shall, at any time at the written direction of the Company, terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. If (i) ninety (90) days shall have expired after the Depositary shall have delivered to the Company a written notice of its election to resign, or (ii) ninety (90) days shall have expired after the Company shall have delivered to the Depositary a written notice of the removal of the Depositary, and, in either case, a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.4 of the Deposit Agreement, the Depositary may terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. The date so fixed for termination of the Deposit Agreement in any termination notice so distributed by the Depositary to the Holders of ADSs is referred to as the “Termination Date”. Until the Termination Date, the Depositary shall continue to perform all of its obligations under the Deposit Agreement, and the Holders and Beneficial Owners will be entitled to all of their rights under the Deposit Agreement.

If any ADSs shall remain outstanding after the Termination Date, the Registrar and the Depositary shall not, after the Termination Date, have any obligation to perform any further acts under the Deposit Agreement, except that the Depositary shall, subject, in each case, to the terms and conditions of the Deposit Agreement, continue to (i) collect dividends and other distributions pertaining to Deposited Securities, (ii) sell Deposited Property received in respect of Deposited Securities, (iii) deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any other Deposited Property, in exchange for ADSs surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the fees and charges of, and expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (iv) take such actions as may be required under applicable law in connection with its role as Depositary under the Deposit Agreement.

At any time after the Termination Date, the Depositary may sell the Deposited Property then held under the Deposit Agreement and shall after such sale hold un-invested the net proceeds of such sale, together with any other cash then held by it under the Deposit Agreement, in an un-segregated account and without liability for interest, for the *pro rata* benefit of the Holders whose ADSs have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement except (i) to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the fees and charges of, and expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (ii) as may be required at law in connection with the termination of the Deposit Agreement. After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement, except for its obligations to the Depositary under Sections 5.8, 5.9 and 7.6 of the Deposit Agreement. The obligations under the terms of the Deposit Agreement of Holders and Beneficial Owners of ADSs outstanding as of the Termination Date shall survive the Termination Date and shall be discharged only when the applicable ADSs are presented by their Holders to the Depositary for cancellation under the terms of the Deposit Agreement (except as specifically provided in the Deposit Agreement).

Notwithstanding anything contained in the Deposit Agreement or any ADR, in connection with the termination of the Deposit Agreement, the Depositary may, independently and without the need for any action by the Company, make available to Holders of ADSs a means to withdraw the Deposited Securities represented by their ADSs and to direct the deposit of such Deposited Securities into an unsponsored American depositary shares program established by the Depositary, upon such terms and conditions as the Depositary may deem reasonably appropriate, subject however, in each case, to satisfaction of the applicable registration requirements by the unsponsored American depositary shares program under the Securities Act, and to receipt by the Depositary of payment of the applicable fees and charges of, and reimbursement of the applicable expenses incurred by, the Depositary.

## ARTICLE VII MISCELLANEOUS

**Section 7.1 Counterparts.** The Deposit Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same agreement. Copies of the Deposit Agreement shall be maintained with the Depositary and shall be open to inspection by any Holder during business hours.

**Section 7.2 No Third-Party Beneficiaries/Acknowledgments.** The Deposit Agreement is for the exclusive benefit of the parties hereto (and their successors) and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person, except to the extent specifically set forth in the Deposit Agreement. Nothing in the Deposit Agreement shall be deemed to give rise to a partnership or joint venture among the parties nor establish a fiduciary or similar relationship among the parties. The parties hereto acknowledge and agree that (i) Citibank and its Affiliates may at any time have multiple banking relationships with the Company, the Holders, the Beneficial Owners, and their respective Affiliates, (ii) Citibank and its Affiliates may own and deal in any class of securities of the Company and its Affiliates and in ADSs, and may be engaged at any time in transactions in which parties adverse to the Company, the Holders, the Beneficial Owners or their respective Affiliates may have interests, (iii) the Depositary and its Affiliates may from time to time have in their possession non-public information about the Company, the Holders, the Beneficial Owners, and their respective Affiliates, (iv) nothing contained in the Deposit Agreement shall (a) preclude Citibank or any of its Affiliates from engaging in such transactions or establishing or maintaining such relationships, or (b) obligate Citibank or any of its Affiliates to disclose such information, transactions or relationships, or to account for any profit made or payment received in such transactions or relationships, (v) the Depositary shall not be deemed to have knowledge of any information any other division of Citibank or any of its Affiliates may have about the Company, the Holders, the Beneficial Owners, or any of their respective Affiliates, and (vi) the Company, the Depositary, the Custodian and their respective agents and controlling persons may be subject to the laws and regulations of jurisdictions other than the U.S. and Korea, and the authority of courts and regulatory authorities of such other jurisdictions, and, consequently, the requirements and the limitations of such other laws and regulations, and the decisions and orders of such other courts and regulatory authorities, may affect the rights and obligations of the parties to the Deposit Agreement.

**Section 7.3 Severability.** In case any one or more of the provisions contained in the Deposit Agreement or in the ADRs should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby.

**Section 7.4 Holders and Beneficial Owners as Parties; Binding Effect.** The Holders and Beneficial Owners from time to time of ADSs issued hereunder shall be parties to the Deposit Agreement and shall be bound by all of the terms and conditions hereof and of any ADR evidencing their ADSs by acceptance thereof or any beneficial interest therein.

**Section 7.5 Notices.** Any and all notices to be given to the Company shall be deemed to have been duly given if personally delivered or sent by mail, air courier or cable, telex or facsimile transmission, confirmed by letter personally delivered or sent by mail or air courier, addressed to DoubleDown Interactive Co., Ltd., 13F, Gangnam Finance Center, 152 Teheran-ru Gangnam-gu, Seoul 06236, Republic of Korea, Attention: Company Secretary, with a copy to DoubleDown Interactive, LLC, 605 5<sup>th</sup> Avenue, Suite 300, Seattle, WA 98104, Attention: Chief Financial Officer, or to any other address which the Company may specify in writing to the Depositary.

Any and all notices to be given to the Depositary shall be deemed to have been duly given if personally delivered or sent by mail, air courier or cable, telex or facsimile transmission, confirmed by letter personally delivered or sent by mail or air courier, addressed to Citibank, N.A., 388 Greenwich Street, New York, New York 10013, U.S.A., Attention: Depositary Receipts Department, or to any other address which the Depositary may specify in writing to the Company.

Any and all notices to be given to any Holder shall be deemed to have been duly given **(a)** if personally delivered or sent by mail or cable, telex or facsimile transmission, confirmed by letter, addressed to such Holder at the address of such Holder as it appears on the books of the Depository or, if such Holder shall have filed with the Depository a request that notices intended for such Holder be mailed to some other address, at the address specified in such request, or **(b)** if a Holder shall have designated such means of notification as an acceptable means of notification under the terms of the Deposit Agreement, by means of electronic messaging addressed for delivery to the e-mail address designated by the Holder for such purpose. Notice to Holders shall be deemed to be notice to Beneficial Owners for all purposes of the Deposit Agreement. Failure to notify a Holder or any defect in the notification to a Holder shall not affect the sufficiency of notification to other Holders or to the Beneficial Owners of ADSs held by such other Holders. Any notices given to DTC under the terms of the Deposit Agreement shall (unless otherwise specified by the Depository) constitute notice to the DTC Participants who hold the ADSs in their DTC accounts and to the Beneficial Owners of such ADSs.

Delivery of a notice sent by mail, air courier or cable, telex or facsimile transmission shall be deemed to be effective at the time when a duly addressed letter containing the same (or a confirmation thereof in the case of a cable, telex or facsimile transmission) is deposited, postage prepaid, in a post-office letter box or delivered to an air courier service, without regard for the actual receipt or time of actual receipt thereof by a Holder. The Depository or the Company may, however, act upon any cable, telex or facsimile transmission received by it from any Holder, the Custodian, the Depository, or the Company, notwithstanding that such cable, telex or facsimile transmission shall not be subsequently confirmed by letter.

Delivery of a notice by means of electronic messaging shall be deemed to be effective at the time of the initiation of the transmission by the sender (as shown on the sender's records), notwithstanding that the intended recipient retrieves the message at a later date, fails to retrieve such message, or fails to receive such notice on account of its failure to maintain the designated e-mail address, its failure to designate a substitute e-mail address or for any other reason.

**Section 7.6 Governing Law and Jurisdiction.** The Deposit Agreement, the ADRs and the ADSs shall be interpreted in accordance with, and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by, the laws of the State of New York without reference to the principles of choice of law thereof. Notwithstanding anything contained in the Deposit Agreement to the contrary, any ADR or any present or future provisions of the laws of the State of New York, the rights of holders of Shares and of any other Deposited Securities and the obligations and duties of the Company in respect of the holders of Shares and other Deposited Securities, as such, shall be governed by the laws of Korea (or, if applicable, such other laws as may govern the Deposited Securities).

Except as set forth in the following paragraph of this Section 7.6, the Company and the Depositary agree that the federal or state courts in the City of New York shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute between them that may arise out of or in connection with the Deposit Agreement and, for such purposes, each irrevocably submits to the non-exclusive jurisdiction of such courts. The Company hereby irrevocably designates, appoints and empowers CT Corporation System (the "Agent") now at 111 Eighth Avenue, 13<sup>th</sup> Floor, New York, NY 10011, as its authorized agent to receive and accept for and on its behalf, and on behalf of its properties, assets and revenues, service by mail of any and all legal process, summons, notices and documents that may be served in any suit, action or proceeding brought against the Company in any federal or state court as described in the preceding sentence or in the next paragraph of this Section 7.6. If for any reason the Agent shall cease to be available to act as such, the Company agrees to designate a new agent in New York on the terms and for the purposes of this Section 7.6 reasonably satisfactory to the Depositary. The Company further hereby irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents in any suit, action or proceeding against the Company, by service by mail of a copy thereof upon the Agent (whether or not the appointment of such Agent shall for any reason prove to be ineffective or such Agent shall fail to accept or acknowledge such service), with a copy mailed to the Company by registered or certified air mail, postage prepaid, to its address provided in Section 7.5. The Company agrees that the failure of the Agent to give any notice of such service to it shall not impair or affect in any way the validity of such service or any judgment rendered in any action or proceeding based thereon.

Notwithstanding the foregoing, the Depositary and the Company unconditionally agree that in the event of any suit, action or proceeding against (a) the Company, (b) the Depositary in its capacity as Depositary under the Deposit Agreement, or (c) against both the Company and the Depositary, in any such case, in any state or federal court of the United States, and the Depositary or the Company have any claim, for indemnification or otherwise, against each other arising out of the subject matter of such suit, action or proceeding, then the Company and the Depositary may pursue such claim against each other in the state or federal court in the United States in which such suit, action, or proceeding is pending and, for such purposes, the Company and the Depositary irrevocably submit to the non-exclusive jurisdiction of such courts. The Company agrees that service of process upon the Agent in the manner set forth in the preceding paragraph shall be effective service upon it for any suit, action or proceeding brought against it as described in this paragraph.

The Company irrevocably and unconditionally waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any actions, suits or proceedings brought in any court as provided in this Section 7.6, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

The Company irrevocably and unconditionally waives, to the fullest extent permitted by law, and agrees not to plead or claim, any right of immunity from legal action, suit or proceeding, from setoff or counterclaim, from the jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution or judgment, from execution of judgment, or from any other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, and consents to such relief and enforcement against it, its assets and its revenues in any jurisdiction, in each case with respect to any matter arising out of, or in connection with, the Deposit Agreement, any ADR or the Deposited Property.

**EACH OF THE PARTIES TO THE DEPOSIT AGREEMENT (INCLUDING, WITHOUT LIMITATION, EACH HOLDER AND BENEFICIAL OWNER) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY ARISING OUT OF, OR RELATING TO, THE DEPOSIT AGREEMENT, ANY ADR AND ANY TRANSACTIONS CONTEMPLATED THEREIN (WHETHER BASED ON CONTRACT, TORT, COMMON LAW OR OTHERWISE).**

The provisions of this Section 7.6 shall survive any termination of the Deposit Agreement, in whole or in part.

**Section 7.7 Assignment.** Subject to the provisions of Section 5.4, the Deposit Agreement may not be assigned by either the Company or the Depositary.

**Section 7.8 Compliance with, and No Disclaimer under, U.S. Securities Laws.**

(a) Notwithstanding anything in the Deposit Agreement to the contrary, the withdrawal or delivery of Deposited Securities will not be suspended by the Company or the Depositary except as would be permitted by Instruction I.A.(1) of the General Instructions to Form F-6 Registration Statement, as amended from time to time, under the Securities Act.

(b) Each of the parties to the Deposit Agreement (including, without limitation, each Holder and Beneficial Owner) acknowledges and agrees that no provision of the Deposit Agreement or any ADR shall, or shall be deemed to, disclaim any liability under the Securities Act or the Exchange Act, in each case to the extent established under applicable U.S. laws.

**Section 7.9 Korean Law References.** Any summary of Korean laws and regulations and of the terms of the Company's Articles of Association set forth in the Deposit Agreement have been provided by the Company solely for the convenience of Holders, Beneficial Owners and the Depositary. While such summaries are believed by the Company to be accurate as of the date of the Deposit Agreement, (i) they are summaries and as such may not include all aspects of the materials summarized applicable to a Holder or Beneficial Owner, and (ii) these laws and regulations and the Company's Articles of Association may change after the date of the Deposit Agreement. Neither the Depositary nor the Company has any obligation under the terms of the Deposit Agreement to update any such summaries.

**Section 7.10 Titles and References.**

(a) **Deposit Agreement.** All references in the Deposit Agreement to exhibits, articles, sections, subsections, and other subdivisions refer to the exhibits, articles, sections, subsections and other subdivisions of the Deposit Agreement unless expressly provided otherwise. The words "the Deposit Agreement", "herein", "hereof", "hereby", "hereunder", and words of similar import refer to the Deposit Agreement as a whole as in effect at the relevant time between the Company, the Depositary and the Holders and Beneficial Owners of ADSs and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and *vice versa* unless the context otherwise requires. Titles to sections of the Deposit Agreement are included for convenience only and shall be disregarded in construing the language contained in the Deposit Agreement. References to "applicable laws and regulations" shall refer to laws and regulations applicable to ADRs, ADSs or Deposited Property as in effect at the relevant time of determination, unless otherwise required by law or regulation.

**(b) ADRs.** All references in any ADR(s) to paragraphs, exhibits, articles, sections, subsections, and other subdivisions refer to the paragraphs, exhibits, articles, sections, subsections and other subdivisions of the ADR(s) in question unless expressly provided otherwise. The words “the Receipt”, “the ADR”, “herein”, “hereof”, “hereby”, “hereunder”, and words of similar import used in any ADR refer to the ADR as a whole and as in effect at the relevant time, and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter gender in any ADR shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and *vice versa* unless the context otherwise requires. Titles to paragraphs of any ADR are included for convenience only and shall be disregarded in construing the language contained in the ADR. References to “applicable laws and regulations” shall refer to laws and regulations applicable to the Company, the Depositary, the Custodian, their agents and controlling persons, the ADRs, the ADSs and the Deposited Property as in effect at the relevant time of determination, unless otherwise required by law or regulation.

IN WITNESS WHEREOF, DOUBLEDOWN INTERACTIVE CO., LTD. and CITIBANK, N.A. have duly executed the Deposit Agreement as of the day and year first above set forth and all Holders and Beneficial Owners shall become parties hereto upon acceptance by them of ADSs issued in accordance with the terms hereof, or upon acquisition of any beneficial interest therein.

**DOUBLEDOWN INTERACTIVE CO., LTD.**

By: \_\_\_\_\_  
Name:  
Title:

**CITIBANK, N.A.**

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT A**  
**[FORM OF ADR]**

Number \_\_\_\_\_

CUSIP NUMBER: \_\_\_\_\_

American Depositary Shares (each twenty (20) American Depositary  
Shares representing the right to receive one (1) fully paid common share)

AMERICAN DEPOSITARY RECEIPT

for

AMERICAN DEPOSITARY SHARES

representing

DEPOSITED COMMON SHARES

of

DOUBLEDOWN INTERACTIVE CO., LTD.

(Incorporated under the laws of the Republic of Korea)

CITIBANK, N.A., a national banking association organized and existing under the laws of the United States of America, as depositary (the "Depositary"), hereby certifies that \_\_\_\_\_ is the owner of \_\_\_\_\_ American Depositary Shares (hereinafter "ADS") representing deposited common shares, including evidence of rights to receive such common shares (the "Shares"), of DoubleDown Interactive Co., Ltd., a corporation incorporated under the laws of the Republic of Korea (the "Company"). As of the date of issuance of this ADR, twenty (20) ADSs represent the right to receive one (1) Share deposited under the Deposit Agreement (as hereinafter defined) with the Custodian, which at the date of issuance of this ADR is Korea Securities Depository (the "Custodian"). The ADS(s)-to-Share(s) ratio is subject to amendment as provided in Articles IV and VI of the Deposit Agreement. The Depositary's Principal Office is located at 388 Greenwich Street, New York, New York 10013, U.S.A.

**(1) The Deposit Agreement.** This American Depositary Receipt is one of an issue of American Depositary Receipts (“ADRs”), all issued and to be issued upon the terms and conditions set forth in the Deposit Agreement, dated as of **[date]**, 2021 (as amended and supplemented from time to time, the “Deposit Agreement”), by and among the Company, the Depositary, and all Holders and Beneficial Owners from time to time of ADSs issued thereunder. The Deposit Agreement sets forth the rights and obligations of Holders and Beneficial Owners of ADSs and the rights and duties of the Depositary in respect of the Shares deposited thereunder and any and all other Deposited Property (as defined in the Deposit Agreement) from time to time received and held on deposit in respect of the ADSs. Copies of the Deposit Agreement are on file at the Principal Office of the Depositary and with the Custodian. Each Holder and each Beneficial Owner, upon acceptance of any ADSs (or any interest therein) issued in accordance with the terms and conditions of the Deposit Agreement, shall be deemed for all purposes to (a) be a party to and bound by the terms of the Deposit Agreement and the applicable ADR(s), and (b) appoint the Depositary its attorney-in-fact, with full power to delegate, to act on its behalf and to take any and all actions contemplated in the Deposit Agreement and the applicable ADR(s), to adopt any and all procedures necessary to comply with applicable law and to take such action as the Depositary in its sole discretion may deem necessary or appropriate to carry out the purposes of the Deposit Agreement and the applicable ADR(s), the taking of such actions to be the conclusive determinant of the necessity and appropriateness thereof. The manner in which a Beneficial Owner holds ADSs (e.g., in a brokerage account vs. as registered holder) may affect the rights and obligations of, the manner in which, and the extent to which, services are made available to, Beneficial Owners pursuant to the terms of the Deposit Agreement.

The statements made on the face and reverse of this ADR are summaries of certain provisions of the Deposit Agreement and the Articles of Association of the Company (as in effect on the date of the signing of the Deposit Agreement) and are qualified by and subject to the detailed provisions of the Deposit Agreement and the Articles of Association, to which reference is hereby made.

All capitalized terms not defined herein shall have the meanings ascribed thereto in the Deposit Agreement.

The Depositary makes no representation or warranty as to the validity or worth of the Deposited Property. The Depositary has made arrangements for the acceptance of the ADSs into DTC. Each Beneficial Owner of ADSs held through DTC must rely on the procedures of DTC and the DTC Participants to exercise and be entitled to any rights attributable to such ADSs. The Depositary may issue Uncertificated ADSs subject, however, to the terms and conditions of Section 2.13 of the Deposit Agreement.

**(2) Surrender of ADSs and Withdrawal of Deposited Securities.** The Holder of this ADR (and of the ADSs evidenced hereby) shall be entitled to Delivery (at the Custodian’s designated office) of the Deposited Securities at the time represented by the ADSs evidenced hereby upon satisfaction of each of the following conditions: (i) the Holder (or a duly-authorized attorney of the Holder) has duly Delivered ADSs to the Depositary at its Principal Office the ADSs evidenced hereby (and, if applicable, this ADR evidencing such ADSs) for the purpose of withdrawal of the Deposited Securities represented thereby, (ii) if applicable and so required by the Depositary, this ADR Delivered to the Depositary for such purpose has been properly endorsed in blank or is accompanied by proper instruments of transfer in blank (including signature guarantees in accordance with standard securities industry practice), (iii) if so required by the Depositary, the Holder of the ADSs has executed and delivered to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be Delivered to or upon the written order of the person(s) designated in such order, and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case*, to the terms and conditions of this ADR evidencing the surrendered ADSs, of the Deposit Agreement, of the Company’s Articles of Association and of any applicable laws and the rules of CSD, and to any provisions of or governing the Deposited Securities, in each case as in effect at the time thereof.

Upon satisfaction of each of the conditions specified above, the Depositary (i) shall cancel the ADSs Delivered to it (and, if applicable, this ADR(s) evidencing the ADSs so Delivered), (ii) shall direct the Registrar to record the cancellation of the ADSs so Delivered on the books maintained for such purpose, and (iii) shall direct the Custodian to Deliver, or cause the Delivery of, in each case, without unreasonable delay, the Deposited Securities represented by the ADSs so canceled together with any certificate or other document of title for the Deposited Securities, or evidence of the electronic transfer thereof (if available), as the case may be, to or upon the written order of the person(s) designated in the order delivered to the Depositary for such purpose, *subject however, in each case*, to the terms and conditions of the Deposit Agreement, of this ADR evidencing the ADS so canceled, of the Articles of Association of the Company, of any applicable laws and of the rules of CSD, and to the terms and conditions of or governing the Deposited Securities, in each case as in effect at the time thereof.

The Depositary shall not accept for surrender ADSs representing less than one (1) Share. In the case of Delivery to it of ADSs representing a number other than a whole number of Shares, the Depositary shall cause ownership of the appropriate whole number of Shares to be Delivered in accordance with the terms hereof, and shall, at the discretion of the Depositary, either (i) return to the person surrendering such ADSs the number of ADSs representing any remaining fractional Share, or (ii) sell or cause to be sold the fractional Share represented by the ADSs so surrendered and remit the proceeds of such sale (net of (a) applicable fees and charges of, and expenses incurred by, the Depositary and (b) taxes withheld) to the person surrendering the ADSs.

Notwithstanding anything else contained in this ADR or the Deposit Agreement, the Depositary may make delivery at the Principal Office of the Depositary of Deposited Property consisting of (i) any cash dividends or cash distributions, or (ii) any proceeds from the sale of any non-cash distributions, which are at the time held by the Depositary in respect of the Deposited Securities represented by the ADSs surrendered for cancellation and withdrawal. At the request, risk and expense of any Holder so surrendering ADSs represented by this ADR, and for the account of such Holder, the Depositary shall direct the Custodian to forward (to the extent permitted by law) any Deposited Property (other than Deposited Securities) held by the Custodian in respect of such ADSs to the Depositary for delivery at the Principal Office of the Depositary. Such direction shall be given by letter or, at the request, risk and expense of such Holder, by cable, telex or facsimile transmission.

**(3) Transfer, Combination and Split-up of ADRs.** The Registrar shall register the transfer of this ADR (and of the ADSs represented hereby) on the books maintained for such purpose and the Depositary shall (x) cancel this ADR and execute new ADRs evidencing the same aggregate number of ADSs as those evidenced by this ADR canceled by the Depositary, (y) cause the Registrar to countersign such new ADRs, and (z) Deliver such new ADRs to or upon the order of the person entitled thereto, if each of the following conditions has been satisfied: (i) this ADR has been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a transfer thereof, (ii) this surrendered ADR has been properly endorsed or is accompanied by proper instruments of transfer (including signature guarantees in accordance with standard securities industry practice), (iii) this surrendered ADR has been duly stamped (if required by the laws of the State of New York or of the United States), and (iv) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case, to the terms and conditions of this ADR, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.*

The Registrar shall register the split-up or combination of this ADR (and of the ADSs represented hereby) on the books maintained for such purpose and the Depositary shall (x) cancel this ADR and execute new ADRs for the number of ADSs requested, but in the aggregate not exceeding the number of ADSs evidenced by this ADR canceled by the Depositary, (y) cause the Registrar to countersign such new ADRs, and (z) Deliver such new ADRs to or upon the order of the Holder thereof, if each of the following conditions has been satisfied: (i) this ADR has been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depositary at its Principal Office for the purpose of effecting a split-up or combination hereof, and (ii) all applicable fees and charges of, and expenses incurred by, the Depositary and all applicable taxes and governmental charges (as are set forth in Section 5.9 of, and Exhibit B to, the Deposit Agreement) have been paid, *subject, however, in each case, to the terms and conditions of this ADR, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.*

**(4) Pre-Conditions to Registration, Transfer, Etc.** As a condition precedent to the execution and Delivery, the registration of issuance, transfer, split-up, combination or surrender, of any ADS, the delivery of any distribution thereon, or the withdrawal of any Deposited Property, the Depositary or the Custodian may require (i) payment from the depositor of Shares or presenter of ADSs or of this ADR of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to Shares being deposited or withdrawn) and payment of any applicable fees and charges of the Depositary as provided in Section 5.9 and Exhibit B to the Deposit Agreement and in this ADR, (ii) the production of proof satisfactory to it as to the identity and genuineness of any signature or any other matter contemplated by Section 3.1 of the Deposit Agreement, and (iii) compliance with (A) any laws or governmental regulations relating to the execution and Delivery of this ADR or ADSs or to the withdrawal of Deposited Securities and (B) such reasonable regulations as the Depositary and the Company may establish consistent with the provisions of this ADR, if applicable, the Deposit Agreement and applicable law.

The issuance of ADSs against deposits of Shares generally or against deposits of particular Shares may be suspended, or the deposit of particular Shares may be refused, or the registration of transfer of ADSs in particular instances may be refused, or the registration of transfer of ADSs generally may be suspended, during any period when the transfer books of the Company, the Depositary, a Registrar or the Share Registrar are closed or if any such action is deemed necessary or advisable by the Depositary or the Company, in good faith, at any time or from time to time because of any requirement of law or regulation, any government or governmental body or commission or any securities exchange on which the ADSs or Shares are listed, or under any provision of the Deposit Agreement or this ADR, if applicable, or under any provision of, or governing, the Deposited Securities, or because of a meeting of shareholders of the Company or for any other reason, subject, in all cases to Section 7.8 of the Deposit Agreement and paragraph (25) of this ADR. Notwithstanding any provision of the Deposit Agreement or this ADR to the contrary, Holders are entitled to surrender outstanding ADSs to withdraw the Deposited Securities associated therewith at any time subject only to (i) temporary delays caused by closing the transfer books of the Depositary or the Company or the deposit of Shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the ADSs or to the withdrawal of the Deposited Securities, and (iv) other circumstances specifically contemplated by Instruction I.A.(1) of the General Instructions to Form F-6 (as such General Instructions may be amended from time to time).

**(5) Compliance With Information Requests.** Notwithstanding any other provision of the Deposit Agreement or this ADR, each Holder and Beneficial Owner of the ADSs represented hereby agrees to comply with requests from the Company pursuant to applicable law, the rules and requirements of any stock exchange on which the Shares or ADSs are, or will be, registered, traded or listed, or the Articles of Association of the Company, which are made to provide information, *inter alia*, as to the capacity in which such Holder or Beneficial Owner owns ADSs (and the Shares represented by such ADSs, as the case may be) and regarding the identity of any other person(s) interested in such ADSs (and the Shares represented by such ADSs, as the case may be) and the nature of such interest and various other matters, whether or not they are Holders and/or Beneficial Owners at the time of such request.

**(6) Ownership Restrictions.** Notwithstanding any other provision contained in this ADR or of the Deposit Agreement to the contrary, the Company may restrict transfers of the Shares where such transfer might result in ownership of Shares exceeding limits imposed by applicable law or the Articles of Association of the Company. The Company may also restrict, in such manner as it deems appropriate, transfers of the ADSs where such transfer may result in the total number of Shares represented by the ADSs owned by a single Holder or Beneficial Owner to exceed any such limits. The Company may, in its sole discretion but subject to applicable law, instruct the Depositary to take action with respect to the ownership interest of any Holder or Beneficial Owner in excess of the limits set forth in the preceding sentence, including but not limited to, the imposition of restrictions on the transfer of ADSs, the removal or limitation of voting rights or the mandatory sale or disposition on behalf of a Holder or Beneficial Owner of the Shares represented by the ADSs held by such Holder or Beneficial Owner in excess of such limitations, if and to the extent such disposition is permitted by applicable law and the Articles of Association of the Company. Nothing herein or in the Deposit Agreement shall be interpreted as obligating the Depositary or the Company to ensure compliance with the ownership restrictions described herein or in Section 3.5 of the Deposit Agreement.

**(7) Reporting Obligations and Regulatory Approvals.** Applicable laws and regulations may require holders and beneficial owners of Shares, including the Holders and Beneficial Owners of ADSs, to satisfy reporting requirements and obtain regulatory approvals in certain circumstances. Holders and Beneficial Owners of ADSs are solely responsible for determining and complying with such reporting requirements and obtaining such approvals. Each Holder and each Beneficial Owner hereby agrees to make such determination, file such reports, and obtain such approvals to the extent and in the form required by applicable laws and regulations as in effect from time to time. Neither the Depositary, the Custodian, the Company or any of their respective agents or affiliates shall be required to take any actions whatsoever on behalf of Holders or Beneficial Owners to determine or satisfy such reporting requirements or obtain such regulatory approvals under applicable laws and regulations.

**(8) Liability for Taxes and Other Charges.** Any tax or other governmental charge payable by the Custodian or by the Depositary with respect to any Deposited Property, ADSs or this ADR shall be payable by the Holders and Beneficial Owners to the Depositary. The Company, the Custodian and/or the Depositary may withhold or deduct from any distributions made in respect of Deposited Property held on behalf of such Holder and/or Beneficial Owner, and may sell for the account of a Holder and/or Beneficial Owner any or all of such Deposited Property and apply such distributions and sale proceeds in payment of, any taxes (including applicable interest and penalties) or charges that are or may be payable by Holders or Beneficial Owners in respect of the ADSs, Deposited Property and this ADR, the Holder and the Beneficial Owner hereof remaining liable for any deficiency. The Custodian may refuse the deposit of Shares and the Depositary may refuse to issue ADSs, to deliver ADRs, register the transfer of ADSs, register the split-up or combination of ADRs and (subject to paragraph (25) of this ADR and Section 7.8 of the Deposit Agreement) the withdrawal of Deposited Property until payment in full of such tax, charge, penalty or interest is received. Every Holder and Beneficial Owner agrees to indemnify the Depositary, the Company, the Custodian, and any of their agents, officers, employees and Affiliates for, and to hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from (i) any ADS held by such Holder and/or owned by such Beneficial Owner, (ii) the Deposited Property represented by the ADSs, and (iii) any transaction entered into by such Holder and/or Beneficial Owner in respect of the ADSs and/or the Deposited Property represented thereby. Notwithstanding anything to the contrary contained in the Deposit Agreement or any ADR, the obligations of Holders and Beneficial Owners under Section 3.2 shall survive any transfer of ADSs, any cancellation of ADSs and withdrawal of Deposited Securities, and the termination of the Deposit Agreement.

**(9) Representations and Warranties on Deposit of Shares.** Each person depositing Shares under the Deposit Agreement shall be deemed thereby to represent and warrant that (i) such Shares and the certificates therefor are duly authorized, validly issued, fully paid, non-assessable and legally obtained by such person, (ii) all preemptive (and similar) rights, if any, with respect to such Shares have been validly waived or exercised, (iii) the person making such deposit is duly authorized so to do, (iv) the Shares presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim, (v) the Shares presented for deposit are not, and the ADSs issuable upon such deposit will not be, Restricted Securities (except as contemplated in Section 2.14 of the Deposit Agreement), and (vi) the Shares presented for deposit have not been stripped of any rights or entitlements. Such representations and warranties shall survive the deposit and withdrawal of Shares, the issuance and cancellation of ADSs in respect thereof and the transfer of such ADSs. If any such representations or warranties are false in any way, the Company and the Depository shall be authorized, at the cost and expense of the person depositing Shares, to take any and all actions necessary to correct the consequences thereof.

**(10) Proofs, Certificates and Other Information.** Any person presenting Shares for deposit, any Holder and any Beneficial Owner may be required, and every Holder and Beneficial Owner agrees, from time to time to provide to the Depository and the Custodian such proof of citizenship or residence, taxpayer status, payment of all applicable taxes or other governmental charges, exchange control approval, legal or beneficial ownership of ADSs and Deposited Property, compliance with applicable laws, the terms of the Deposit Agreement or this ADR evidencing the ADSs and the provisions of, or governing, the Deposited Property, to execute such certifications and to make such representations and warranties, and to provide such other information and documentation (or, in the case of Shares in registered form presented for deposit, such information relating to the registration on the books of the Company or of the Share Registrar) as the Depository or the Custodian may deem necessary or proper or as the Company may reasonably require by written request to the Depository consistent with its obligations under the Deposit Agreement and this ADR. The Depository and the Registrar, as applicable, may withhold the execution or delivery or registration of transfer of any ADR or ADS or the distribution or sale of any dividend or distribution of rights or of the proceeds thereof or, to the extent not limited by paragraph (25) and Section 7.8 of the Deposit Agreement, the delivery of any Deposited Property until such proof or other information is filed or such certifications are executed, or such representations and warranties are made or such other documentation or information are provided, in each case to the Depository's, the Registrar's and the Company's satisfaction.

**(11) ADS Fees and Charges.** The following ADS fees are payable under the terms of the Deposit Agreement:

- (i) **ADS Issuance Fee:** by any person for whom ADSs are issued (*e.g.*, an issuance upon a deposit of Shares, upon a change in the ADS(s)-to-Share(s) ratio, or for any other reason), excluding issuances as a result of distributions described in paragraph (iv) below, a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) issued under the terms of the Deposit Agreement;

- (ii) ADS Cancellation Fee: by any person for whom ADSs are being cancelled (*e.g.*, a cancellation of ADSs for Delivery of deposited shares, upon a change in the ADS(s)-to-Share(s) ratio, or for any other reason), a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) cancelled;
- (iii) Cash Distribution Fee: by any Holder of ADSs, a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) held for the distribution of cash dividends or other cash distributions (*e.g.*, upon a sale of rights and other entitlements);
- (iv) Stock Distribution/Rights Exercise Fee: by any Holder of ADS(s), a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) held for the distribution of ADSs pursuant to (a) stock dividends or other free stock distributions, or (b) an exercise of rights to purchase additional ADSs;
- (v) Other Distribution Fee: by any Holder of ADS(s), a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) held for the distribution of securities other than ADSs or rights to purchase additional ADSs (*e.g.*, spin-off shares);
- (vi) Depository Services Fee: by any Holder of ADS(s), a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) held on the applicable record date(s) established by the Depository;
- (vii) Registration of ADS Transfer Fee: by any Holder of ADS(s) being transferred or by any person to whom ADSs are transferred, a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) transferred; and
- (viii) ADS Conversion Fee: by any Holder of ADS(s) being converted or by any person to whom the converted ADSs are delivered, a fee not in excess of U.S. \$5.00 per 100 ADSs (or fraction thereof) converted from one ADS series to another ADS series (*e.g.*, upon conversion of Partial Entitlement ADSs for Full Entitlement ADSs, or upon conversion of Restricted ADSs into freely transferrable ADSs, and *vice versa*).

The Company, Holders, Beneficial Owners, persons depositing Shares or withdrawing Deposited Securities in connection with ADS issuances and cancellations, and persons for whom ADSs are issued or cancelled shall be responsible for the following ADS charges under the terms of the Deposit Agreement:

- (a) taxes (including applicable interest and penalties) and other governmental charges;



- (b) such registration fees as may from time to time be in effect for the registration of Shares or other Deposited Securities on the share register and applicable to transfers of Shares or other Deposited Securities to or from the name of the Custodian, the Depository or any nominees upon the making of deposits and withdrawals, respectively;
- (c) such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the Deposit Agreement to be at the expense of the person depositing Shares or withdrawing Deposited Securities or of the Holders and Beneficial Owners of ADSs;
- (d) in connection with the conversion of Foreign Currency, the fees, expenses, spreads, taxes and other charges of the Depository and/or conversion service providers (which may be a division, branch or Affiliate of the Depository). Such fees, expenses, spreads, taxes and other charges shall be deducted from the Foreign Currency;
- (e) any reasonable and customary out-of-pocket expenses incurred in such conversion and/or on behalf of the Holders and Beneficial Owners in complying with currency exchange control or other governmental requirements; and
- (f) the fees, charges, costs and expenses incurred by the Depository, the Custodian, or any nominee in connection with the ADR program.

All ADS fees and charges may, at any time and from time to time, be changed by agreement between the Depository and Company but, in the case of ADS fees and charges payable by Holders and Beneficial Owners, only in the manner contemplated by paragraph (23) of this ADR and as contemplated in Section 6.1 of the Deposit Agreement. The Depository shall provide, without charge, a copy of its latest ADS fee schedule to anyone upon request.

ADS fees and charges for (i) the issuance of ADSs and (ii) the cancellation of ADSs will be payable by the person for whom the ADSs are so issued by the Depository (in the case of ADS issuances) and by the person for whom ADSs are being cancelled (in the case of ADS cancellations). In the case of ADSs issued by the Depository into DTC or presented to the Depository via DTC, the ADS issuance and cancellation fees and charges will be payable by the DTC Participant(s) receiving the ADSs from the Depository or the DTC Participant(s) holding the ADSs being cancelled, as the case may be, on behalf of the Beneficial Owner(s) and will be charged by the DTC Participant(s) to the account(s) of the applicable Beneficial Owner(s) in accordance with the procedures and practices of the DTC participant(s) as in effect at the time. ADS fees and charges in respect of distributions and the ADS service fee are payable by Holders as of the applicable ADS Record Date established by the Depository. In the case of distributions of cash, the amount of the applicable ADS fees and charges is deducted from the funds being distributed. In the case of (i) distributions other than cash and (ii) the ADS service fee, the applicable Holders as of the ADS Record Date established by the Depository will be invoiced for the amount of the ADS fees and charges and such ADS fees may be deducted from distributions made to Holders. For ADSs held through DTC, the ADS fees and charges for distributions other than cash and the ADS service fee may be deducted from distributions made through DTC and may be charged to the DTC Participants in accordance with the procedures and practices prescribed by DTC from time to time and the DTC Participants in turn charge the amount of such ADS fees and charges to the Beneficial Owners for whom they hold ADSs. In the case of (i) registration of ADS transfers, the ADS transfer fee will be payable by the ADS Holder whose ADSs are being transferred or by the person to whom the ADSs are transferred, and (ii) conversion of ADSs of one series for ADSs of another series, the ADS conversion fee will be payable by the Holder whose ADSs are converted or by the person to whom the converted ADSs are delivered.

The Depositary may reimburse the Company for certain expenses incurred by the Company in respect of the ADR program established pursuant to the Deposit Agreement, by making available a portion of the ADS fees charged in respect of the ADR program or otherwise, upon such terms and conditions as the Company and the Depositary agree from time to time. The Company shall pay to the Depositary such fees and charges, and reimburse the Depositary for such out-of-pocket expenses, as the Depositary and the Company may agree from time to time. Responsibility for payment of such fees, charges and reimbursements may from time to time be changed by agreement between the Company and the Depositary. Unless otherwise agreed, the Depositary shall present its statement for such fees, charges and reimbursements to the Company once every three months. The charges and expenses of the Custodian are for the sole account of the Depositary.

The obligations of Holders and Beneficial Owners to pay ADS fees and charges shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary as described in Section 5.4 of the Deposit Agreement, the right to collect ADS fees and charges shall extend for those ADS fees and charges incurred prior to the effectiveness of such resignation or removal.

**(12) Title to ADRs.** Subject to the limitations contained in the Deposit Agreement and in this ADR, it is a condition of this ADR, and every successive Holder of this ADR by accepting or holding the same consents and agrees, that title to this ADR (and to each Certificated ADS evidenced hereby) shall be transferable upon the same terms as a certificated security under the laws of the State of New York, provided that, in the case of Certificated ADSs, this ADR has been properly endorsed or is accompanied by proper instruments of transfer. Notwithstanding any notice to the contrary, the Depositary and the Company may deem and treat the Holder of this ADR (that is, the person in whose name this ADR is registered on the books of the Depositary) as the absolute owner thereof for all purposes. Neither the Depositary nor the Company shall have any obligation nor be subject to any liability under the Deposit Agreement or this ADR to any holder of this ADR or any Beneficial Owner unless, in the case of a holder of ADSs, such holder is the Holder of this ADR registered on the books of the Depositary or, in the case of a Beneficial Owner, such Beneficial Owner, or the Beneficial Owner's representative, is the Holder registered on the books of the Depositary.

**(13) Validity of ADR.** The Holder(s) of this ADR (and the ADSs represented hereby) shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depository or the Company unless this ADR has been (i) dated, (ii) signed by the manual or facsimile signature of a duly-authorized signatory of the Depository, (iii) countersigned by the manual or facsimile signature of a duly-authorized signatory of the Registrar, and (iv) registered in the books maintained by the Registrar for the registration of issuances and transfers of ADRs. An ADR bearing the facsimile signature of a duly-authorized signatory of the Depository or the Registrar, who at the time of signature was a duly authorized signatory of the Depository or the Registrar, as the case may be, shall bind the Depository, notwithstanding the fact that such signatory has ceased to be so authorized prior to the delivery of such ADR by the Depository.

**(14) Available Information; Reports; Inspection of Transfer Books.**

The Company is subject to the periodic reporting requirements of the Exchange Act and, accordingly, is required to file or furnish certain reports with the Commission. These reports can be retrieved from the Commission's website ([www.sec.gov](http://www.sec.gov)) and can be inspected and copied at the public reference facilities maintained by the Commission located (as of the date of the Deposit Agreement) at 100 F Street, N.E., Washington D.C. 20549.

The Depository shall make available for inspection by Holders at its Principal Office any reports and communications, including any proxy soliciting materials, received from the Company which are both (a) received by the Depository, the Custodian, or the nominee of either of them as the holder of the Deposited Property and (b) made generally available to the holders of such Deposited Property by the Company.

The Registrar shall keep books for the registration of ADSs which at all reasonable times shall be open for inspection by the Company and by the Holders of such ADSs, provided that such inspection shall not be, to the Registrar's knowledge, for the purpose of communicating with Holders of such ADSs in the interest of a business or object other than the business of the Company or other than a matter related to the Deposit Agreement or the ADSs.

The Registrar may close the transfer books with respect to the ADSs, at any time or from time to time, when deemed necessary or advisable by it in good faith in connection with the performance of its duties hereunder, or at the reasonable written request of the Company subject, in all cases, to paragraph (25) and Section 7.8 of the Deposit Agreement.

Dated:

CITIBANK, N.A.  
Transfer Agent and Registrar

CITIBANK, N.A.  
as Depositary

By: \_\_\_\_\_  
Authorized Signatory

By: \_\_\_\_\_  
Authorized Signatory

The address of the Principal Office of the Depositary is 388 Greenwich Street, New York, New York 10013, U.S.A.

**[FORM OF REVERSE OF ADR]**  
SUMMARY OF CERTAIN ADDITIONAL PROVISIONS  
OF THE DEPOSIT AGREEMENT

**(15) Dividends and Distributions in Cash, Shares, etc.**

(a) **Cash Distributions:** Upon the receipt by the Depository of a notice from the Company (as described in Section 4.1 of the Deposit Agreement) that it intends to make a distribution of a cash dividend or other cash distribution, the Depository shall establish the ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement. Upon confirmation of receipt of (x) any cash dividend or other cash distribution on any Deposited Securities, or (y) proceeds from the sale of any Deposited Property held in respect of the ADSs under the terms of the Deposit Agreement, the Depository will (i) if any amounts are received in a Foreign Currency, promptly convert or cause to be converted such cash dividend, distribution or proceeds into Dollars (subject to the terms and conditions described in Section 4.8 of the Deposit Agreement), (ii) if applicable and unless previously established, establish the ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement, and (iii) distribute promptly the amount thus received (net of (a) the applicable fees and charges described in the Fee Schedule attached as Exhibit B to the Deposit Agreement and (b) applicable taxes withheld) to the Holders entitled thereto as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date. The Depository shall distribute only such amount, however, as can be distributed without attributing to any Holder a fraction of one cent, and any balance not so distributed shall be held by the Depository (without liability for interest thereon) and shall be added to and become part of the next sum received by the Depository for distribution to Holders of ADSs outstanding at the time of the next distribution. If the Company, the Custodian or the Depository is required to withhold and does withhold from any cash dividend or other cash distribution in respect of any Deposited Securities, or from any cash proceeds from the sales of Deposited Property, an amount on account of taxes, duties or other governmental charges, the amount distributed to Holders on the ADSs shall be reduced accordingly. Such withheld amounts shall be forwarded by the Company, the Custodian or the Depository to the relevant governmental authority. Evidence of payment thereof by the Company shall be forwarded by the Company to the Depository upon request. The Depository will hold any cash amounts it is unable to distribute in a non-interest bearing account for the benefit of the applicable Holders and Beneficial Owners of ADSs until the distribution can be effected or the funds that the Depository holds must be escheated as unclaimed property in accordance with the laws of the relevant states of the United States. Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depository timely notice of the proposed distribution provided for above, the Depository agrees to use commercially reasonable efforts to perform the actions contemplated in Section 4.1 of the Deposit Agreement, and the Company, the Holders and the Beneficial Owners acknowledge that the Depository shall have no liability for the Depository's failure to perform the actions contemplated in Section 4.1 of the Deposit Agreement where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

(b) **Share Distributions:** Upon the receipt by the Depository of a notice from the Company (as described in Section 4.2 of the Deposit Agreement) that it intends to make a distribution that consists of a dividend in, or free distribution of Shares, the Depository shall establish the ADS Record Date upon the terms described in Section 4.9 of the Deposit Agreement. Upon receipt of confirmation from the Custodian of the receipt of the Shares so distributed by the Company, the Depository shall either (i) subject to Section 5.9 of the Deposit Agreement, distribute to the Holders as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date, additional ADSs, which represent in the aggregate the number of Shares received as such dividend, or free distribution, subject to the other terms of the Deposit Agreement (including, without limitation, (a) the applicable fees and charges of, and expenses incurred by, the Depository and (b) taxes), or (ii) if additional ADSs are not so distributed, take all actions necessary so that each ADS issued and outstanding after the ADS Record Date shall, to the extent permissible by law, thenceforth also represent rights and interests in the additional integral number of Shares distributed upon the Deposited Securities represented thereby (net of (a) the applicable fees and charges of, and expenses incurred by, the Depository, and (b) taxes). In lieu of delivering fractional ADSs, the Depository shall sell the number of Shares or ADSs, as the case may be, represented by the aggregate of such fractions and distribute the net proceeds upon the terms described in Section 4.1 of the Deposit Agreement.

In the event that the Depository determines that any distribution in property (including Shares) is subject to any tax or other governmental charges which the Depository is obligated to withhold, or, if the Company in the fulfillment of its obligations under Section 5.7 of the Deposit Agreement, has furnished an opinion of U.S. counsel determining that Shares must be registered under the Securities Act or other laws in order to be distributed to Holders (and no such registration statement has been declared effective), the Depository may dispose of all or a portion of such property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depository deems necessary and practicable, and the Depository shall distribute the net proceeds of any such sale (after deduction of (a) taxes and (b) fees and charges of, and the expenses incurred by, the Depository) to Holders entitled thereto upon the terms of Section 4.1 of the Deposit Agreement. The Depository shall hold and/or distribute any unsold balance of such property in accordance with the provisions of the Deposit Agreement. Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depository timely notice of the proposed distribution provided for above, the Depository agrees to use commercially reasonable efforts to perform the actions contemplated in Section 4.2 of the Deposit Agreement, and the Company, the Holders and the Beneficial Owners acknowledge that the Depository shall have no liability for the Depository's failure to perform the actions contemplated in Section 4.2 of the Deposit Agreement where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

(c) **Elective Distributions in Cash or Shares:** Upon the receipt of a notice (as described in Section 4.3 of the Deposit Agreement) indicating that the Company wishes an elective distribution in cash or Shares to be made available to Holders of ADSs upon the terms described in the Deposit Agreement, the Company and the Depositary shall determine in accordance with the Deposit Agreement whether such distribution is lawful and reasonably practicable. The Depositary shall make such elective distribution available to Holders only if (i) the Company shall have timely requested that the elective distribution be made available to Holders, (ii) the Depositary shall have determined that such distribution is reasonably practicable and (iii) the Depositary shall have received reasonably satisfactory documentation within the terms of Section 5.7 of the Deposit Agreement. If the above conditions are satisfied, the Depositary shall, subject to the terms and conditions of the Deposit Agreement, establish the ADS Record Date according to paragraph (16) and establish procedures to enable the Holder hereof to elect to receive the proposed distribution in cash or in additional ADSs. If a Holder elects to receive the distribution in cash, the distribution shall be made as in the case of a distribution in cash. If the Holder hereof elects to receive the distribution in additional ADSs, the distribution shall be made as in the case of a distribution in Shares upon the terms described in the Deposit Agreement. If such elective distribution is not reasonably practicable or if the Depositary did not receive satisfactory documentation set forth in the Deposit Agreement, the Depositary shall establish an ADS Record Date upon the terms of Section 4.9 of the Deposit Agreement and, to the extent permitted by law, distribute to Holders, on the basis of the same determination as is made in Korea in respect of the Shares for which no election is made, either (x) cash or (y) additional ADSs representing such additional Shares, in each case, upon the terms described in the Deposit Agreement. Nothing herein or in the Deposit Agreement shall obligate the Depositary to make available to the Holder hereof a method to receive the elective distribution in Shares (rather than ADSs). There can be no assurance that the Holder hereof will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares. Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depositary timely notice of the proposed distribution provided for above, the Depositary agrees to use commercially reasonable efforts to perform the actions contemplated in Section 4.3 of the Deposit Agreement, and the Company, the Holders and the Beneficial Owners acknowledge that the Depositary shall have no liability for the Depositary's failure to perform the actions contemplated in Section 4.3 of the Deposit Agreement where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

(d) **Distribution of Rights to Purchase Additional ADSs:** Upon the receipt by the Depositary of a notice (as described in Section 4.4 of the Deposit Agreement) indicating that the Company wishes rights to subscribe for additional Shares to be made available to Holders of ADSs, the Depositary upon consultation with the Company, shall determine, whether it is lawful and reasonably practicable to make such rights available to the Holders. The Depositary shall make such rights available to any Holders only if (i) the Company shall have timely requested that such rights be made available to Holders, (ii) the Depositary shall have received reasonably satisfactory documentation within the terms of Section 5.7 of the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution of rights is reasonably practicable. If such conditions are not satisfied or if the Company requests that the rights not be made available to Holders of ADSs, the Depositary shall sell the rights as described below. In the event all conditions set forth above are satisfied, the Depositary shall establish the ADS Record Date (upon the terms described in Section 4.9 of the Deposit Agreement) and establish procedures to (x) distribute rights to purchase additional ADSs (by means of warrants or otherwise), (y) enable the Holders to exercise such rights (upon payment of the subscription price and of the applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes), and (z) deliver ADSs upon the valid exercise of such rights. Nothing herein or in the Deposit Agreement shall obligate the Depositary to make available to the Holders a method to exercise rights to subscribe for Shares (rather than ADSs). If (i) the Company does not timely request the Depositary to make the rights available to Holders or requests that the rights not be made available to Holders, (ii) the Depositary fails to receive satisfactory documentation within the terms of Section 5.7 of the Deposit Agreement or determines it is not reasonably practicable to make the rights available to Holders, or (iii) any rights made available are not exercised and appear to be about to lapse, the Depositary shall determine whether it is lawful and reasonably practicable to sell such rights, in a riskless principal capacity, at such place and upon such terms (including public and private sale) as it may deem practicable. The Depositary shall, upon such sale, convert and distribute proceeds of such sale (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) upon the terms hereof and of Section 4.1 of the Deposit Agreement. If the Depositary is unable to make any rights available to Holders upon the terms described in Section 4.4(a) of the Deposit Agreement or to arrange for the sale of the rights upon the terms described in Section 4.4(b) of the Deposit Agreement, the Depositary shall allow such rights to lapse. The Depositary shall not be liable for (i) any failure to accurately determine whether it may be lawful or practicable to make such rights available to Holders in general or any Holders in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale or exercise, or (iii) the content of any materials forwarded to the Holders on behalf of the Company in connection with the rights distribution.

Notwithstanding anything herein or in the Deposit Agreement to the contrary, if registration (under the Securities Act or any other applicable law) of the rights or the securities to which any rights relate may be required in order for the Company to offer such rights or such securities to Holders and to sell the securities represented by such rights, the Depositary will not distribute such rights to the Holders (i) unless and until a registration statement under the Securities Act (or other applicable law) covering such offering is in effect or (ii) unless the Company furnishes the Depositary opinion(s) of counsel for the Company in the United States and counsel to the Company in any other applicable country in which rights would be distributed, in each case reasonably satisfactory to the Depositary, to the effect that the offering and sale of such securities to Holders and Beneficial Owners are exempt from, or do not require registration under, the provisions of the Securities Act or any other applicable laws.

In the event that the Company, the Depositary or the Custodian shall be required to withhold and does withhold from any distribution of Deposited Property (including rights) an amount on account of taxes or other governmental charges, the amount distributed to the Holders of ADSs shall be reduced accordingly. In the event that the Depositary determines that any distribution of Deposited Property (including Shares and rights to subscribe therefor) is subject to any tax or other governmental charges which the Depositary is obligated to withhold, the Depositary may dispose of all or a portion of such Deposited Property (including Shares and rights to subscribe therefor) in such amounts and in such manner, including by public or private sale, as the Depositary deems necessary and practicable to pay any such taxes or charges.



There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive or exercise rights on the same terms and conditions as the holders of Shares or be able to exercise such rights. Nothing herein or in the Deposit Agreement shall obligate the Company to file any registration statement in respect of any rights or Shares or other securities to be acquired upon the exercise of such rights.

(e) **Distributions other than Cash, Shares or Rights to Purchase Shares:** Upon receipt of a notice (as described in Section 4.5 of the Deposit Agreement) indicating that the Company wishes property other than cash, Shares or rights to purchase additional Shares to be made to Holders of ADSs, the Depositary shall determine whether such distribution to Holders is lawful and reasonably practicable. The Depositary shall not make such distribution unless (i) the Company shall have requested the Depositary to make such distribution to Holders, (ii) the Depositary shall have received the documentation contemplated in the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution is reasonably practicable. Upon satisfaction of such conditions, the Depositary shall distribute the property so received to the Holders of record, as of the ADS Record Date, in proportion to the number of ADSs held by them respectively and in such manner as the Depositary may deem practicable for accomplishing such distribution (i) upon receipt of payment or net of the applicable fees and charges of, and expenses incurred by, the Depositary, and (ii) net of any taxes withheld. The Depositary may dispose of all or a portion of the property so distributed and deposited, in such amounts and in such manner (including public or private sale) as the Depositary may deem practicable or necessary to satisfy any taxes (including applicable interest and penalties) or other governmental charges applicable to the distribution.

If the conditions above are not satisfied, the Depositary shall sell or cause such property to be sold in a public or private sale, at such place or places and upon such terms as it may deem practicable and shall (i) cause the proceeds of such sale, if any, to be converted into Dollars and (ii) distribute the proceeds of such conversion received by the Depositary (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) to the Holders as of the ADS Record Date upon the terms hereof and of the Deposit Agreement. If the Depositary is unable to sell such property, the Depositary may dispose of such property for the account of the Holders in any way it deems reasonably practicable under the circumstances.

Neither the Depositary nor the Company shall be responsible for (i) any failure to determine whether it is lawful or practicable to make the property described in Section 4.5 of the Deposit Agreement available to Holders in general or any Holders in particular, nor (ii) any loss incurred in connection with the sale or disposal of such property.

**(16) Redemption.** Upon receipt of notice from the Company (as described in Section 4.7 of the Deposit Agreement) that it intends to exercise its right of redemption in respect of any of the Deposited Securities, and satisfactory documentation, and upon determining that such proposed redemption is practicable, the Depositary shall (to the extent practicable) provide to each Holder a notice setting forth the Company's intention to exercise the redemption rights and any other particulars set forth in the Company's notice to the Depositary. The Depositary shall instruct the Custodian to present to the Company the Deposited Securities in respect of which redemption rights are being exercised against payment of the applicable redemption price. Upon receipt of confirmation from the Custodian that the redemption has taken place and that funds representing the redemption price have been received, the Depositary shall convert, transfer, and distribute the proceeds (net of applicable (a) fees and charges of, and the expenses incurred by, the Depositary, and (b) taxes), retire ADSs and cancel ADRs, if applicable, upon delivery of such ADSs by Holders thereof and the terms set forth in Sections 4.1 and 6.2 of the Deposit Agreement. If less than all outstanding Deposited Securities are redeemed, the ADSs to be retired will be selected by lot or on a *pro rata* basis, as may be determined by the Depositary. The redemption price per ADS shall be the dollar equivalent of the per share amount received by the Depositary (adjusted to reflect the ADS(s)-to-Share(s) ratio) upon the redemption of the Deposited Securities represented by ADSs (subject to the terms of Section 4.8 of the Deposit Agreement and the applicable fees and charges of, and expenses incurred by, the Depositary, and taxes) multiplied by the number of Deposited Securities represented by each ADS redeemed. Notwithstanding anything contained in the Deposit Agreement to the contrary, in the event the Company fails to give the Depositary timely notice of the proposed redemption provided for above, the Depositary agrees to use commercially reasonable efforts to perform the actions contemplated in Section 4.7 of the Deposit Agreement, and the Company, the Holders and the Beneficial Owners acknowledge that the Depositary shall have no liability for the Depositary's failure to perform the actions contemplated in Section 4.7 of the Deposit Agreement where such notice has not been so timely given, other than its failure to use commercially reasonable efforts, as provided herein.

**(17) Fixing of ADS Record Date.** Whenever the Depositary shall receive notice of the fixing of a record date by the Company for the determination of holders of Deposited Securities entitled to receive any distribution (whether in cash, Shares, rights or other distribution), or whenever for any reason the Depositary causes a change in the number of Shares that are represented by each ADS, or whenever the Depositary shall receive notice of any meeting of, or solicitation of consents or proxies of, holders of Shares or other Deposited Securities, or whenever the Depositary shall find it necessary or convenient in connection with the giving of any notice, solicitation of any consent or any other matter, the Depositary shall fix the record date (the “ADS Record Date”) for the determination of the Holders of ADS(s) who shall be entitled to receive such distribution, to give instructions for the exercise of voting rights at any such meeting, to give or withhold such consent, to receive such notice or solicitation or to otherwise take action, or to exercise the rights of Holders with respect to such changed number of Shares represented by each ADS. Subject to applicable law, the terms and conditions of this ADR and Sections 4.1 through 4.8 of the Deposit Agreement, only the Holders of ADSs at the close of business in New York on such ADS Record Date shall be entitled to receive such distribution, to give such voting instructions, to receive such notice or solicitation, or otherwise take action.

**(18) Voting of Deposited Securities.** As soon as practicable after receipt of notice of any meeting at which the holders of Deposited Securities are entitled to vote, or of solicitation of consents or proxies from holders of Deposited Securities, the Depositary shall fix the ADS Record Date in respect of such meeting or solicitation of consent or proxy in accordance with Section 4.9 of the Deposit Agreement. The Depositary shall, if requested by the Company in writing in a timely manner (the Depositary having no obligation to take any further action if the request shall not have been received by the Depositary at least thirty (30) days prior to the date of such vote or meeting), at the Company’s expense and provided no U.S. legal prohibitions exist, distribute to Holders as of the ADS Record Date: (a) such notice of meeting or solicitation of consent or proxy, (b) a statement that the Holders at the close of business on the ADS Record Date will be entitled, subject to any applicable law, the provisions of the Deposit Agreement, the Articles of Association of the Company and the provisions of or governing the Deposited Securities (which provisions, if any, shall be summarized in pertinent part by the Company), to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities represented by such Holder’s ADSs, and (c) a brief statement as to the manner in which such voting instructions may be given.

Notwithstanding anything contained in the Deposit Agreement or any ADR, the Depositary may, to the extent not prohibited by law or regulations, or by the requirements of the stock exchange on which the ADSs are listed, in lieu of distribution of the materials provided to the Depositary in connection with any meeting of, or solicitation of consents or proxies from, holders of Deposited Securities, distribute to the Holders a notice that provides Holders with, or otherwise publicizes to Holders, instructions on how to retrieve such materials or receive such materials upon request (*e.g.*, by reference to a website containing the materials for retrieval or a contact for requesting copies of the materials).

Voting instructions may be given only in respect of a number of ADSs representing an integral number of Deposited Securities. Upon the timely receipt from a Holder of ADSs as of the ADS Record Date of voting instructions in the manner specified by the Depositary, the Depositary shall endeavor, insofar as practicable and permitted under applicable law, the provisions of the Deposit Agreement, the Articles of Association of the Company and the provisions of the Deposited Securities, to vote, or cause the Custodian to vote, the Deposited Securities (in person or by proxy) represented by such Holder's ADSs in accordance with such voting instructions. If the Depositary does not receive voting instructions from a Holder as of the ADS Record Date on or before the date established by the Depositary for such purpose, such Holder shall be deemed, and the Depositary shall deem such Holder, to have instructed the Depositary to give a discretionary proxy to a person designated by the Company to vote the Deposited Securities, and the Depositary shall give a discretionary proxy to such person; *provided, however*, that no such discretionary proxy shall be given by the Depositary with respect to any matter to be voted upon as to which the Company informs the Depositary that (a) the Company does not wish such proxy to be given, (b) substantial opposition exists, or (c) the rights of holders of Deposited Securities may be adversely affected.

Deposited Securities represented by ADSs for which no timely voting instructions are received by the Depositary from the Holder shall not be voted (except as otherwise contemplated herein). Neither the Depositary nor the Custodian shall under any circumstances exercise any discretion as to voting and neither the Depositary nor the Custodian shall vote, attempt to exercise the right to vote, or in any way make use of, for purposes of establishing a quorum or otherwise, the Deposited Securities represented by ADSs, except pursuant to and in accordance with the voting instructions timely received from Holders or as otherwise contemplated in the Deposit Agreement or herein. If the Depositary timely receives voting instructions from a Holder which fail to specify the manner in which the Depositary is to vote the Deposited Securities represented by such Holder's ADSs, the Depositary will deem such Holder (unless otherwise specified in the notice distributed to Holders) to have instructed the Depositary to vote in favor of the items set forth in such voting instructions.

Notwithstanding anything else contained in the Deposit Agreement or this ADR, the Depositary shall not have any obligation to take any action with respect to any meeting, or solicitation of consents or proxies, of holders of Deposited Securities if the taking of such action would violate U.S. laws. The Company agrees to take any and all actions reasonably necessary to enable Holders and Beneficial Owners to exercise the voting rights accruing to the Deposited Securities and to deliver to the Depositary an opinion of U.S. counsel addressing any actions requested to be taken if so requested by the Depositary. There can be no assurance that Holders generally or any Holder in particular will receive the notice described above with sufficient time to enable the Holder to return voting instructions to the Depositary in a timely manner.

**(19) Changes Affecting Deposited Securities.** Upon any change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger, consolidation or sale of assets affecting the Company or to which it is a party, any property which shall be received by the Depositary or the Custodian in exchange for, or in conversion of, or replacement of, or otherwise in respect of, such Deposited Securities shall, to the extent permitted by law, be treated as new Deposited Property under the Deposit Agreement, and this ADR shall, subject to the provisions of the Deposit Agreement, this ADR evidencing such ADSs and applicable law, represent the right to receive such additional or replacement Deposited Property. In giving effect to such change, split-up, cancellation, consolidation or other reclassification of Deposited Securities, recapitalization, reorganization, merger, consolidation or sale of assets, the Depositary may, with the Company's approval, and shall, if the Company shall so request, subject to the terms of the Deposit Agreement (including, without limitation, (a) the applicable fees and charges of, and expenses incurred by, the Depositary, and (b) taxes) and receipt of an opinion of counsel to the Company reasonably satisfactory to the Depositary that such actions are not in violation of any applicable laws or regulations, (i) issue and deliver additional ADSs as in the case of a stock dividend on the Shares, (ii) amend the Deposit Agreement and the applicable ADRs, (iii) amend the applicable Registration Statement(s) on Form F-6 as filed with the Commission in respect of the ADSs, (iv) call for the surrender of outstanding ADRs to be exchanged for new ADRs, and (v) take such other actions as are appropriate to reflect the transaction with respect to the ADSs. Notwithstanding the foregoing, in the event that any Deposited Property so received may not be lawfully distributed to some or all Holders, the Depositary may, with the Company's approval, and shall, if the Company requests, subject to receipt of an opinion of Company's counsel reasonably satisfactory to the Depositary that such action is not in violation of any applicable laws or regulations, sell such Deposited Property at public or private sale, at such place or places and upon such terms as it may deem proper and may allocate the net proceeds of such sales (net of (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) for the account of the Holders otherwise entitled to such Deposited Property upon an averaged or other practicable basis without regard to any distinctions among such Holders and distribute the net proceeds so allocated to the extent practicable as in the case of a distribution received in cash pursuant to Section 4.1 of the Deposit Agreement. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or practicable to make such Deposited Property available to Holders in general or to any Holder in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or (iii) any liability to the purchaser of such Deposited Property.

**(20) Exoneration.** Notwithstanding anything contained in the Deposit Agreement or any ADR, neither the Depositary nor the Company shall be obligated to do or perform any act which is inconsistent with the provisions of the Deposit Agreement or incur any liability (to the extent not limited by paragraph (25) hereof) (i) if the Depositary, the Custodian, the Company or their respective agents shall be prevented or forbidden from, or delayed in, doing or performing any act or thing required or contemplated by the terms of the Deposit Agreement and this ADR, by reason of any provision of any present or future law or regulation of the United States, Korea, or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of potential criminal or civil penalties or restraint, or by reason of any provision, present or future, of the Articles of Association of the Company or any provision of or governing any Deposited Securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, acts of terrorism, revolutions, rebellions, explosions and computer failure), (ii) by reason of any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement or in the Articles of Association of the Company or provisions of or governing Deposited Securities, (iii) for any action or inaction in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, any Beneficial Owner or authorized representative thereof, or any other person believed by it in good faith to be competent to give such advice or information, (iv) for the inability by a Holder or Beneficial Owner to benefit from any distribution, offering, right or other benefit which is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Holders of ADSs, (v) for any action or inaction of any clearing or settlement system (any participant thereof) for the Deposited Property or the ADSs, or (vi) for any consequential or punitive damages (including lost profits) for any breach of the terms of the Deposit Agreement. The Depositary, its controlling persons, its agents, any Custodian and the Company, its controlling persons and its agents may rely and shall be protected in acting upon any written notice, request or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

**(21) Standard of Care.** The Company and the Depositary assume no obligation and shall not be subject to any liability under the Deposit Agreement or this ADR to any Holder(s) or Beneficial Owner(s), except that the Company and the Depositary agree to perform their respective obligations specifically set forth in the Deposit Agreement or this ADR without negligence or bad faith. Without limitation of the foregoing, neither the Depositary, nor the Company, nor any of their respective controlling persons, or agents, shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Property or in respect of the ADSs, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be required (and no Custodian shall be under any obligation whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depositary).

The Depositary and its agents shall not be liable for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any vote is cast or the effect of any vote, provided that any such action or omission is in good faith and without negligence and in accordance with the terms of the Deposit Agreement. The Depositary shall not incur any liability for any failure to accurately determine that any distribution or action may be lawful or reasonably practicable, for the content of any information submitted to it by the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Property, for the validity or worth of the Deposited Property or for any tax consequences that may result from the ownership of ADSs, Shares or other Deposited Property, for the credit-worthiness of any third party, for allowing any rights to lapse upon the terms of the Deposit Agreement, for the failure or timeliness of any notice from the Company, or for any action of or failure to act by, or any information provided or not provided by, DTC or any DTC Participant.

The Depositary shall not be liable for any acts or omissions made by a successor depositary whether in connection with a previous act or omission of the Depositary or in connection with any matter arising wholly after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

The Depositary shall not be liable for any acts or omissions made by a predecessor depositary whether in connection with an act or omission of the Depositary or in connection with any matter arising wholly prior to the appointment of the Depositary or after the removal or resignation of the Depositary, provided that in connection with the issue out of which such potential liability arises the Depositary performed its obligations without negligence or bad faith while it acted as Depositary.

**(22) Resignation and Removal of the Depositary; Appointment of Successor Depositary.** The Depositary may at any time resign as Depositary under the Deposit Agreement by written notice of resignation delivered to the Company, such resignation to be effective on the earlier of (i) the 90th day after delivery thereof to the Company (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2 of the Deposit Agreement), or (ii) the appointment by the Company of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. The Depositary may at any time be removed by the Company by written notice of such removal, which removal shall be effective on the later of (i) the 90th day after delivery thereof to the Depositary (whereupon the Depositary shall be entitled to take the actions contemplated in Section 6.2 of the Deposit Agreement), or (ii) upon the appointment by the Company of a successor depositary and its acceptance of such appointment as provided in the Deposit Agreement. In case at any time the Depositary acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depositary, which shall be a bank or trust company having an office in the Borough of Manhattan, the City of New York. Every successor depositary shall be required by the Company to execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depositary, without any further act or deed (except as required by applicable law), shall become fully vested with all the rights, powers, duties and obligations of its predecessor (other than as contemplated in Sections 5.8 and 5.9 of the Deposit Agreement). The predecessor depositary, upon payment of all sums due it and on the written request of the Company shall (i) execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder (other than as contemplated in Sections 5.8 and 5.9 of the Deposit Agreement), (ii) duly assign, transfer and deliver all of the Depositary's right, title and interest to the Deposited Property to such successor, and (iii) deliver to such successor a list of the Holders of all outstanding ADSs and such other information relating to ADSs and Holders thereof as the successor may reasonably request. Any such successor depositary shall promptly provide notice of its appointment to such Holders. Any entity into or with which the Depositary may be merged or consolidated shall be the successor of the Depositary without the execution or filing of any document or any further act.

**(23) Amendment/Supplement.** Subject to the terms and conditions of this paragraph 23, and Section 6.1 of the Deposit Agreement and applicable law, this ADR and any provisions of the Deposit Agreement may at any time and from time to time be amended or supplemented by written agreement between the Company and the Depository in any respect which they may deem necessary or desirable without the prior written consent of the Holders or Beneficial Owners. Any amendment or supplement which shall impose or increase any fees or charges (other than charges in connection with foreign exchange control regulations, and taxes and other governmental charges, delivery and other such expenses), or which shall otherwise materially prejudice any substantial existing right of Holders or Beneficial Owners, shall not, however, become effective as to outstanding ADSs until the expiration of thirty (30) days after notice of such amendment or supplement shall have been given to the Holders of outstanding ADSs. Notice of any amendment to the Deposit Agreement or any ADR shall not need to describe in detail the specific amendments effectuated thereby, and failure to describe the specific amendments in any such notice shall not render such notice invalid, *provided, however*, that, in each such case, the notice given to the Holders identifies a means for Holders and Beneficial Owners to retrieve or receive the text of such amendment (*e.g.*, upon retrieval from the Commission's, the Depository's or the Company's website or upon request from the Depository). The parties hereto agree that any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depository) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act or (b) the ADSs to be settled solely in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders, shall be deemed not to materially prejudice any substantial existing rights of Holders or Beneficial Owners. Every Holder and Beneficial Owner at the time any amendment or supplement so becomes effective shall be deemed, by continuing to hold such ADSs, to consent and agree to such amendment or supplement and to be bound by the Deposit Agreement and this ADR, if applicable, as amended or supplemented thereby. In no event shall any amendment or supplement impair the right of the Holder to surrender such ADS and receive therefor the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Notwithstanding the foregoing, if any governmental body should adopt new laws, rules or regulations which would require an amendment of, or supplement to, the Deposit Agreement to ensure compliance therewith, the Company and the Depository may amend or supplement the Deposit Agreement and this ADR at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement and this ADR in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance with such laws, rules or regulations.

**(24) Termination.** The Depositary shall, at any time at the written direction of the Company, terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. If (i) ninety (90) days shall have expired after the Depositary shall have delivered to the Company a written notice of its election to resign, or (ii) ninety (90) days shall have expired after the Company shall have delivered to the Depositary a written notice of the removal of the Depositary, and, in either case, a successor depositary shall not have been appointed and accepted its appointment as provided in Section 5.4 of the Deposit Agreement, the Depositary may terminate the Deposit Agreement by distributing notice of such termination to the Holders of all ADSs then outstanding at least thirty (30) days prior to the date fixed in such notice for such termination. The date so fixed for termination of the Deposit Agreement in any termination notice so distributed by the Depositary to the Holders of ADSs is referred to as the “Termination Date”. Until the Termination Date, the Depositary shall continue to perform all of its obligations under the Deposit Agreement, and the Holders and Beneficial Owners will be entitled to all of their rights under the Deposit Agreement. If any ADSs shall remain outstanding after the Termination Date, the Registrar and the Depositary shall not, after the Termination Date, have any obligation to perform any further acts under the Deposit Agreement, except that the Depositary shall, subject, in each case, to the terms and conditions of the Deposit Agreement, continue to (i) collect dividends and other distributions pertaining to Deposited Securities, (ii) sell Deposited Property received in respect of Deposited Securities, (iii) deliver Deposited Securities, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any other Deposited Property, in exchange for ADSs surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the fees and charges of, and expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (iv) take such actions as may be required under applicable law in connection with its role as Depositary under the Deposit Agreement. At any time after the Termination Date, the Depositary may sell the Deposited Property then held under the Deposit Agreement and shall after such sale hold un-invested the net proceeds of such sale, together with any other cash then held by it under the Deposit Agreement, in an un-segregated account and without liability for interest, for the *pro rata* benefit of the Holders whose ADSs have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement except (i) to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the fees and charges of, and expenses incurred by, the Depositary, and all applicable taxes or governmental charges for the account of the Holders and Beneficial Owners, in each case upon the terms set forth in Section 5.9 of the Deposit Agreement), and (ii) as may be required at law in connection with the termination of the Deposit Agreement. After the Termination Date, the Company shall be discharged from all obligations under the Deposit Agreement, except for its obligations to the Depositary under Sections 5.8, 5.9 and 7.6 of the Deposit Agreement. The obligations under the terms of the Deposit Agreement of Holders and Beneficial Owners of ADSs outstanding as of the Termination Date shall survive the Termination Date and shall be discharged only when the applicable ADSs are presented by their Holders to the Depositary for cancellation under the terms of the Deposit Agreement (except as specifically provided in the Deposit Agreement).



Notwithstanding anything contained in the Deposit Agreement or any ADR, in connection with the termination of the Deposit Agreement, the Depositary may, independently and without the need for any action by the Company, make available to Holders of ADSs a means to withdraw the Deposited Securities represented by their ADSs and to direct the deposit of such Deposited Securities into an unsponsored American depositary shares program established by the Depositary, upon such terms and conditions as the Depositary may deem reasonably appropriate, subject however, in each case, to satisfaction of the applicable registration requirements by the unsponsored American depositary shares program under the Securities Act, and to receipt by the Depositary of payment of the applicable fees and charges of, and reimbursement of the applicable expenses incurred by, the Depositary.

**(25) Compliance with, and No Disclaimer under, U.S. Securities Laws.** (a) Notwithstanding any provisions in this ADR or the Deposit Agreement to the contrary, the withdrawal or delivery of Deposited Securities will not be suspended by the Company or the Depositary except as would be permitted by Instruction I.A.(1) of the General Instructions to the Form F-6 Registration Statement, as amended from time to time, under the Securities Act.

(b) Each of the parties to the Deposit Agreement (including, without limitation, each Holder and Beneficial Owner) acknowledges and agrees that no provision of the Deposit Agreement or any ADR shall, or shall be deemed to, disclaim any liability under the Securities Act or the Exchange Act, in each case to the extent established under applicable U.S. laws.

**(26) No Third Party Beneficiaries / Acknowledgements.** The Deposit Agreement is for the exclusive benefit of the parties hereto (and their successors) and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person, except to the extent specifically set forth in the Deposit Agreement. Nothing in the Deposit Agreement shall be deemed to give rise to a partnership or joint venture among the parties nor establish a fiduciary or similar relationship among the parties. The parties hereto acknowledge and agree that (i) Citibank and its Affiliates may at any time have multiple banking relationships with the Company, the Holders, the Beneficial Owners, and their respective Affiliates, (ii) Citibank and its Affiliates may own and deal in any class of securities of the Company and its Affiliates and in ADSs, and may be engaged at any time in transactions in which parties adverse to the Company, the Holders, the Beneficial Owners or their respective Affiliates may have interests, (iii) the Depositary and its Affiliates may from time to time have in their possession non-public information about the Company, the Holders, the Beneficial Owners, and their respective Affiliates, (iv) nothing contained in the Deposit Agreement shall (a) preclude Citibank or any of its Affiliates from engaging in such transactions or establishing or maintaining such relationships, or (b) obligate Citibank or any of its Affiliates to disclose such information, transactions or relationships, or to account for any profit made or payment received in such transactions or relationships, (v) the Depositary shall not be deemed to have knowledge of any information any other division of Citibank or any of its Affiliates may have about the Company, the Holders, the Beneficial Owners, or any of their respective Affiliates, and (vi) the Company, the Depositary, the Custodian and their respective agents and controlling persons may be subject to the laws and regulations of jurisdictions other than the U.S. and Korea, and the authority of courts and regulatory authorities of such other jurisdictions, and, consequently, the requirements and the limitations of such other laws and regulations, and the decisions and orders of such other courts and regulatory authorities, may affect the rights and obligations of the parties to the Deposit Agreement.

**(27) Governing Law / Waiver of Jury Trial.** The Deposit Agreement, the ADRs and the ADSs shall be interpreted in accordance with, and all rights hereunder and thereunder and provisions hereof and thereof shall be governed by, the laws of the State of New York without reference to the principles of choice of law thereof. Notwithstanding anything contained in the Deposit Agreement to the contrary, any ADR or any present or future provisions of the laws of the State of New York, the rights of holders of Shares and of any other Deposited Securities and the obligations and duties of the Company in respect of the holders of Shares and other Deposited Securities, as such, shall be governed by the laws of Korea (or, if applicable, such other laws as may govern the Deposited Securities).

**EACH OF THE PARTIES TO THE DEPOSIT AGREEMENT (INCLUDING, WITHOUT LIMITATION, EACH HOLDER AND BENEFICIAL OWNER) IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING AGAINST THE COMPANY AND/OR THE DEPOSITARY ARISING OUT OF, OR RELATING TO, THE DEPOSIT AGREEMENT, ANY ADR AND ANY TRANSACTIONS CONTEMPLATED THEREIN (WHETHER BASED ON CONTRACT, TORT, COMMON LAW OR OTHERWISE).**

(ASSIGNMENT AND TRANSFER SIGNATURE LINES)

FOR VALUE RECEIVED, the undersigned Holder hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ whose taxpayer identification number is \_\_\_\_\_ and whose address including postal zip code is \_\_\_\_\_, the within ADR and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ attorney-in-fact to transfer said ADR on the books of the Depository with full power of substitution in the premises.

Dated:

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

NOTICE: The signature of the Holder to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatsoever.

If the endorsement be executed by an attorney, executor, administrator, trustee or guardian, the person executing the endorsement must give his/her full title in such capacity and proper evidence of authority to act in such capacity, if not on file with the Depository, must be forwarded with this ADR.

\_\_\_\_\_  
SIGNATURE GUARANTEED

All endorsements or assignments of ADRs must be guaranteed by a member of a Medallion Signature Program approved by the Securities Transfer Association, Inc.

**Legends**

**[The ADRs issued in respect of Partial Entitlement American Depositary Shares shall bear the following legend on the face of the ADR: "This ADR evidences ADSs representing 'partial entitlement' Shares of the Company and as such do not entitle the holders thereof to the same per-share entitlement as other Shares (which are 'full entitlement' Shares) issued and outstanding at such time. The ADSs represented by this ADR shall entitle holders to distributions and entitlements identical to other ADSs when the Shares represented by such ADSs become 'full entitlement' Shares."]**

**EXHIBIT B**  
**FEE SCHEDULE**

**ADS FEES AND RELATED CHARGES**

All capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Deposit Agreement. Except as otherwise specified herein, any reference to ADSs herein includes Partial Entitlement ADSs, Full Entitlement ADSs, Certificated ADSs, Uncertificated ADSs, and Restricted ADSs.

**I. ADS Fees**

The following ADS fees are payable under the terms of the Deposit Agreement:

<u>Service</u>	<u>Rate</u>	<u>By Whom Paid</u>
(1) Issuance of ADSs ( <i>e.g.</i> , an issuance upon a deposit of Shares, upon a change in the ADS(s)-to-Share(s) ratio, or for any other reason), excluding issuances as a result of distributions described in paragraph (4) below.	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) issued.	Person for whom ADSs are issued.
(2) Cancellation of ADSs ( <i>e.g.</i> , a cancellation of ADSs for Delivery of deposited Shares, upon a change in the ADS(s)-to-Share(s) ratio, or for any other reason).	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) cancelled.	Person for whom ADSs are being cancelled.
(3) Distribution of cash dividends or other cash distributions ( <i>e.g.</i> , upon a sale of rights and other entitlements).	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) held.	Person to whom the distribution is made.
(4) Distribution of ADSs pursuant to (i) stock dividends or other free stock distributions, or (ii) an exercise of rights to purchase additional ADSs.	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) held.	Person to whom the distribution is made.
(5) Distribution of securities other than ADSs or rights to purchase additional ADSs ( <i>e.g.</i> , spin-off shares).	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) held.	Person to whom the distribution is made.

(6) ADS Services.	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) held on the applicable record date(s) established by the Depositary.	Person holding ADSs on the applicable record date(s) established by the Depositary.
(7) Registration of ADS Transfers ( <i>e.g.</i> , upon a registration of the transfer of registered ownership of ADSs, upon a transfer of ADSs into DTC and <i>vice versa</i> , or for any other reason).	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) transferred.	Person for whom or to whom ADSs are transferred.
(8) Conversion of ADSs of one series for ADSs of another series ( <i>e.g.</i> , upon conversion of Partial Entitlement ADSs for Full Entitlement ADSs, or upon conversion of Restricted ADSs into freely transferable ADSs, and <i>vice versa</i> ).	Up to U.S. \$5.00 per 100 ADSs (or fraction thereof) converted.	Person for whom ADSs are converted or to whom the converted ADSs are delivered.

## II. Charges

The Company, Holders, Beneficial Owners, persons depositing Shares or withdrawing Deposited Securities in connection with ADS issuances and cancellations, and persons for whom ADSs are issued or cancelled shall be responsible for the following ADS charges under the terms of the Deposit Agreement:

- (i) taxes (including applicable interest and penalties) and other governmental charges;
- (ii) such registration fees as may from time to time be in effect for the registration of Shares or other Deposited Securities on the share register and applicable to transfers of Shares or other Deposited Securities to or from the name of the Custodian, the Depositary or any nominees upon the making of deposits and withdrawals, respectively;
- (iii) such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the Deposit Agreement to be at the expense of the person depositing Shares or withdrawing Deposited Property or of the Holders and Beneficial Owners of ADSs;
- (iv) in connection with the conversion of Foreign Currency, the fees, expenses, spreads, taxes and other charges of the Depositary and/or conversion service providers (which may be a division, branch or Affiliate of the Depositary). Such fees, expenses, spreads, taxes, and other charges shall be deducted from the Foreign Currency;
- (v) any reasonable and customary out-of-pocket expenses incurred in such conversion and/or on behalf of the Holders and Beneficial Owners in complying with currency exchange control or other governmental requirements; and
- (vi) the fees, charges, costs and expenses incurred by the Depositary, the Custodian, or any nominee in connection with the ADR program.

The above fees and charges may at any time and from time to time be changed by agreement between the Company and the Depositary.

# KIM & CHANG

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July 20, 2021

DoubleDown Interactive Co., Ltd.  
13F, Gangnam Finance Center  
152, Teheran-ro Gangnam-gu  
Seoul 06236, Republic of Korea

Re: DoubleDown Interactive Co., Ltd. / American Depositary Shares

Ladies and Gentlemen:

We have acted as Korean legal counsel to DoubleDown Interactive Co., Ltd. (the “**Company**”), a corporation incorporated under the laws of the Republic of Korea, in connection with the underwritten initial public offering and sale by the Company of certain new common shares, with par value 10,000 Korean Won per share, of the Company (the “**Primary Shares**”, and the common shares of the Company in general, the “**Shares**”) in the form of American Depositary Shares (the “**ADSs**”), and the offer and sale by STIC Special Situation Diamond Limited (“**STIC**”) of certain existing Shares (the “**Secondary Shares**”) in the form of ADSs, for an aggregate of up to 363,170 Shares in the form of ADSs, (collectively referring to such Shares and ADSs, the “**Securities**”), as described in the Company’s Registration Statement on Form F-1 (as amended through the date hereof and together with all exhibits thereto, the “**Registration Statement**”), as filed by the Company with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the “**Securities Act**”).

For the purpose of rendering this opinion, we examined originals or copies of such documents as deemed to be relevant. In conducting our examination, we assumed, without investigation, the genuineness of all signatures, the legal capacity of all natural persons, the correctness of all certificates, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted as certified or photostatic copies, the authenticity of the originals of such copies, and the accuracy and completeness of all records made available to us by the Company. In addition, in rendering this opinion, we assumed that the Securities will be offered in the manner and on the terms identified or referred to in the Registration Statement, including all amendments thereto, and the convertible bonds issued to STIC on May 26, 2017 as described in the Registration Statement were issued in accordance with the terms of the convertible bond subscription agreement entered into by and among the Company, STIC and DoubleU Games Co., Ltd on May 23, 2017.

Our opinion is limited solely to matters set forth herein. The law covered by the opinions expressed herein is limited to the law of the Republic of Korea, and we do not purport to express any opinion with respect to the applicability or effect of, the laws of any other jurisdiction. We express no opinion concerning, and we assume no responsibility as to laws or judicial decisions related to any federal laws, rules or regulations, including, without limitation, any federal securities laws, rules or regulations, or any state securities or “blue sky” laws, rules or regulations.

DoubleDown Interactive Co., Ltd.

July 20, 2021

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Based upon and subject to the foregoing, and having regard to legal considerations and other information that we deem relevant, we are of the opinion that (i) the Primary Shares have been duly and validly authorized, and, when the Primary Shares are issued and delivered in exchange for payment in full to the Company of all considerations required therefor, in the manner and on the terms described in the Registration Statement and in accordance with the proceedings described therein, all such Primary Shares will be duly and validly issued, fully paid and non-assessable; and that (ii) the Secondary Shares have been duly and validly authorized, issued, fully paid and non-assessable.

We hereby consent in writing to the reference to our firm under the caption "Legal Matters" in the Prospectus included in the Registration Statement and the use of our opinion as an exhibit to the Registration Statement and any amendment thereto. By giving such consent, we do not thereby admit that we come within the category of persons where consent is required under Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission.

Very truly yours,

/s/ Kim & Chang

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT, IF PUBLICLY DISCLOSED.

EXECUTION COPY

### GAME DEVELOPMENT, DISTRIBUTION AND SERVICES AGREEMENT

This GAME DEVELOPMENT, DISTRIBUTION AND SERVICES AGREEMENT (including all exhibits and schedules attached hereto, this “*Agreement*”), dated as of June 1, 2017 (the “*Effective Date*”), is entered into by and between IGT, a corporation organized and existing under the laws of the State of Nevada, with its principal place of business located at 6355 South Buffalo Drive, Las Vegas, Nevada (“*Licensor*”), and DoubleU Diamond LLC, a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business located in Seoul, Korea (“*Licensee*”). Each of Licensor and Licensee are sometimes referred to herein as a “*Party*” and, collectively, as the “*Parties*.”

WHEREAS, pursuant to that certain Purchase Agreement, dated as of April 17, 2017 (the “*Purchase Agreement*”), by and among International Game Technology, a Nevada corporation and the sole stockholder of Licensor (“*Seller*”), Licensee and the other parties thereto, Licensee purchased from Seller and Seller sold to Licensee all of Seller’s right, title and interest in and to the outstanding membership interests in DDI;

WHEREAS, in connection with the Purchase Agreement, Licensee and Seller have agreed upon the terms, conditions and procedures pursuant to which certain Social Online Games not owned by DDI will be licensed by Licensor to Licensee under this Agreement, and certain other provisions related to the rights and obligations of the Parties;

WHEREAS, subject to the terms and conditions of this Agreement, (i) Licensor is willing to grant to Licensee, and Licensee is willing to secure from Licensor, an exclusive license to distribute the Licensed Games, and (ii) Licensor is willing to provide the Managed Services in support of Licensee’s continued distribution of the Licensed Games, including the Existing Games hereunder; and

WHEREAS, the Purchase Agreement requires, as a condition to closing, that this Agreement be executed and delivered by the Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties do hereby agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meanings ascribed to them or referenced in Exhibit A.

2. STRUCTURE OF AGREEMENTS.

(a) Under the Purchase Agreement, Licensor conveys to Licensee the Social Gaming Business. Following the closing of the Purchase Agreement, DDI will be owned and operated by Licensee, and subject to the Purchase Agreement and Section 4(c), Licensor will cease distribution of Social Online Games.

(b) Licensor has and will continue to retain ownership of the Licensed Games, Licensor’s Casino Games in the Casino Game Catalog and the Licensor Server.



(c) This Agreement addresses certain rights and licenses between the parties, the selection of the Licensed Games and the license rights granted thereto, the Porting, and the Managed Services that Licensor agrees to provide to Licensee.

### 3. SELECTION AND MODIFICATION OF GAMES; MANAGED SERVICES; GOVERNANCE.

(a) Roadmap Games. During the Exclusive Term, Licensor will deliver to Licensee [\*\*\*] Roadmap Games per year on a schedule to be mutually agreed upon by the Parties, but approximately [\*\*\*] Roadmap Game per two-week period. Licensor shall not use the Tier of a game as a basis to delay or refuse delivery of any games selected by Licensee.

(b) Selected Games. During the Exclusive Term, the Parties will discuss in good faith Licensee's requests for the Porting of additional Casino Games in Licensor's Casino Game Catalog that have not been Ported as Roadmap Games, and the Licensor shall not unreasonably refuse any such requests made by the Licensee. For any such additional Casino Games that Licensor agrees to Port, the Ported version shall be deemed a "**Selected Game**" and shall be licensed to Licensee in accordance with the terms of this Agreement and any additional terms and conditions agreed upon in writing by the Parties in connection with such Selected Games. In each instance, Licensee shall determine, at its election, whether to (i) request that Licensor create the Social Online Game version of the Selected Game or (ii) create the Social Online Game version of the Selected Game for distribution on its Social Online Game environment using the game assets of the Selected Game, including the encrypted math, that Licensor delivers in accordance with the terms of this Agreement. Licensee shall notify Licensor of its decision, and if Licensee chooses to create the Social Online Game version of the Selected Game itself, then Licensor shall deliver the necessary game assets that the Licensee will need to do so. In either case, applicable Porting Fees shall apply.

(c) Source Code. Licensor shall deliver to Licensee each Licensed Game (whether an Existing Game, a Roadmap Game, a Selected Game or a Sequel), associated game assets, source code and applicable documentation (but excluding any game math) which are or shall become licensed and subject to all of the terms and conditions of this Agreement applicable to Licensed Games. Any source code provided by Licensor where game math has been excluded will nonetheless compile into an app that will be compatible with the Managed Services and associated game assets provided by Licensor to produce fully functioning games with performance comparable to such games distributed prior to the Effective Date.

(d) RTP Percentages. For each Existing Game, Licensor shall make available to Licensee all return to player percentages ("**RTP Percentages**") that are available to the Existing Game as of the Effective Date and any other RTP Percentages that are available to the underlying Casino Game provided that Licensee reimburses Licensor for its costs and expenses for making such other RTP Percentages available and the delivery schedule for such RTP Percentages is mutually agreed. For each Licensed Game that is Ported on or after the Effective Date, Licensor shall make available to Licensee all of the RTP Percentages that are available to the underlying Casino Game, and Licensee shall not owe any separate payments, beyond any Porting Fees provided in Section 5(a) and Managed Service Fees provided in Section 5(b), to Licensor for its costs and expenses for making such RTP Percentages available. For purposes

of calculating the number of Roadmap Games delivered under this Agreement, each Casino Game selected by Licensee shall be deemed a single Licensed Game regardless of the number of RTP Percentages provided therefor. Licensor shall enable Licensee to selectively receive, at its election, a different RTP Percentage for each spin request.

(e) Sequels. Licensee shall have the right to create Sequels from Licensed Games subject to the terms and conditions in this Section 3(e). Licensor shall designate each Licensed Game as a “Tier 1”, “Tier 2” or “Tier 3” game and will indicate the volatility of each Licensed Game as low (i.e., with a volatility index of 0 to 6.5), medium (i.e., with a volatility index of more than 6.5 to 9.5) or high (i.e., with a volatility index of more than 9.5). Exhibit B shows the Casino Game Catalog as of the Effective Date and designates each Casino Game as one of Tier 1, Tier 2 or Tier 3. Licensor shall indicate the volatility of each Licensed Game when Licensee selects a Licensed Game as a Roadmap or Selected Game. Licensor shall provide Licensee with an updated Casino Game Catalog at least every six (6) months during the Core Term. Throughout the Core Term, IGT will maintain an objective test criteria to categorize Licensed Games into the foregoing “Tiers.” For any Casino Game added to the Catalog (other than a Third Party-branded Casino Game, which Casino Game shall be deemed a Tier 1 Game) after the Effective Date, Licensor shall designate the Tier of the Casino Game based on the grade assigned to such Game when tested in Licensor’s testing program, which uses objective testing criteria for grading the performance of Casino Games (“**Global Casino Test Bank Performance Program**”). As of the Effective Date, pursuant to the Global Casino Test Bank Performance Program, the performance of each tested Casino Game is expressed as an index of the coin in, per unit, per day, compared to the zone average of each respective test location. (Section or floor averages as well as Theoretical Win/Day or Win/Day may alternatively be used depending on data availability.) Grades, “A,” “B,” and “C” are assigned based on the Index, and these grades correspond to “Tier 1”, “Tier 2,” or “Tier 3”, respectively:

<u>Index to Average</u>	<u>Grade</u>	<u>Game Tier</u>
120 and above	A	Tier 1
100 to 119	B	Tier 2
80 and below	C	Tier 3

(i) For any Licensed Game identified as a “**Tier 1**” game, Licensee must obtain Licensor’s prior written consent to create a Sequel.

(ii) For any Licensed Game identified as a “**Tier 2**” game, Licensee may create a Sequel without Licensor’s prior written consent; provided that the Sequel utilizes game math providing the same level of volatility used by Licensor for the underlying Casino Game.

(iii) For any Licensed Game identified as a “**Tier 3**” game, Licensee may create the Sequel without Licensor’s prior written consent.

(iv) All Sequels shall be deemed Licensed Games and shall be subject to the payment of License Fees and Porting Fees, if any. Any Sequel created by Licensee using game assets Ported by Licensor shall not count as an additional Licensed Game for purposes of counting Roadmap Games delivered to Licensee.

(f) Other Modifications. Except as expressly provided in Section 3(e), and this Section 3(f), Licensee shall not modify any Licensed Game in Tier 1 or Tier 2 (or any element thereof) or create any other game copying the primary content or prominent artistic elements of a Licensed Game, without the prior written consent of Licensor; provided that Licensor shall consider Licensee's requests for modifications in good faith. Licensee shall have the right to make, without Licensor's consent, modifications to Licensed Games that do not affect the game play of a Licensed Game or any other parts of the Licensed Game that are visible or audible to the End User while the End User plays the Licensed Game. Notwithstanding anything to the contrary in this Agreement, Licensee may modify any part of its own proprietary materials, apps or programs used to distribute the Licensed Games hereunder, including the "wrapper" and any social features distributed in connection with the distribution of the Licensed Games.

(g) Managed Services. Promptly following the Effective Date and during the Managed Services Term, Licensor will provide to Licensee the Managed Services in accordance with the terms of Exhibit C.

(h) Porting. During the Core Term, the Licensor shall Port the Casino Games in accordance with the terms of Exhibit C, which may be updated by the Parties in writing upon mutual agreement from time to time.

(i) Governance.

(i) Relationship Managers. For as long as any amounts remain payable pursuant to this Agreement, the Parties will each designate a relationship manager who will be primarily responsible for such Party's activities and obligations under this Agreement. Each Party may replace such Party's relationship manager at any time with notice to the other Party.

(ii) Meetings. During the Core Term, the Parties (including the relationship managers) will meet (in person or telephonically) on a quarterly basis to address key issues, including development of a "roadmap" for distribution of Casino Games as Social Online Games, the selection of and delivery schedule for the Roadmap Games and Selected Games, technical issues related to Managed Services, Porting, the technology licensed pursuant to this Agreement, marketing of Licensed Games and overall performance of Licensed Games. Licensor shall agree to Licensee's selection of Roadmap Games regardless of the composition of Tier 1, Tier 2 or Tier 3 games within each twenty-six (26) Roadmap Game group.

(iii) Governance Guide. Within ninety (90) days after the Effective Date, the Parties will work together to develop and finalize in a written guide the additional processes for managing the relationship between, and facilitating the continued alignment of, the Parties under this Agreement.

(j) Source Code Escrow.

(i) Within thirty (30) days after the Effective Date, Licensor shall enter into an escrow agreement (an “**Escrow Agreement**”) with a mutually satisfactory Third Party source code escrow agent (“**Escrow Agent**”) and shall deposit with such Escrow Agent, at Licensor’s expense, the Licensor Server or other software owned by Licensor or its Affiliates, the use of which is necessary for Licensor to provide the Managed Services with respect to Licensed Games in eye-readable form and in such form that they can be compiled or interpreted into equivalent object code (“**Source Code**”), along with all documentation related thereto and all documentation about any third party products or services that were necessary for Prior DDI Group Companies to operate the Licensor Server and distribute the Existing Games (collectively, “**Deposited Materials**”). The Deposited Materials shall be current as of the applicable Effective Date and kept current with updates to be provided at reasonable intervals as software versions change, but not less than every twelve (12) months during the Core Term. Upon the occurrence of one of the following conditions (each a “**Release Event**”), the Escrow Agent shall be authorized to release the Deposited Materials to Licensee:

(A) Licensor (i) expressly refuses to provide or (ii) discontinues providing for a period of more than thirty (30) days the Managed Services or meet its support or maintenance obligations in accordance with the terms of the Agreement, in the case of (ii) after its receipt of written notice thereof from Licensee;

(B) Licensor is in material breach of its obligations to provide the Managed Services (if any) and meet its support obligations hereunder and has failed to remedy such default within thirty (30) days of its receipt of notice thereof from Licensee; provided, however, that if Licensor materially breaches more than two (2) times in any consecutive twelve (12) month period during the Term, regardless of whether Licensor cures, Licensee may immediately treat the next or any later material breach as a Release Event.

(C) The failure of Licensor to renew the Escrow Agreement prior to its expiration, or failure to designate a successor escrow agent and arrange for the transfer of the Deposited Materials thereto prior to the expiration or termination of the Escrow Agreement, and such failure continues for thirty (30) days after written notice of such failure from Licensee; or

(D) The existence of any one or more of the following circumstances, not withdrawn for more than ninety (90) days: entry of an order for relief under Title 11 of the United States Code; the making by Licensor of a general assignment for the benefit of creditors; the appointment of a general receiver or trustee in Licensor’s business or property; or action by Licensor under any state insolvency or similar law for the purpose of its bankruptcy, financial reorganization, or liquidation.

(ii) Licensor represents, warrants, and covenants that the Deposited Materials are and shall be sufficient, including applicable documentation, for trained computer programmers of general proficiency to maintain and support the Licensed Games and the Licensor Server without further assistance from Licensor.

(iii) Licensor hereby grants Licensee a perpetual license to use the Deposited Materials and modify them solely as necessary to obtain the benefits contemplated under this Agreement; provided such license right shall not be exercised unless and until a Release Event has occurred. Licensor agrees that Licensee shall have all of the benefits of a licensee as set forth in 11 U.S.C. §365(n), with respect to all licenses granted under this Agreement.

(iv) Notwithstanding any provision in this Agreement to the contrary, in the event that Licensee receives the Deposited Materials, Licensee may only disclose the Deposited Materials on an as-needed basis. No third parties, including contractors, may have any access to, viewing of, or possession of the Deposited Materials unless such third parties, that are not competitors to Licensor, shall have entered into confidentiality agreements with Licensee on terms no less restrictive than those set forth herein. All Deposited Materials, as delivered or modified, shall constitute the Confidential Information of Licensor. Licensee shall be liable to Licensor for any breaches of the license granted in this Section by any of its employees, agents or others to whom Licensee grants access to the Deposited Materials, whether properly or improperly. If the Release Event is cured or ceases and Licensee desires for Licensor to continue providing the Managed Services and meet its support or maintenance obligations under the Agreement, then the foregoing license shall immediately terminate and Licensee shall return the Deposited Materials and all copies thereof to Licensor. If Licensee does not return such Deposited Materials and all copies thereof to Licensor in accordance with the foregoing sentence, Licensor's obligations to provide the Managed Services and meet its support or maintenance obligations under this Agreement shall immediately cease and Licensor's failure to provide such Managed Services or meet its support or maintenance obligations thereafter shall not be deemed a breach of this Agreement.

(v) Notwithstanding any provision in this Agreement or termination thereof, Licensor shall maintain the Escrow Agreement and the Deposited Materials in accordance with this Agreement as long as Licensee holds a License to a Licensed Game, the operation of which requires that Licensor provide the Managed Services hereunder.

#### 4. LICENSED GAMES; COVENANT NOT TO SUE; LICENSEE GAMES.

##### (a) Licenses.

(i) Generally. Subject to the terms and conditions of this Agreement, including the payment of the License Fees, Licensor hereby grants to Licensee, and Licensee hereby accepts, a world-wide, non-transferable (except as expressly permitted herein) and non-sublicensable (except as expressly permitted in Section 4(e) and Section 4(f), below) right and license to use, reproduce, and display, and, in accordance with Section 3(e) and Section 3(f), create derivative works including Sequels of, each Licensed Game, during the applicable License Term solely for the purpose of: (A) licensing and distributing such Licensed Game to End Users through the Distribution Channels under an End User License Agreement; (B) marketing and advertising the availability of such Licensed Game solely as permitted hereunder; (C) modifying the source code of such Licensed Game to create modified versions of Licensed Games solely in accordance with the terms of this Agreement; and (D) making Sequels as solely as permitted hereunder.

(ii) **Third Party Licensed Games.** Licensee will at all times comply with all terms and conditions applicable from time to time to the use and distribution of Third Party Licensed Games as required by the Third Party licensors of the Third Party Material used in the Third Party Licensed Games. Licensor will provide written instructions regarding such applicable terms and conditions. Licensee's rights to distribute each Third Party Licensed Game and advertise and market the availability of each such Third Party Licensed Game in accordance with Section 4(a)(i) is subject to ongoing compliance with these terms and conditions. If, at any time during the Term, Licensor does not have adequate rights to Third Party Materials to make a Third Party Licensed Game available for license hereunder, or if Licensor's license to applicable Third Party Material expires or terminates, then any License to such Third Party Licensed Game will not be available to Licensee pursuant to this Agreement, or if previously granted shall immediately terminate upon Licensee's receipt of written notice of such termination from Licensor, and Licensee will thereafter cease use of the terminated Third Party Licensed Game or make any reference to it; provided, however, if Licensee requests a Social Online Game version of a Casino Game that is not available due to the foregoing, Licensor shall, upon Licensee's request and at Licensee's costs, use reasonable efforts to obtain required rights or consents from the applicable Third Party licensor(s) on the best financial and least restrictive terms reasonably available for Social Online Games. Without limiting the foregoing, with respect to any license to applicable Third Party Material that expires or terminates during the Term, Licensor shall, upon Licensee's request and at Licensee's costs, seek an extension or renewal of such license to enable Licensee to distribute the applicable Third Party Licensed Games in accordance with the terms of this Agreement. Licensor shall have the sole right to participate in all discussions with Third Party licensors regarding the inclusion of their Third Party Materials in any Third Party Licensed Game. In addition, during the License Term applicable to a Third Party Licensed Game, Licensee shall not contact any such Third Party licensors regarding such Third Party Licensed Game, except through Licensor, or directly or indirectly interact with Licensor's suppliers regarding Third Party Material without Licensor's prior written consent. Nothing in this Agreement shall prevent Licensee or its Affiliates from licensing, distributing, marketing or advertising any games which are not Licensed Games or Third Party Licensed Games that are terminated pursuant to Section 4(d) or this Section. Licensee shall not pay to Licensor any royalty fees for games which are not Licensed Games or that have been terminated pursuant to Section 4(d). In the event that Licensor loses the right to a Roadmap Game or Selected Game that is a Third Party Licensed Game, Licensor will promptly replace such Roadmap Game or Selected Game with another Social Online Game, if at all possible, of the same Tier. Licensee shall also be entitled to a one-time compensation fee, if any, for each such terminated Third Party Licensed Game equal to the difference between the License Fees due and paid to Licensor for such terminated game during the twelve (12) months immediately prior to such termination and the License Fees due and paid to Licensor for the twelve (12) month period immediately after such termination associated with such replacement game. Licensor shall pay to Licensee such one-time compensation fee within thirty (30) days of Licensee paying the last License Fees due and associated with each such terminated and replacement game as necessary to calculate such one-time compensation fee. This Section 4(a)(ii) states Licensee's sole and exclusive remedy, and Licensor's sole and exclusive liability, for any terminated Third Party Licensed Games; provided that nothing in this Section 4(a)(ii) shall limit any remedy available to Licensee under the Purchase Agreement or in the event a Third Party Licensed Game license is terminated because of an intentional breach by Licensor.

(b) End User License Agreement. Licensee shall require each End User accessing a Licensed Game through a Distribution Channel to agree to the terms of an End User License Agreement. Licensee shall ensure that any such End User License Agreement (i) prohibits any End User from (A) using the Licensed Games other than in object code form (or the form in which the Licensed Game is normally distributed) for the End User's individual enjoyment in accordance with the Documentation, (B) copying the Licensed Games (other than as permitted in connection with the End User's use of the Licensed Games on the applicable Licensed Platform), and (C) decompiling, disassembling, or reverse engineering the Licensed Games; and (ii) is not less restrictive relative to End Users rights than the terms of Licensor's end user license agreement, a current version of which is attached hereto as Exhibit D.

(c) Exclusivity.

(i) Licensee's Licenses shall be exclusive, perpetual and irrevocable (except to the extent provided under Sections 4(a)(ii) and 11(c)) in the field of Social Online Games with respect to all Existing Games and all Licensed Games, as well as all Improvements, licensed to Licensee at any time before the end of the third Exclusive Year. "**Exclusive Year**" means a duration, during the Core Term, of: (A) one (1) year following the Effective Date; (B) one (1) year following the first Exclusive Year; (C) one (1) year following the second Exclusive Year; or (D) from and after the end of the third Exclusive Year, if the Exclusivity Condition is met at the end of an Exclusive Year, one year (1) thereafter; provided that if Licensor has not delivered to Licensee twenty six (26) Roadmap Games in any such one year period and such failure to deliver is not caused by an act or omission of Licensee, then such Exclusive Year shall be extended until the date that the [\*\*\*] Roadmap Game for such Exclusive Year is delivered to Licensee.

(ii) In addition, after the third Exclusive Year, provided that the Exclusivity Condition is met as of the end of the third Exclusive Year, Licensee's Licenses shall be exclusive, perpetual and irrevocable in the field of Social Online Games with respect to all Licensed Games licensed to Licensee during the fourth Exclusive Year. In the fourth Exclusive Year and for the remainder of the Core Term, provided that the Exclusivity Condition is met as of the end of the current Exclusive Year, Licensee's Licenses shall be exclusive, perpetual and irrevocable in the field of Social Online Games with respect to all Licensed Games licensed to Licensee during the next Exclusive Year.

(iii) Notwithstanding anything to the contrary contained herein, if the Exclusivity Condition is not met at the end of an Exclusive Year when measured (such date on which the Exclusivity Condition is not met, the "**Exclusivity Expiration Date**"), Licensee shall lose the right to obtain an exclusive license to any additional Licensed Games for the remainder of the Term.

(iv) Beginning on the Exclusivity Expiration Date and continuing for the remainder of the Term:

(A) Licensee shall retain exclusivity for the Existing and Licensed Games it has licensed prior to such Exclusivity Expiration Date.

(B) Licensor shall no longer be obligated to provide new Roadmap Games or Selected Games.

(C) Licensor shall consider, in good faith and on a case-by-case basis, any request by Licensee to Port a Casino Game for Licensee's non-exclusive distribution as a Licensed Game. Licensee shall pay Licensor, as an advance against License Fees, an amount equal to the sum of Licensor's actual costs, including any minimum guarantee or advance payments paid or payable by Licensor to a Third Party for Third Party Material used in such Licensed Game, that are allocable on a pro-rata basis to the Licensed Game, and Licensor's costs and expenses to Port such Licensed Game (all of such costs and expenses for Porting Services shall be considered a prepayment of License Fees for the Licensed Game). Any such Licensed Game shall be subject to Licensee's payment of License Fees as set forth in Section 5.

(v) Except with respect to Licensor's existing contractual commitments with the parties set forth in Exhibit E (and provided that Licensor shall not extend or modify the list or duration of Social Online Games subject to the existing contractual commitments with the parties on Exhibit E without prior written consent of Licensee) and any express exceptions set forth in this Section 4(c), during the Exclusive Term, Licensor will not itself exercise, nor directly or indirectly grant to any Third Party, the rights to distribute any Casino Game from the Casino Game Catalog through the Distribution Channels. Notwithstanding the foregoing, Licensor shall be permitted to license any new Third Party Social Online Game provided that Licensor shall provide Licensee the first right to license such Third Party Social Online Game provided further that (A) if Licensee fails to notify Licensor of its election to distribute such Third Party Social Online Game via the Distribution Channels (as a Roadmap Game or Selected Game and in accordance with Section 4(a)(ii)) within sixty (60) days of Licensee's receipt of written notice from Licensor that such Third Party Social Online Game is available to Licensee for distribution hereunder, or (B) if Licensee discontinues such distribution or does not pay License Fees for such Third Party Social Online Game hereunder when due (subject to the cure period of Section 14(c)(ii)), then Licensee shall no longer have an exclusive license to such Third Party Social Online Game, and Licensor shall be free to distribute it via the Distribution Channels or license it to a Third Party for such purpose; provided, that, for the avoidance of doubt, any Sequel or derivation of such Third Party Social Game shall be deemed a new Casino Game (and, once licensed, a Licensed Game) and shall be subject to exclusivity and the compensation provisions set forth in this Agreement.

(vi) Nothing in this Agreement prevents Licensor from: (A) granting any other licenses for the use of Licensor's Casino Games or from utilizing Licensor's Casino Games in any manner other than for Social Online Games; (B) granting any licenses for the use of any Licensed Game to a government authorized lottery operator for use and play by such government authorized lottery operator's end users; (C) granting any licenses to development or maintenance subcontractors to assist in providing Managed Services, Porting, technology integration, support for, or preparation of Sequels of, Social Online Games; (D) granting any licenses or rights under any of Licensor's inventions or patents to any Third Party; or (E) granting a license to any of Licensor's Casino Games to any Third Party on a limited time basis and for the exclusive purpose of market testing such Casino Games.



(d) Term of Each License. Unless terminated earlier in accordance with the provisions of this Agreement, including under Section 4(a)(ii), the term of each License to a Licensed Game will commence on the date that the applicable Licensed Game is ready to be launched through a Distribution Channel and will continue in perpetuity (each, a “**License Term**”). Upon the termination of any License by Licensor in accordance with Section 4(a)(ii), Licensee immediately will remove or cause to be removed the applicable Licensed Game from the Distribution Channels and shall cease making any reference to such game. Upon the termination of any License by Licensor in accordance with Section 11(c), Licensee immediately will remove or cause to be removed the applicable Licensed Game from the Distribution Channels of the applicable jurisdiction and shall cease making any reference to such game in the applicable jurisdiction.

(e) Distribution Channels. Subject to the terms and conditions herein, Licensee may sublicense the rights granted under Section 4(a)(i) to its Affiliates and Authorized Distributors solely to the extent necessary for such Affiliates and Authorized Distributors to distribute Licensed Games to End Users through the Distribution Channels under an End User License Agreement and subject to the requirements in Section 4(c). Licensee will be responsible for the operations of any Affiliate or Authorized Distributor relevant to this Agreement as if such operations were carried out by Licensee itself. Under no circumstances will any sublicense include the right to grant further sublicenses.

(f) Sublicenses. Except as expressly set forth in Section 4(e), Licensee will not be entitled to sublicense any of its rights under this Agreement. Any permitted sublicense granted by Licensee under this Agreement, including the agreements with its Affiliates and Authorized Distributors, will provide for termination upon termination of Licensee’s license right as to a Licensed Game as provided in this Agreement (e.g., a Third Party Licensed Game pursuant to Section 4(a)(ii)). The form of any such sublicense agreement will be consistent with the applicable provisions of this Agreement, including by requiring sublicensees to comply with requirements at least as restrictive as those set forth in Section 11. In addition, any such sublicense agreement will prohibit sublicensees from (i) using any Licensed Games other than in object code form (or the form normally used to distribute the Licensed Game) to distribute to End Users for their individual enjoyment in accordance with the Documentation, (ii) copying the Licensed Games (other than as necessary to distribute the Licensed Games to End Users for use on the applicable Licensed Platform), and (iii) decompiling, disassembling, or reverse engineering the Licensed Games. Except as expressly permitted in this Section 4, sublicense agreements will not include the right to grant any further sublicenses. If breach of such sublicense occurs, then Licensee will take prompt corrective action to remedy the breach and obtain all other appropriate relief and will, in addition, notify Licensor of the breach and the corrective action taken. The execution of these duties by Licensee will not preclude Licensor from also taking corrective action. If Licensor or Licensee elects to take such corrective action, the other party will cooperate in any proceeding against any sublicensee alleging breach of the sublicense. Licensee’s foregoing obligations to enforce sublicenses as necessary to protect the interest of Licensor will survive expiration or termination of this Agreement.

(g) Restrictions; Reservation of Rights. The Licenses granted herein are subject to payment of the License Fees and compliance with the conditions and restrictions set forth in this Agreement. Licensee agrees that it will not, and will not authorize any other party to, use the Licensed Games in any manner other than as expressly permitted herein. Without limiting the generality of the foregoing, except as expressly permitted herein and except for the Licenses

granted in this Section 4, Licensee will not and will not permit any other party to: (i) access the Licensed Games; (ii) modify, adapt, alter or translate the Licensed Games; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Games to any Third Party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Licensed Games; (v) use or copy any portion of the Licensed Games; (vi) disclose or transmit any data contained in the Licensed Games; or (vii) alter game play elements of the Licensed Games (including mathematical models). Except as expressly set forth herein and except for the Licenses granted in this Section 4, no express or implied license or right of any kind is granted to Licensee regarding the Licensed Games, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Licensed Games. Except for the Licenses granted in this Section 4, Licensor reserves all rights for itself and Third Party licensors in and to the Licensed Games.

(h) Covenant Not to Sue. On its own behalf and on behalf of its current Affiliates and their respective successors and assigns, Licensor hereby waives and agrees not to assert against Licensee, or any of Licensee's Affiliates, successors or assigns, or any Licensee End Users or Authorized Distributors, (i) any patent rights with a priority date on or before the Effective Date that are owned or controlled by Licensor or any of its Affiliates as of the Effective Date and are necessary for Licensee to operate the Social Gaming Business that it acquired from Licensor and other sellers under the Purchase Agreement solely for the Licensed Games, provided that such patent rights are being used solely for such purpose; and (ii) during Term, any patent rights that are owned or controlled by Licensor that are used to distribute, market, advertise, play and otherwise exploit the Existing Games and Licensed Games in accordance with the terms of this Agreement, provided that such patent rights are being used solely for such purpose.

(i) Licensee Games. During the Exclusive Term, if Licensee or any of its Affiliates seeks to make available (either directly or through a license or similar arrangement with any Third Party) any of Licensee's or Affiliate's games (each, a "**Licensee Game**") in any real money slot machine business, regardless of the distribution channel (including, without limitation, real money interactive-gaming or land-based gaming) (collectively, the "**Real Money Slots Gaming Business**"), Licensee first shall notify Licensor and then enter into good faith discussions with Licensor (or an Affiliate of Licensor designated by Licensor) for not less than ninety (90) days to agree on a mutually acceptable license or other arrangement granting Licensor and/or any of its Affiliates the exclusive (including as to Licensee itself) right to use such Licensee Games in the Real Money Slots Gaming Business for the balance of the Exclusive Term. Without limiting the foregoing, during the Exclusive Term, prior to entering into any arrangement allowing a Third Party to use any Licensee Game in the Real Money Slots Gaming Business, Licensee or its applicable Affiliate shall offer to enter into such license or similar arrangement with Licensor or an Affiliate of Licensor designated by Licensor on substantially the same terms and conditions. For the avoidance of doubt, nothing in this Section 4(i) shall prohibit Licensee or its Affiliates from acquiring any Person that is engaged in the Real Money Slots Gaming Business (such Person, a "**Gaming Competitor**"), provided that (i) neither Licensee nor any Affiliate of Licensee distributes any Licensee Games, including Licensed Games, to or through such Gaming Competitor and does not otherwise provide access or any sublicense to any Licensed Games to such Gaming Competitor, in which case the first

two sentences of this Section 4(i) shall be inapplicable to the acquisition of such Gaming Competitor, and (ii) Licensee and its Affiliates shall use good faith efforts to ensure that none of Licensor's source code and other proprietary information derived therefrom is provided to any such acquired Gaming Competitor or its employees.

## 5. COMPENSATION.

(a) Porting Fee. Subject to Licensee's satisfaction of the Minimum Guarantee payments and except as expressly set forth herein, no Porting Fee or other Fee will be charged for the Porting of Roadmap Games; the fees for such Roadmap Games will be limited to License Fees, calculated in accordance with Section 5(c). For the Porting of any Selected Games by Licensor, Licensee will pay to Licensor a Porting fee in an amount sufficient to reimburse Licensor for such services on a time and material basis at customary rates for similar services in the industry, which Licensee shall have the right to approve in advance (the "**Porting Fee**").

(b) Managed Service Fees. Licensee shall pay Licensor the Managed Service Fees in connection with Licensor's operation of the Licensor Server during the Term. "**Managed Service Fees**" are anticipated to be approximately [\*\*\*\*\*] per year, which are Licensor's personnel costs associated with managing the Licensor Server (provided that to the extent Licensor's personnel are not solely dedicated to managing the Licensor Server, such costs shall be allocated on a pro-rata basis for the proportion of the Licensor's personnel's services applicable to the Managed Services provided to Licensee). Licensee shall continue to contract directly with and pay the Third Party Vendors (including Couchbase and Amazon Web Services, or such other hosting provider as mutually agreed upon by the Parties) required to host and manage the Licensor Server on Licensor's behalf in a manner that provides Licensor sole and complete operational control and access over the hosted Licensor Server. Managed Service Fees shall be paid on a monthly basis (i.e., 1/12 of the annual Managed Service Fees to be paid monthly).

(c) License Fees. During the Term, Licensee will pay to Licensor royalty fees equal to:

(i) [\*\*\*\*\*] on Net Sales of any Licensed Game that is not a Third Party Licensed Game; and

(ii) [\*\*\*\*\*] on Net Sales of any Third Party Licensed Game or such higher percent on Net Sales as may equal the aggregate fees owed to a Third Party licensor in connection with such Third Party Licensed Game (where such aggregate fees shall include any advances owed to such Third Party licensor in connection with the Third Party Licensed Game).

All such royalty fees to be referred to herein as the "**License Fees.**"

(d) Minimum Guarantee. Each Exclusive Year during the Exclusive Term, Licensee will pay to Licensor the following aggregate minimum amount of License Fees (excluding any Porting Fee) ("**Minimum Guarantee**"): (i) for the first Exclusive Year of the Exclusive Term, [\*\*\*\*\*]; and (ii) for each Exclusive Year thereafter during the Exclusive Term, [\*\*\*\*\*] of the License Fees paid or payable to Licensor for the preceding year.

(e) Statements. On or before the thirtieth (30th) day following the end of each calendar month during the Term, Licensee will furnish to Licensor a reasonably complete and accurate statement of sales of each Licensed Game for such month, on Licensor's then-current royalty reporting form, the current version of which is attached hereto as Exhibit F.

(f) Payment Terms; Annual True-Up.

(i) All License Fees are due on the thirtieth (30th) day following the completion of the calendar month in which earned, and payment will be made by the electronic method specified on, and in accordance with the terms of, Exhibit G attached hereto. The receipt or acceptance by Licensor of any of the statements furnished pursuant to this Agreement, or of any License Fees paid hereunder (or the cashing of any checks paid hereunder) will not preclude Licensor from reasonably questioning the correctness thereof at any time within three (3) years after the expiration or termination of this Agreement. Managed Service Fees and Porting Fees (if any) are due within thirty (30) days of Licensee's receipt of the applicable invoice for the Managed Service Fees and Porting work actually performed or Porting expenses actually incurred.

(ii) In the event that the License Fees payable by Licensee in any Exclusive Year during the Exclusive Term (disregarding the then-applicable Minimum Guarantee) is less than the then-applicable Minimum Guarantee (the amount of such difference, an "**Annual Payment Shortfall Amount**"), Licensee shall pay to Licensor the Annual Payment Shortfall Amount concurrent with, and in addition to, the License Fees payable by Licensee to Licensor for the final month during such Exclusive Year.

(iii) Licensee shall pay interest on any overdue payment hereunder, commencing on the day after the end of the appropriate payment at an annual rate of two (2) percentage points higher than the prime interest rate as quoted by the head office of Citibank N.A., New York (or any successor), at the close of banking on such date, or on the first Business Day thereafter if such date falls on a non-Business Day. If such interest rate exceeds the maximum legal rate in the jurisdiction where a claim therefor is being asserted, the interest rate shall be reduced to such maximum legal rate.

(g) License Fee Credit. During the Exclusive Term, if Licensor fails to deliver Roadmap Games to Licensee in accordance with Section 3(a), License Fee credits shall apply as follows:

(i) First Year. The annual License Fee credit for June 1, 2017 through May 31, 2018 ("**First Year**") shall be measured and calculated for two separate measurement periods, for the period from June 1, 2017 through December 31, 2017 ("**Segment 1**") and for the period from January 1, 2018 through May 31, 2018 ("**Segment 2**"). Except as provided in Section 5(g)(i)(B), the total possible License Fee credit for Segments 1 and 2 (each, a "Segment") together shall be [\*\*\*\*\*].

(A) If Licensor fails to deliver to Licensee at least five (5) Roadmap Games on or prior to August 31, 2017, then Licensor shall grant Licensee a License Fee credit at the end of each Segment, in an amount that equals  $A * B$ , where:

[\*\*\*\*\*]

(iii) End of Exclusive Term. If the Exclusivity Expiration Date is not May 31, then on the Exclusivity Expiration Date, Licensor shall grant Licensee a pro rata License Fee credit for the period between the most recent June 1 and the Exclusivity Expiration Date, inclusive, in an amount that equals  $A * B$ , where:

(A)  $A$  = the License Fees paid or payable by Licensee that were incurred between the second most recent June 1 and the date that is one year before the Exclusivity Expiration Date, inclusive for Roadmap Games that Licensor delivered to Licensee during such period; provided that if Licensor did not deliver  $X$  number of Roadmap Games during such period, then  $A$  = the License Fees paid or payable by Licensee that were incurred during such period for the  $X$  number of most recently delivered Roadmap Games and to the extent less than  $X$  number of Roadmap Games have been delivered, the most recently delivered or ported Existing Games prior to the Effective Date;

and (B)  $B = (X - \text{the number of Roadmap Games delivered between the most recent June 1 and the Exclusivity Expiration Date, inclusive}) / X$ ;

(C)  $X = Y$  rounded off to the nearest integer

(D)  $Y = 26 * (\text{the number of days between the most recent June 1 and the Exclusivity Expiration Date, inclusive}) / 365$ .

(iv) The License Fee credit shall be applied towards future License Fees payable hereunder (i.e., the License Fee credit amounts shall be deducted from future License Fees).

(h) Taxes.

(i) To the extent required by law, Licensee shall have the right to deduct or withhold from payments payable to Licensor hereunder any required withholding taxes in accordance with such laws and Licensor shall forward such deducted and withheld amounts to the relevant Governmental Authority, provided that the following conditions are met: (A) the respective tax is an income tax and not any consumption tax, use tax, sales tax or other tax; (B) Licensor is liable for such taxes under applicable law; (C) Licensee is required by applicable Law to withhold the tax from payments due to Licensor and to forward such tax to the relevant Governmental Authority; (D) Licensee furnishes Licensor with appropriate official tax receipts, certificates or other documentation certifying the payment of such withholding taxes to the relevant Governmental Authority as soon as practicable following such deduction or withholding; and (E) Licensee complies with the certification requirements set forth in clause (ii), below. If taxes are required to be withheld, Licensee shall give notice to that effect to Licensor, without undue delay, at the latest five (5) Business Days before the payment is made, make the required withholding, and make timely payment of the amount withheld to the relevant Governmental Authority. All taxes so withheld shall be paid before penalties attached thereto or interest accrued thereon. If any such penalties or interest nonetheless become due, Licensee shall make prompt payment thereof to the relevant Governmental Authority. Licensor shall take such actions as permitted under applicable law to obtain an exemption or reduction of withholding taxes on any payments hereunder and, if a reduced withholding rate is available under applicable law (including under an applicable income tax treaty), Licensee shall report or deduct such withholding taxes from the payment hereunder to Licensor at such reduced rate (including, but not limited to, a zero rate of tax).

(ii) The Parties shall cooperate in good faith to minimize any potential deduction and withholding of any taxes (and to maximize any potential tax credit available) with respect to any amount payable hereunder and, in this regard, Licensee shall, from time to time upon the reasonable advance request of Licensor, furnish to Licensor any form or other documentation that may be necessary to establish any available exemption from, or reduction in the rate of, any withholding or deduction of any taxes imposed by any taxing authority from any amount payable to Licensor pursuant to this Agreement.

(i) Licensor Recording Obligations. For any country(ies) for which applicable Law requires Licensor to record any License granted to Licensee herein, Licensee will provide Licensor with, and will execute, all necessary documents, assignments, signatures, data, etc. which Licensor may request for the purpose of recording such License, and Licensee will reimburse Licensor for any and all costs, fees and expenses arising directly or indirectly from Licensor's satisfaction of its recording obligations.

## 6. GOODWILL.

(a) Licensee acknowledges the great value of the goodwill associated with the Licensed Games, and acknowledges that, apart for the Licenses granted herein, the Licensed Games and all rights therein, including goodwill pertaining thereto, belong exclusively to Licensor.

(b) Licensee will not (i) misuse any Licensed Game or deliberately market or present a game in such a manner as to bring any Licensed Game into disrepute; (ii) use or authorize the use of any asset that contains or incorporates any artwork, other representation, name or mark that is confusingly similar to, or that disparages any Licensed Game (or any element thereof); (iii) use, or authorize the use of, any Licensed Game in connection with the promotion, provision or endorsement of any products, services, forums, or activities that are illegal (in any territory in which such Licensed Game is used); are defamatory or demean, ridicule or attack individuals on the basis of age, color, national origin, race, ethnicity, religion, gender, sexual orientation or disability; are pornographic, lewd or obscene; include intense violence; are harmful to children; promote or endorse illegal drug use; or promote or endorse tobacco or alcoholic beverages; or (iv) use any Licensed Game in any manner that Licensor reasonably believes could jeopardize any gaming license or permit of Licensor or its Affiliates. Licensor shall notify Licensee in writing if Licensor reasonably believes Licensee is in violation of this Section 6(b) and Licensee shall take immediate and meaningful reasonable steps to stop the violation.

(c) Licensee further recognizes and acknowledges that a breach by Licensee of any of its covenants, agreements or undertakings hereunder may cause Licensor irreparable damage, which cannot be readily remedied in damages in an action at law, and may, in addition thereto, constitute an infringement of Licensor's copyrights in or trademarks relating to a Licensed Game, thereby entitling Licensor to equitable remedies, costs and reasonable attorney's fees.

## 7. INTELLECTUAL PROPERTY RIGHTS.

(a) Licensed Games, Licensor Server and Licensor's Intellectual Property Rights.

(i) Licensed Games and Licensor Server. As between Licensor and Licensee, all right, title and interest in, to or that claims or covers the Licensed Games or the Licensor Server, including all patents, inventions, utility models, copyright, trademarks, rights in passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and

trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and all similar or equivalent rights or forms of protection in any part of the world (collectively, "**Intellectual Property Rights**"), whether vested, contingent or future, all performers' property rights and all rights of actions and all other rights of whatever nature whether now known or in the future created in, to or that claim or cover the Licensed Games and the Licensor Server, except for any rights that are expressly granted to Licensee in this Agreement, are (A) as to the Licensor Server and Existing Games as set forth in the Purchase Agreement and (B) as to the Licensed Games and any modifications made to the Licensor Server by Licensor after the Effective Date, are and shall be owned exclusively by Licensor, together with the goodwill attaching to that part of the business in connection with which the applicable trademarks are used. The Licensed Games at the Effective Date of this Agreement are set forth in Exhibit H.

(ii) Improvements. To the extent any Improvements are made to the Licensed Games in accordance with Section 3 of this Agreement, such Improvements and all Intellectual Property Rights therein, shall be owned solely by Licensor. To the extent Licensee has or acquires any ownership interest in the Improvements or any Intellectual Property Rights therein, Licensee hereby assigns to Licensor all of its right, title, and interest in and to such Improvements. Licensor hereby grants Licensee the right to make Improvements to the Licensed Games, which shall then become licensed pursuant to the terms applicable to the Licensed Game so improved pursuant to this Agreement.

(iii) Reservation of Rights. Licensee covenants and agrees that this Agreement will be deemed a license, not a transfer, of Licensor's rights in the Licensed Games and the Licensor Server, and that Licensee will have no interest in or claim to the Licensed Games, the Licensor Server or to any of the Intellectual Property Rights associated therewith, except to the extent of the Licenses, covenants and other rights expressly granted pursuant and subject to the terms and conditions of this Agreement. No rights are granted to utilize or access the Licensed Games or the Licensor Server, or any other Intellectual Property Rights of Licensor except for the purpose of Licenses granted herein and except as expressly permitted by this Agreement.

(b) Licensee's Proprietary Materials. Licensor acknowledges that it claims no ownership in, and as between Licensee and Licensor, Licensee exclusively owns all right, title and interest in, including all Intellectual Property Rights (i) that DDI owned as of the closing date of the Purchase Agreement, including in the DoubleDown Casino app; (ii) in the software code and applications developed by or for Licensee in connection with Licensee's platform used for the distribution of the Licensed Games; (iii) that were generated from DDI's distribution and operation of the Existing Games and DDI-owned Social Online Games prior to the Effective Date; and (iv) that are generated from Licensee's distribution and operation of the Licensed Games, including, for both (iii) and (iv), all End User Data, End User information and billing databases related thereto.

(c) Licensee Cooperation. Licensee shall execute, and provide Licensor with, all necessary documents, assignments and signatures which Licensor may request for the purpose of perfecting Licensor's title to all such Intellectual Property Rights as are assigned in accordance with Section 6(a)(i), including, patents, copyright and trademark registrations. All uses of the trademarks by Licensee hereunder will inure to Licensor's benefit. Upon Licensor's



request, Licensee will provide Licensor with copies, in such format as Licensor may reasonably request (including, digital or electronic files) of all artwork utilizing any Licensed Game. Licensee will follow Licensor's instructions for proper use of the Licensed Games in order that protection and/or registrations for the trademarks may be obtained or maintained.

(d) Excluded IP Assets License. Subject to the terms and conditions of this Agreement, including the payment of License Fees, Licensor hereby grants to Licensee an irrevocable (except to the extent provided under Section 11(c)), non-exclusive, perpetual, world-wide, sublicensable (solely to its Affiliates to enable them to exercise their rights in and to the Licensed Games granted hereunder and to contractors to perform services on behalf of Licensee or its Affiliates), non-transferrable (except to the extent permitted under Section 24) right and license to use, copy, modify, and make derivative works of any Intellectual Property included in the Excluded IP Assets, other than the Licensor Server, for the limited purpose of operating the Social Gaming Business to the extent Licensor or an Affiliate of Licensor owns such Intellectual Property or has the right to grant such licenses; provided that Licensor or its applicable Affiliate shall be deemed to have granted the broadest license that Licensor or such Affiliate is capable of granting with respect to each such Intellectual Property asset included in the Excluded Assets that Licensor or an Affiliate does not own. All Excluded IP Assets (other than the Licensor Server) shall be delivered to Licensee, or Licensor will cooperate with Licensee to provide access to Licensee in the same manner that DDI had access to such Excluded IP Assets prior to the Effective Date The Licensor Server included within the Excluded IP Assets is licensed pursuant to the Source Code Escrow provisions.

(e) Protection. Licensee will assist Licensor to the extent necessary or desirable in the procurement of any protection or to protect any of Licensor's rights to any Licensed Game, and Licensor, if it so desires, may commence or prosecute any claims or suits in its own name or in the name of Licensee, or join Licensee as a party thereto and exercise sole control of such claim. Licensor will reimburse Licensee for any reasonable out-of-pocket costs Licensee incurs in rendering such assistance, provided that Licensor has approved such costs in advance in writing. Licensee will notify Licensor in writing of any infringements or imitations by others of any Licensed Game on articles similar to the Licensed Games which may come to Licensee's attention, and Licensor will have the sole right to determine whether or not any action will be taken on account of any such infringements or imitations; provided, however, that Licensor shall not unreasonably withhold instituting such action. Licensee will not institute any suit or take any action on account of any such infringements or imitations, or otherwise institute any suit or take any action relating to any Licensed Game, without first obtaining the written consent of Licensor to do so; provided, however, that Licensor shall not unreasonably withhold, delay or condition such consent. Except with Licensor's written consent, neither Licensee nor any of its Affiliates will register or attempt to register copyrights in any country or to register as a trademark, service mark, utility patent, design patent or industrial design, business or trade name, internet domain name or company name any of the Licensed Games, trademarks or derivations or adaptations thereof, or any word, symbol or design which is so similar thereto as to suggest association with or sponsorship by Licensor or any of its subsidiaries. In the event of breach of the foregoing, Licensee agrees, at its expense and at Licensor's request, immediately to terminate the unauthorized registration activity and promptly to execute and deliver, or cause to be delivered to Licensor, such assignments and other documents as Licensor may require to transfer to Licensor all rights to the registrations, patents or applications involved.

(f) Labeling. Licensee will cause the Required Notices and such other unobtrusive, mutually agreed upon notice as Licensor may reasonably direct, to appear on or within each of the Licensed Games distributed or sold by it and on or within all Documentation and Advertising Material.

## 8. CONFIDENTIALITY.

(a) Each Party acknowledges that, from time to time, it and its Affiliates may receive information from or regarding the other Party (or such other Party's Affiliates) (each, a "**Disclosing Party**") in the nature of trade secrets or that otherwise is confidential, the release or disclosure of which could be damaging to the other Party (or its Affiliates), or Persons with which it does business ("**Confidential Information**").

(b) Each Party receiving any Confidential Information (each, a "**Receiving Party**") shall use any Confidential Information it receives solely for the purposes set forth in this Agreement, and hold it in strict confidence with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care; provided that a Receiving Party may disclose such Confidential Information to any Affiliate, employee, independent contractor or professional advisor of such Receiving Party that agrees to abide by confidentiality restrictions at least as restrictive as contained in this Section 8; provided, further, that a Receiving Party may disclose such Confidential Information to the extent required by any legal, accounting or regulatory requirements (including the requirements of any securities exchange) or in connection with enforcing its rights under this Agreement or the Purchase Agreement; and provided, further, that the Receiving Party disclosing such Confidential Information shall be responsible for any breaches of confidentiality by any such Affiliate, employee, independent contractor or professional advisor of such Receiving Party.

(c) The confidentiality restrictions in this Section 8 shall not apply to any Confidential Information as to which the Receiving Party can demonstrate that such Confidential Information: (i) is or became public knowledge through no action of such Receiving Party or its Affiliates, officers, directors, representatives or agents in violation of this Agreement; (ii) has been provided to such Receiving Party without restriction by an independent Third Party who has not, directly or indirectly, received such Confidential Information from such Receiving Party; (iii) was properly in the possession of such Receiving Party prior to the time of receipt of such Confidential Information; (iv) is required to be disclosed by law, regulation or court order (provided that such Receiving Party shall notify the Disclosing Party promptly of any request for that Confidential Information, before disclosing it if practicable); or (v) was developed independently by such Receiving Party in the course of work by employees or other agents of such Receiving Party without use of such Confidential Information.

## 9. REPRESENTATIONS, DISCLAIMERS, INDEMNIFICATION AND INSURANCE.

(a) Licensee Representations. Licensee hereby makes the following covenants, representations and warranties to Licensor: Licensee (i) is a duly organized and existing limited liability company in good standing under the laws of Delaware; (ii) has full power and authority to enter into and fully perform this Agreement, including that Licensee's execution and

performance of this Agreement will not breach or otherwise violate its current or future written or oral agreements, if any, that Licensee may have with Third Parties; (iii) will not enter into any agreement that is inconsistent with any one or more of the terms and conditions of this Agreement; (iv) will not exercise any right or take any action, and/or authorize any other person or entity to exercise any right or take any action, which conflicts with or would be likely to prejudice, or derogate from, the rights held by Licensor pursuant to this Agreement; and (v) will obtain prior to commercial release, valid and binding rights agreements with all Authorized Distributors rendering and/or furnishing services for the distribution of the Licensed Games in connection with the Distribution Channels. EXCEPT AS PROVIDED IN THIS SECTION 9(a), NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WILL BE DEEMED GIVEN BY LICENSEE HEREUNDER.

(b) Licensee Indemnity. Except to the extent of Third Party Claims covered by Section 9(e), Licensee will defend at its expense any suit brought against Licensor or its Affiliates, and the officers, directors, agents and employees of each (collectively, the “**Indemnified Parties**”), and will pay any settlement Licensee makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by a Third Party (a “Claim”) related to or arising out of Licensee’s breach of Section 11, including Licensee’s failure to comply with applicable Laws; provided that Licensor has followed all applicable procedures in Section 11(c) and that Licensor is not at fault and further provided that Licensor has given Licensee prompt written notice of any such Third Party Claim, permits Licensee to conduct and control the defense with counsel of Licensee’s own choosing, and provides Licensee with full cooperation with respect thereto. Licensee will take any corrective action with respect to any Third Party Claims as Licensor may require in its reasonable discretion. Notwithstanding the foregoing and for the avoidance of doubt, Licensor shall not be entitled to any indemnification hereunder to the extent that the underlying claim or Loss is or was indemnifiable pursuant to the Purchase Agreement, disregarding any limitations on indemnifications contained therein including, without limitation, survival periods, Per Claim Minimums, Thresholds or other limitations on damages.

(c) Insurance.

(i) During the Term, Licensor shall obtain, pay for and maintain the following insurance:

(A) property insurance against all risk of physical loss or damage in amounts not less than actual replacement cost without deduction for depreciation (including business interruption coverage) with a maximum deductible of [\*\*\*\*\*];

(B) commercial general liability insurance against claims for personal injury, bodily injury, death, accident or property damage in an amount not less than [\*\*\*\*\*] per occurrence and [\*\*\*\*\*] annual aggregate with a maximum deductible of [\*\*\*\*\*];

(C) business automobile liability insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit with a maximum deductible of Five Hundred Thousand Dollars (\$500,000);

(D) excess/umbrella liability insurance in an amount of not less than [\*\*\*\*\*] which includes follow form coverage for commercial general liability and business automobile coverages;

(E) workers' compensation insurance in the amount required by applicable law or a program of self-insurance complying with the rules, regulations and requirements of the applicable governmental authority with a maximum deductible of Five Hundred Thousand Dollars (\$500,000); and

(F) professional liability/errors and omissions insurance in an amount not less than [\*\*\*\*\*] with a maximum deductible of [\*\*\*\*\*].

Each policy shall be written by a carrier admitted in the United State and rated "A" or better by AM Best. Licensor shall cause Licensee to be named as additional insured with respect to the policies providing the insurance specified in clauses (A), (B), (C) and (D). Licensor shall submit to Licensee a certificate of insurance evidencing such insurance. Licensor will notify Licensee in writing, prior to the effective date, of any cancellation of such insurance before the expiration date thereof.

(ii) Starting on the second month anniversary of the Effective Date through the remainder of the Term, Licensee, individually or together with DDI, shall obtain, pay for and maintain the following insurance:

(A) property insurance against all risk of physical loss or damage in amounts not less than actual replacement cost without deduction for depreciation (including business interruption coverage) with a maximum deductible of [\*\*\*\*\*];

(B) commercial general liability insurance against claims for personal injury, bodily injury, death, accident or property damage in an amount not less than [\*\*\*\*\*] per occurrence and [\*\*\*\*\*] annual aggregate with a maximum deductible of [\*\*\*\*\*];

(C) business automobile liability insurance in an amount not less than Two Million Dollars (\$2,000,000) combined single limit with a maximum deductible of Five Hundred Thousand Dollars (\$500,000);

(D) excess/umbrella liability insurance in an amount of not less than [\*\*\*\*\*] which includes follow form coverage for commercial general liability and business automobile coverages;

(E) workers' compensation insurance in the amount required by applicable law or a program of self-insurance complying with the rules, regulations and requirements of the applicable governmental authority with a maximum deductible of Five Hundred Thousand Dollars (\$500,000); and

(F) professional liability/errors and omissions insurance in an amount not less than [\*\*\*\*\*] with a maximum deductible of [\*\*\*\*\*].

Each policy shall be written by a carrier admitted in the United States and rated "A" or better by AM Best. Licensee shall cause Licensor to be named as additional insured with respect to the policies providing the insurance specified in clauses (A), (B), (C) and (D). Licensee shall submit to Licensor a certificate of insurance evidencing such insurance. Licensee will notify Licensor in writing, prior to the effective date, of any cancellation of such insurance before the expiration date thereof. Notwithstanding anything to the contrary herein, Licensee shall indemnify and hold harmless the Indemnified Parties from and against any and all Losses arising out of or resulting from the failure by Licensee to obtain, pay for and maintain the insurance specified in Section 9(c)(ii)(A)—(F) during the period from the Effective Date through the date on which all such insurance is obtained by Licensee in accordance with this Section 9(c)(ii).

(d) Licensor Representations. Licensor hereby makes the following covenants, representations and warranties to Licensee: (i) Licensor is a duly organized and existing corporation in good standing under the laws of Nevada; (ii) Licensor has full power and authority to enter into and fully perform this Agreement, including that Licensor's execution and performance of this Agreement will not breach or otherwise violate its current or future written or oral agreements, if any, that Licensor may have with Third Parties; (iii) Licensor and its Affiliates has not and will not enter into any agreement that is inconsistent with any one or more of the terms and conditions of this Agreement; (iv) Licensor has and will have the full right, title, ownership and interest, including without limitation, all copyright, trademark and patent rights, necessary to grant the Licenses granted herein; (v) Licensor (and its Affiliates) has not and will not exercise any right or take any action, and/or authorize any other person or entity to exercise any right or take any action, which conflicts with or would be likely to prejudice, or derogate from, the rights granted to Licensee pursuant to this Agreement; (vi) Licensor has obtained, with respect to Licensed Games that are not Third Party Licensed Games, valid and enforceable written Intellectual Property Right assignment from all current and former authors and inventors (A) sufficient to irrevocably assign such applicable Intellectual Property Rights exclusively to Licensor and (B) containing a waiver of non-assignable rights (including moral rights) to the extent not prohibited under applicable Laws; (vii) to Licensor's knowledge, no act has been or will be done or omitted to be done by Licensor or any of its employees and contractors which has, had or would reasonably be expected to have the effect of impairing or dedicating to the public, or entitling any Person to cancel, forfeit, modify or consider abandoned, any Intellectual Property Right licensed hereunder; (viii) to Licensor's knowledge, the Licensed Games have not, and do not, in any material respect, infringe (directly or indirectly, including via contribution or inducement), misappropriate or violate any Intellectual Property Right of any Third Party; (ix) as of the Effective Date, Licensor is in actual possession of and has exclusive control over a complete and correct copy of the source code of the

Licensed Games; (x), as of the Effective Date, none of the Licensed Games contains any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus” or “worm” (as such terms are commonly understood in the software industry) or any other code designed or intended to have any of the following functions: (A) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed, or (B) damaging or destroying any data or file without the user’s consent; (xi) to Licensor’s knowledge, Licensor has not (A) incorporated Open Source Materials into, or combined Open Source Materials with, any Licensed Game, (B) distributed Open Source Materials in conjunction with any Licensed Game, or (C) used Open Source Materials, in such a way that, with respect to clauses (A), (B), or (C) (other than with respect to the Open Source Materials in its unmodified form) creates, or purports to create, obligations for Licensor or its licensees to (1) disclose or distribute any Intellectual Property in any Licensed Game in source code form, (2) license any Intellectual Property in any Licensed Game for the purpose of making derivative works, or (3) redistribute any Intellectual Property in any Licensed Game at no charge; (xii) no claim of non-compliance has been made to Licensor in respect of its performance of its material obligations under any terms of use, terms of service or other Contracts or any associated policies or guidelines relating to Licensor’s use of any distribution or social media platforms, sites or services, including, without limitation, the Apple App Store, Google Play Store and Facebook; (xiii) as of the Effective Date, there are no proceedings, audits or investigations settled, pending or threatened alleging any defamation, violation of publicity or privacy rights of any Person due to the distribution of the Licensed Games; (xiv) no Licensed Games licensed hereunder is subject to any grant or offer to grant license due to Licensor’s membership with any industry standards body; (xv) prior to the execution of this Agreement, Licensor distributed the Social Online Games, which are Licensed Games hereunder, only in countries where they were legally permitted to do so; and (xvi) the licenses granted herein, together with the assets conveyed through the Purchase Agreement, are sufficient for Licensee to operate the Social Gaming Business of the Prior DDI Group Companies, as it was operated immediately prior to the Effective Date. EXCEPT AS PROVIDED IN THIS SECTION 9(d), NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WILL BE DEEMED GIVEN BY LICENSOR HEREUNDER. LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) Licensor Indemnity. Licensor will defend at its expense any suit brought against Licensee, and will pay any settlement Licensor makes or approves, or any damages finally awarded in such suit or dispute resolution forum, insofar as such suit is based on any Third Party Claims arising out of actual or alleged copyright or other intellectual property right infringement or misappropriation based on Licensee’s use of any Licensed Game in accordance with the terms of this Agreement, provided that Licensee has given Licensor prompt written notice of any such Third Party Claim, permits Licensor to conduct and control the defense with counsel of Licensor’s own choosing, and provides Licensor with full cooperation with respect thereto. Notwithstanding the foregoing and for the avoidance of doubt, Licensor’s indemnification obligations under this Section 9(e) shall not apply to (i) any modifications made by or at the direction of Licensee to any Licensed Games, including Sequels or use of the Licensed Game or any component thereof in a manner not expressly authorized herein; or (ii) any Loss or Claim that is or was indemnifiable pursuant to the Purchase Agreement, disregarding any limitations on indemnifications contained therein including, without limitation, survival periods, Per Claim

Minimums, Thresholds or other limitations on damages that is or would be indemnifiable under the Purchase Agreement. The indemnity described in this Section 9(e) will constitute Licensee's sole remedy and Licensor's sole obligation in the event of a finding of copyright or other intellectual property right infringement or misappropriation caused by any Licensed Game as authorized hereunder when this Section 9(e) is applicable.

(f) **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 9, IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR SIMILAR DAMAGES, WHATSOEVER (INCLUDING LOST PROFITS, DIMINUTION OF VALUE OR DAMAGES CALCULATED ON MULTIPLES OF EARNINGS OR OTHER METRICS APPROACHES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS SECTION 9(f) SHALL EFFECT LICENSEE'S OBLIGATIONS TO MAKE ANY PAYMENTS OTHERWISE DUE UNDER THIS AGREEMENT.

#### 10. MARKETING; DATA.

(a) Generally. Licensee will use reasonable efforts to market, promote and distribute Licensed Games. In addition, Licensee will:

(i) Provide Licensor with an annual marketing plan;

(ii) Work with Licensor on cross marketing opportunities; and

(iii) Market and advertise Licensed Games in a manner consistent with Licensee's marketing and advertising of all its and its Affiliates' other online casino games.

(b) Materials. Licensor will provide Licensee with its marketing guidelines and marketing collateral and assets, which Licensor may update from time to time upon notice to Licensee, to enable Licensee to use Licensed Game artwork in Advertising Materials distributed for purposes of marketing and promoting the Licensed Games and Licensee's product offerings. Licensee will have the right to market Licensed Games, during their respective License Terms, without Licensor's consent; provided that (i) Licensee follows customary covenants to preserve Licensor's and the Licensed Games' brand integrity and uses Licensed Game artwork in Advertising Materials in line with Licensor's marketing guidelines; and (ii) Licensee obtains Licensor's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, for any Advertising Materials to be distributed through generally available marketing or promotional channels, which shall not include any direct communications or advertising targeted solely to current End Users. In the event that a Third Party requires a change be made to any Advertising Materials distributed through generally available marketing or promotional channels, Licensee may make such change without the prior approval of Licensor as long as Licensee (A) promptly notifies Licensor in writing of the Third Party request as well as the change made, and (B) makes any changes or modifications that Licensor reasonably requests in writing. If Licensee provides notice regarding distribution of such Advertising Materials and does not receive a response from Licensor within six (6) hours, then Licensor is deemed to have provided prior written consent.

(c) Samples. From time to time after Licensee has commenced making available for play a Licensed Game, and upon Licensor's reasonable written request, Licensee will furnish to Licensor (without cost) samples of Advertising Materials used, in connection with any Licensed Game.

## 11. COMPLIANCE.

### (a) Regulations and Laws.

(i) Licensor and its Affiliates conduct business in a highly regulated industry under privileged licenses issued by gaming regulatory authorities both domestic and international. Licensor maintains a compliance program that has been established to protect and preserve the name, reputation, integrity and goodwill of Licensor and its Affiliates and to monitor compliance with the requirements established by gaming regulatory authorities in various jurisdictions in the world. Licensee agrees to cooperate with reasonable requests, inquiries, or investigations of any gaming regulatory authorities or law enforcement agencies in connection with the performance of this Agreement. In addition, Licensee will adhere to industry standard practices with respect to privacy.

(ii) If Licensee is contacted, at any time, by any governmental body or agency (including, the Federal Trade Commission, Consumer Product Safety Commission, Federal Communications Commission, the U.S. Department of Justice, Health Canada, or any federal, state, or provincial attorney general's office) concerning any issue of product safety, product quality, allegedly false or deceptive trading or advertising practices, or an alleged failure to comply with any applicable Laws, Licensee will so notify Licensor within twenty four (24) hours of such contact. Furthermore, except as may be otherwise required by law or as reasonably necessary to avoid liability, Licensee will not contact any such governmental body or agency, whether on Licensee's own volition or in response to any such inquiry, without first notifying Licensor and giving Licensor a right of meaningful consultation as to any such communication and/or response.

(b) Operating Licenses. Licensee may only distribute Licensed Games in countries (or parts or portions thereof) where it is legally permitted to do so. As between Licensee and Licensor, it will be Licensee's responsibility to ensure that any and all Licensed Games and all materials related thereto comply with all applicable Laws directly or indirectly related to the Licensed Games in each country, region and area within the territory in which such Licensed Games are used. For any jurisdiction for which applicable Law requires Licensor to hold a valid license or permit in order to effectuate the purpose of the Licenses granted to Licensee herein, Licensee will provide Licensor with, and will execute, all necessary documents, assignments, signatures, data, etc. which Licensor may request for the purpose of acquiring such license or permit, and will reimburse Licensor for any and all costs, fees and expenses arising directly or indirectly from such license or permit, or the acquisition of same. At any time during the Term,



if publishing, marketing, advertising, promoting, selling and distributing any Licensed Game becomes prohibited in any jurisdiction, Licensee will not be permitted to publish, market, advertise, promote, sell and distribute any Licensed Game in such jurisdiction unless and until publishing, marketing, advertising, promoting, selling and distributing any Licensed Game becomes permitted in any jurisdiction, and (ii) acquires Licensor's written consent to resume the licensed activities in such jurisdiction which shall not be unreasonably withheld by Licensor and shall be promptly delivered.

(c) Governmental Restrictions Imposed During Term. If at any time during the Term, any Governmental Authority takes any action that imposes legal restrictions or prohibitions on Licensor's ability to conduct business in any one or more jurisdictions, Licensor may immediately terminate the Licenses granted to Licensee hereunder for such jurisdiction(s); provided, however, that Licensor shall, to the extent reasonably practicable under the circumstances, first provide Licensee with prior notice of its intent to terminate and a reasonable opportunity for Licensee to take corrective actions to address the Governmental Authority's legal restrictions in a manner that does not result in a material adverse effect on Licensor or its businesses. For the avoidance of doubt, any termination of Licensee's rights under this Section 11(c) for any jurisdiction(s) will also include the termination of any rights sublicensed hereunder for such jurisdiction(s). Licensor shall take reasonable steps to avoid any such termination and shall otherwise seek to ensure that Licensee retains the benefits of its licenses in any such jurisdiction to the maximum extent possible.

(d) Privacy Policy. Licensee will ensure that its use of all End User Data will comply with all applicable Laws relating to the privacy of End Users or the protection of their personal data promulgated by any Governmental Authority having jurisdiction over Licensee or the End User Data covered by this Agreement. If any Governmental Authority having jurisdiction over Licensee or the End User Data covered by this Agreement requires Licensee to adopt or amend a privacy policy related to such End User Data, Licensee will adopt and prominently post (or amend, as applicable) on any website on which any Licensed Game is made available or displayed to End Users, a privacy policy and will adhere to the terms of such privacy policy. Licensee acknowledges that certain End User Data may contain personally identifiable information ("**PII**"), including sensitive data such as unique device identifiers, credit card information. Licensee will be responsible for any unauthorized access, use, reproduction, distribution, disposition, disclosure, possession, damage or other activity ("**Unauthorized Use**") involving End User Data residing on Licensee's computer equipment, network, and systems (collectively, "**Licensee System**"). Licensee will implement and maintain administrative, physical and technical safeguards that are designed to prevent any Unauthorized Use of End User Data ("**Safeguards**"). The Safeguards will include, at minimum, a data security program which integrates technology-based security measures, policies, procedures and practices, and ongoing education and awareness designed to protect the security of End User Data that includes PII and which meets the standards of general industry practice to safeguard similar End User Data. Licensee represents and warrants that, as of the Effective Date, the Licensee System has not suffered an actual or reasonably suspected security breach involving End User Data. Licensee will transmit, transfer, and deliver all PII in accordance with applicable Law and applicable industry standards. If End User Data is to be shared back and forth, all transfers of such End User Data between Licensor and Licensee will be in an agreed-upon secure format. If Licensee discovers or is notified of a security breach of the Licensee System (a "**Security**

*Event*”), Licensee will promptly notify Licensor of such Security Event and of any End User Data involved; if required by law or warranted under the circumstances, promptly notify applicable Law enforcement and regulatory authorities and/or affected End Users of such Security Event, all such notices subject to Licensor’s prior review and approval in each case; fully cooperate with Licensor; provide Licensor with a plan to remediate such Security Event and avoid its recurrence; and unless prohibited by an applicable statute or court order, notify Licensor of any Third Party legal process relating to any Security Event, including, any legal process initiated by any Governmental Authority (foreign or domestic). The Parties will fully cooperate with each other in all respects regarding the Security Event, including (i) investigating and curing the Security Event, and (ii) assisting the other Party in investigating, remedying and taking any other action such other Party deems necessary regarding any Security Event and any dispute, inquiry or claim that concerns such Security Event, and (iii) providing Licensor with assurances reasonably satisfactory to Licensor that such Security Event will not recur. Licensee’s actions under this Section will not limit its obligation to indemnify Licensor or any of Licensor’s other rights or remedies under this Agreement or otherwise.

(e) Reports. Licensee will keep Licensor reasonably informed of material consumer complaints and/or quality-related inquiries or notifications related to the Licensed Games. Licensee will also provide Licensor with safety and/or potential safety complaints, inquiries, or notifications within five (5) Business Days of Licensee’s receipt thereof. All reports under this subparagraph will be sent via email to support@IGT.com, to the attention of Licensor’s Quality Assurance Department.

(f) Global Anti-Corruption Laws.

(i) Compliance with Global Anti-Corruption Laws. Each Party shall comply with all Global Anti-Corruption Laws and maintain policies and procedures to ensure compliance with Global Anti-Corruption Laws during the Term. Prior to and during the Term of this Agreement, each Party, including its officers, directors, employees or agents acting on their behalf, has not, directly or indirectly, offered, made or promised to make, authorized or given, and will not in the future offer, make or promise to make, authorize or give, any payment of funds or anything of value to any Person with the intent of (A) improperly influencing any act or decision of a Person, (B) inducing a Person to do or omit to do any act in violation of his or her lawful duty, (C) securing any improper advantage, or (D) inducing a Person to use his or her position improperly to affect any act or decision in any way connected with the Agreement.

(ii) Government Official Ownership. Each Party warrants and represents that no Government Official is or will be during the Term directly or indirectly an owner or investor in such Party and that no Government Official has or will have during the Term any financial interest, directly or indirectly, in the contractual relationship established by this Agreement.

(iii) Notice of Investigation. Each Party agrees to promptly inform the other Party if such Party or any of its directors, officers, employees, representatives or agents becomes subject to any investigation related to this Agreement.

(iv) Accurate Books and Records. Each Party shall maintain make and maintain books and records which, in reasonable detail, accurately and fairly reflect the transactions related to this Agreement.

(v) Compliance Meetings. On an annual basis during the Term, upon the reasonable request of Licensor, Licensee will meet with Licensor to discuss Licensee's Global Anti-Corruption Laws compliance program. Licensee agrees to consider, in good faith, any reasonable recommendations made by Licensor with respect to Licensee's Global Anti-Corruption Laws compliance program as a result of such meetings or as otherwise communicated to Licensee by Licensor.

## 12. DISTRIBUTION AND SUPPORT.

(a) Commitment. Licensee will make and maintain arrangements for the distribution of the Licensed Games through the Distribution Channels. Licensee will obtain Licensor's final written approval before launching any Licensed Game through a Distribution Channel.

(b) Restrictions. Licensee will not sell or distribute Licensed Games (i) to anyone whose sales or distributions are or will be made for publicity or promotional tie-in purposes, combination sales, Premiums, giveaways or similar methods of merchandising, or (ii) to anyone Licensee knows intends to engage in deceptive, illegal, or immoral business practices. For purposes of this Section 12(b), the term "**Premium**" includes [\*\*\*\*\*]. If any sale is made at a special price to any of Licensee's subsidiaries or to any other person, firm or corporation related in any manner to Licensee or its officers, directors or major stockholders, there will be a License Fee paid on such sales based upon the price generally charged the trade by Licensee.

(c) Support. Licensee will be solely responsible for providing customer and technical support to its customers and End Users of each Licensed Game with support equivalent to the customer and technical support customary in the electronic download video game and app industry and will at all times maintain a staff of technical and administrative personnel sufficient to provide such support. Licensee will continue to provide customer (but not technical) support for each Licensed Game for six (6) months after such Licensed Game has been removed from all Distribution Channels. Licensor will provide support to Licensee in accordance with the terms of Exhibit C.

## 13. RECORDS AND AUDIT.

(a) Licensee will keep accurate books of account and records covering all transactions relating to the Licenses, including on Net Sales and the calculation of License Fees hereunder, and Licensor and its duly authorized, independent representatives approved by Licensee (subject to written and binding confidentiality restrictions) will have the right, upon reasonable advance written notice and without material disruption to Licensee's operation of its business, during regular hours to inspect such books of account and records, solely for the purpose of ensuring Licensor of Licensee's compliance with the terms of this Agreement, including the accurate calculation of all License Fees.

(b) Licensor will keep accurate books of account and records covering all licensing transactions and costs associated with time and materials related to the Licensed Games, the Managed Services and porting of the Licensed Games, and Licensee and its duly authorized, independent representatives approved by Licensor (subject to written and binding confidentiality restrictions) will have the right, upon reasonable advance written notice and without material disruption to Licensor's operation of its business, during regular hours to inspect such books of account and records, solely for the purpose of ensuring Licensee of Licensor's compliance with the terms of this Agreement, including the accurate calculation of all Porting Fees and Managed Service Fees.

(c) Such books of account and records will be kept available for at least three (3) years after the termination or expiration of this Agreement. If either party's duly authorized representatives discover an underpayment of five percent (5%) or more pursuant to any such examination, the other party will pay the fee for such examination, plus out-of-pocket costs. In addition, the other party will immediately pay to the requesting party one hundred ten percent (110%) of any Fees found to be due as a result of examination of the books of accounts. All such books of account and records will be considered Confidential Information of the respective party to which such books of account belong.

(d) Upon Licensor's request, Licensee will provide Licensor with Licensee's financial statements prepared by an independent certified public accountant.

#### 14. CORE TERM, TERM, AND TERMINATION.

(a) Core Term. The Core Term will commence on the Effective Date and, unless this Agreement is terminated earlier as set forth herein, will continue for ten (10) years (the "**Initial Core Term**"). Upon at least nine (9) months written notice prior to the then-scheduled expiry of the Core Term, Licensee may elect to extend the Core Term for up to two (2) additional five (5) year periods; provided that: (i) Licensee is in compliance with all terms hereof; (ii) (A) the Interest Coverage Ratio of the Tested Licensee Affiliate is greater than 1.00:1.00, and (B) the Leverage Ratio of the Tested Licensee Affiliate is less than 7.00:1.00, as reflected in Licensee's annual financial statements; and (iii) Licensee is still in the Exclusive Term and has satisfied the Exclusivity Condition for the last year of the then-current Core Term. The Initial Core Term, as may be extended as set forth herein, is referred to herein as the "**Core Term.**"

(b) Term. This Agreement will commence on the Effective Date and will terminate concurrently with the latest terminating License Term (the "**Term**").

(c) Termination by Licensor.

(i) Licensor will have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Licensee if at any time: (A) Licensee becomes insolvent, (B) a petition in bankruptcy or for reorganization is filed by or against Licensee, or if any insolvency or similar proceedings are instituted by or against Licensee under any state,

federal or international law, (C) Licensee makes an assignment for the benefit of its creditors, (D) a receiver is appointed for Licensee's property and business and remains undischarged for a period of fifteen (15) days, (E) Licensee liquidates its business in any manner whatsoever, (F) any distress, execution or attachment is levied on a material portion of Licensee's assets and remains undischarged for a period of fifteen (15) days or (G) (1) the Interest Coverage Ratio of the Tested Licensee Affiliate is less than 1.00:1.00 or (2) the Leverage Ratio of the Tested Licensee Affiliate is greater than (I) 10.00:1.00 for any period beginning on the first anniversary of the Effective Date and continuing until the second anniversary of the Effective Date (for the avoidance of doubt, there will be no Leverage Ratio test for the first year period following the Effective Date), (II) 9.00:1.00 for any period beginning on the second anniversary of the Effective Date and continuing until the third anniversary of the Effective Date, (III) 8.00:1.00 for any period beginning on the third anniversary of the Effective Date and continuing until the fourth anniversary of the Effective Date, and (IV) 7.00:1.00 for any period beginning on the fourth anniversary of the Effective Date and continuing for the remainder of the Term, each as reflected in Licensee's annual financial statements; provided that if Licensee does not meet a financial condition in item (G) above, then it will be provided a six (6) month cure period to meet it before Licensor will have the right to terminate this Agreement based on item (G).

(ii) If Licensee breaches any material obligation under this Agreement during the Term, Licensor will have the right to terminate this Agreement upon written notice, which termination will become effective (A) immediately if such violation is not capable of cure; (B) thirty (30) days from notice to Licensee for failure to pay if Licensee has not cured the violation within such thirty (30) day period; or (C) ninety (90) days from notice of termination for any other reason provided for under this Section 14(c)(ii) if Licensee has not cured the violation, provided that Licensee is actively working in good faith to cure the violation throughout such period.

(d) Termination by Licensee. If Licensor breaches any material obligation under this Agreement during the Term, Licensee will have the right to terminate this Agreement upon written notice, which termination will become effective (i) immediately if such violation is not capable of cure; or (ii) ninety (90) days from notice of termination if Licensor has not cured the violation, provided that Licensor is actively working in good faith to cure the violation throughout such period.

(e) Effect of Termination.

(i) Termination of this Agreement for any reason will be without prejudice to any rights which either Party may otherwise have against the other Party, including the right to recover amounts due hereunder or the right to recover damages caused by a Party's breach of this Agreement. Upon any such termination of this Agreement all amounts accrued during the Term, including all then-earned License Fees on sales made before termination, will become immediately due and payable. In no event shall either Party have a right to set off any amounts payable by such Party hereunder (including indemnification payments) against any amounts owed to or other rights or claims of such Party under this Agreement, the Purchase Agreement or the Transition Services Agreement executed in connection therewith.

(ii) Upon any termination of this Agreement for any reason, all License rights granted to Licensee hereunder that are or have become exclusive will remain exclusive to Licensee and in full force and effect. Licensee shall pay all License Fees for such Licenses in accordance with Section 5(c).

(iii) Sections 1, 4(g), 5 through 9, and 13 through 34 survive termination of the Term, as will all End User License Agreements granted prior to expiration or termination, as applicable.

(f) Final Statement. Sixty (60) days before the expiration of the Term and again, within ten (10) days after such expiration (or, in the event of termination of this Agreement, ten (10) days after receipt of notice of termination or the occurrence of the terminating event where no notice is required), Licensee will furnish to Licensor a statement identifying all Authorized Distributors who are distributing Licensed Games at the time of termination or expiration of the Term.

#### 15. REMEDIES.

(a) Licensee acknowledges that its failure to cease the advertising, sale or distribution of the Licensed Games or any class or category thereof upon the termination of this Agreement by Licensor under Section 14(c) will result in immediate and irreparable damage to Licensor and to the rights of any subsequent licensee. Licensee acknowledges and admits that there is no adequate remedy at law for such failure to cease advertising, sale or distribution, and Licensee agrees that in the event of such failure, Licensor will be entitled to equitable relief by way of temporary and permanent injunctions and such other further relief as any court with jurisdiction may deem just and proper without the need to post bond therefor.

(b) Licensor acknowledges that its failure to provide and license the Roadmap Games and the Selected Games pursuant to the terms of this Agreement, and to provide the services and source code escrow set forth in this Agreement will result in immediate and irreparable damage to Licensee. Licensor acknowledges and admits that there is no adequate remedy at law for such failure and Licensor agrees that in the event of such failure, Licensee will be entitled to equitable relief by way of specific performance, temporary and permanent injunctions and such other further relief as any court with jurisdiction may deem just and proper without the need to post bond therefor.

(c) Resort to any remedies referred to in this Agreement will not be construed as a waiver of any other rights and remedies to which either party is entitled under this Agreement or otherwise.

16. EXCUSE FOR NONPERFORMANCE. Neither Party shall be liable to the other for any default or delay in the performance of any of its obligations under this Agreement (other than nonpayment) if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions, acts of terror, revolutions, riots or civil disorder; accidents or unavoidable casualties; interruptions in Third Party transportation; supply shortages; Laws, treaties, agreements, actions, inactions, rulings, regulations, decisions or requirements or any Governmental Authority; or any other

cause, whether similar or dissimilar to those enumerated herein, beyond such Party's reasonable control (herein any such event to be referred to as a "**Force Majeure Event**"); provided that the Party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. In such event, the non-performing Party shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and take all reasonable steps to mitigate the delay caused by the Force Majeure Event.

17. AMENDMENT OR MODIFICATION. This Agreement may be amended or modified only by written agreement signed by the Parties.

18. NOTICES. All notices, requests, claims, demands, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent by internationally recognized overnight air courier, one (1) Business Day after deposit therewith; (c) if sent by facsimile transmission, which a copy mailed on the same day in the manner provided in clauses (a) or (b) of this Section 18, when transmitted and receipt is confirmed by telephone; and (d) if otherwise actually personally delivered, when delivered; provided that such notices, requests, claims, demands and other communications are delivered to the respective Parties hereto at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 18):

(i) if to Licensor:

IGT  
10 Memorial Blvd.  
Providence, RI 02903  
Facsimile: 401-392-4980  
Attention: Senior Vice President and General Counsel  
Email: neil.abrams@igt.com

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz  
New York, New York 10019  
Facsimile: (212) 403-2378  
Attention: Benjamin M. Roth, Esq.  
Email: BMRoth@wlrk.com

And, a copy to (which shall not constitute notice):

Cooley LLP  
Broomfield, Colorado 80021  
Facsimile: (720) 566-4196  
Attention: Keith Berets, Esq.  
Email: kberets@cooley.com

(ii) if to Licensee

c/o DoubleU Games Co., Ltd.  
16F, Gangnam Finance Center, 152, Teheran-ro  
Gangnam-gu, Seoul, Korea 06236  
Facsimile: +82(2) 563-2988  
Attention: In-Keuk Kim, Chief Strategy Office  
Email: ikkim@doubleugames.com

with a copy to (which shall not constitute notice):

Kim & Chang  
39, Sajik-ro 8-gil, Jongno-gu  
Seoul 03170, Korea  
Facsimile: +82-2-737-9091/9092  
Attention: Hyunho Eun  
Sung Uk Park  
Email: hheun@kimchang.com  
sunguk.park@kimchang.com

and

Morgan, Lewis & Bockius LLP  
300 South Grand Avenue, 22nd Floor  
Los Angeles, California 90071-3132  
Facsimile: (213) 680 6499  
Attention: Janice Liu  
Robert Bertin  
Email: janice.liu@morganlewis.com  
robert.bertin@morganlewis.com

19. **PUBLIC ANNOUNCEMENTS.** The Purchase Agreement provides for specific terms related to an initial press release with respect to the transactions contemplated under that Agreement. All other media releases, public announcements and public disclosures by any Party relating to this Agreement or the subject matter of this Agreement (including promotional or marketing materials) will be coordinated with and subject to the approval of each Party prior to release (not to be unreasonably withheld or delayed), other than any announcement intended solely for internal distribution within such Party's organization or any disclosure required by legal, accounting or regulatory requirements (including the requirements of any securities exchange) and as may be required by Law or stock exchange.

20. **NO JOINT VENTURE.** This Agreement does not and will not be deemed as establishing a relationship between the Parties as partners, joint ventures, employment, franchise or agency. Licensee will not have the power under this Agreement to incur financial or other obligations in Licensor's name, and it is specifically understood and agreed that under no circumstances will any power granted, or which may be deemed to be granted to Licensee, be deemed to be coupled with an interest. The Parties acknowledge and agree that the rights and



powers retained by Licensor to supervise or otherwise intervene in Licensee's activities and to determine all matters of policy, all as herein provided, are retained because of the necessity of protecting Licensor's Intellectual Property Rights generally, and specifically to conserve the good will and good name of Licensor's company and of the Licensed Game.

21. NON SOLICIT. During the Term of this Agreement, neither Party shall (whether directly or through its Affiliates), hire, employ or solicit to employ any employees or independent contractors of the other Party or its Affiliates who is providing services in connection with this Agreement or the Transition Services Agreement without the prior written approval of such other Party, other than those whose employment with such other Party or its Affiliates has terminated; provided that this Section 21 shall not prohibit (x) generalized searches (and subsequent hiring) by a Party or its Affiliates for employees through media advertisements or recruitment or employment firms that are not specifically targeted or directed at such employees or independent contractors or (y) the provision of services by either Party or its Affiliates pursuant to the Transition Services Agreement.

22. ENTIRE AGREEMENT. This Agreement and the schedules and exhibits attached hereto, together with the Purchase Agreement and the Transition Services Agreement, embody the entire understanding and agreement among the Parties and supersede any prior understanding and agreement by or among the Parties, written or oral, relating to the subject matter hereof.

23. WAIVER. No failure or delay on the part of any Party hereto in exercising any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedy that may be available to the Parties at law, in equity or otherwise.

24. INJUNCTIVE AND OTHER RELIEF. Each Party acknowledges and agrees on behalf of itself and its Affiliates that the rights afforded herein are unique and that any violation of this Agreement may cause irreparable injury to the non-breaching Party for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Party expressly agrees that, in addition to any other remedies which the non-breaching Party may have, the non-breaching Party will be entitled to seek injunctive or other equitable relief for any breach or threatened breach of any term, provision or covenant of this Agreement by the breaching Party. Nothing contained herein, including Sections 26 or 27, will prevent or delay the non-breaching Party from seeking specific performance or other equitable remedies in the event of any breach or intended breach by any Party of such Party's obligations hereunder. In addition, the non-breaching Party may bring an action against the breaching Party with respect to any such breach or bring any action as may be permitted to recover damages. In any such proceeding or action, the prevailing Party will be entitled to receive from the non-prevailing Party, in addition to such other damages and relief as may be awarded, the costs and expenses incurred by it or them in connection with such action, including reasonable attorneys' fees.

25. **ASSIGNMENT.** Licensee will not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, in either case, in part or in whole to: (i) a Competitor of Licensor, where “**Competitor**” means a Person that competes with Licensor in the Real Money Slots Gaming Business where such Person is also specified at any given time on a list of up to twenty (20) competitor entities by Licensor as of the Effective Date, or no more than once annually thereafter, in each case by written Notice to Licensee referencing this Agreement and this Section 24 (the “**Competitor List**”), provided, however, that if the potential assignee competes with Licensor in Real Money Slots Gaming Business but is not on the Competitor List, then Licensee shall only be permitted to assign or otherwise transfer this Agreement or any of its rights or obligations hereunder subject to the potential assignee’s written consent to the Assignment Covenants; (ii) a Person to which an assignment of this Agreement would jeopardize a gaming license of Licensor or any of its Affiliates as determined by Licensor acting reasonably, as confirmed by an opinion of nationally recognized U.S. gaming counsel; or (iii) a Person that is unable to satisfy an Interest Coverage Ratio of 1.00:1.00 and a Leverage Ratio of 7.00:1.00 as reflected in the Person’s most recent annual financial statement. The initial Competitor List is set forth on Exhibit I hereto. For purposes of this Agreement, the term “assignment” will, in addition to the transfer of this Agreement or the rights or obligations thereunder, whether voluntarily, involuntarily, by operation of law or otherwise, be deemed to include and result from (A) a sale or other transfer by Licensee of all or substantially all of its assets; (B) the liquidation or dissolution of Licensee; (C) the merger, amalgamation, consolidation or reorganization of Licensee into or with another corporation or other entity as a result of which Licensee is not the surviving corporation; or (D) any transaction (including any of the foregoing transactions, as well as any in which Licensee is the surviving corporation) which, whether by way of sale, gift or other transfer, whether involving Licensee or the record or beneficial owners of equity interests in Licensee, results in a fifty percent (50%) or more change in the voting control of Licensee. In the event of any permitted assignment, Licensee will remain primarily obligated under all of the provisions of this Agreement.

26. **GOVERNING LAW.** This Agreement shall be deemed to be executed and performed in the State of Delaware and is governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflicts of law principles, as to all matters, including matters of validity, enforceability, construction, effect and performance.

27. **DISPUTE RESOLUTION.** The Parties agree, on behalf of themselves and their respective Subsidiaries, to resolve any dispute arising out of or relating to this Agreement in the following manner. First, the Party identifying that a dispute exists shall provide the other Party with written notice that describes the dispute with reasonable particularity, including the actions or remedies that the Party identifying the dispute believes are appropriate to resolve the dispute (the “**Dispute Notice**”). Promptly following the receipt of the Dispute Notice, senior management of both Parties shall meet to attempt to resolve the dispute. The meeting shall include at least one representative designated by the chief executive officer of Licensee and one representative designated by the chief executive officer of Licensor. If the senior management cannot resolve the dispute within twenty-one (21) days (or such longer period as may be agreed upon by the Parties in writing) following the date of receipt of the Dispute Notice, either Party may make a written demand for non-binding mediation, which shall be administered in accordance with the International Dispute Resolution Procedures (International Mediation Rules) of the International Centre for Dispute Resolution (effective June 1, 2014); provided, however, that the Parties are not obligated to select a mediator affiliated with the International Centre for Dispute Resolution and if the Parties are unable to agree upon a mediator, each Party will select

one independent Third Party mediator and such independent Third Party mediators shall select a third independent Third Party to act as the mediator for such dispute. No Party may initiate any action or proceeding (a) without participating in the mediation in good faith, and (b) until at least ninety (90) days after the initiation of the mediation.

28. CHOICE OF FORUM. The Parties agree that, with respect to any action or proceeding arising out of or relating to this Agreement, upon satisfaction of any obligations to mediate under Section 26, such action or proceeding shall be finally settled by arbitration in San Francisco, California under the then-current rules of the International Chamber of Commerce. The place of arbitration shall be in San Francisco, California. The merits of the dispute shall be resolved in accordance with the laws of the State of Delaware, USA. The number of arbitrators shall be three (3), each of whom shall be knowledgeable in the subject matter hereof. The language of arbitration shall be English, and all documents shall be submitted in English or be accompanied by a certified English translation. The arbitrators will provide a written explanation to the Parties of any arbitration award. Any decision rendered by the arbitration panel shall be binding, final and conclusive upon the Parties, and a judgment thereon may be entered in, and enforced by, any court having jurisdiction over the Party against which an award is entered or the location of such Party's assets, and the Parties hereby irrevocably waive any objection to the jurisdiction of such courts based on any ground, including without limitation, improper venue or forum non conveniens. The Parties and the arbitration panel agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submission made by the Parties and the decisions made by the arbitral tribunal, including its awards, except as required by applicable Law or in connection with any action to enforce any arbitration award and to the extent not already in the public domain. Notwithstanding anything to the contrary herein, each party shall be entitled, at any time, without first resorting to the dispute resolution process set forth in Section 26 or the arbitration provisions set forth in this Section 27, to seek injunctive or other equitable relief from any court of competent jurisdiction, wherever such party deems appropriate, in order to preserve or enforce such party's rights hereunder. The prevailing party, if a Party is so designated in the arbitration award, shall be entitled to recover from the other Party its costs and fees, including attorneys' fees, associated with such arbitration.

29. CONSTRUCTION. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" (and variations thereof) will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." All references in this Agreement to "Sections" are intended to refer to sections of this Agreement.

30. SEVERABILITY. If any provision(s) of this Agreement is adjudicated by a court of competent jurisdiction to be unlawful, unenforceable, invalid, and/or unconscionable, that provision(s) will be deemed restated in accordance with applicable Law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

31. **NO THIRD-PARTY BENEFICIARIES.** The provisions hereof are solely for the benefit of the Parties, and are not intended to, and will not be construed to, confer a right or benefit on any creditor (in its capacity as such) of the Licensee or any other Person, except as provided in Section 9.

32. **DELIVERY BY FACSIMILE.** This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or delivered by electronic mail (a "***pdf file***"), will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, and without affecting the effectiveness of any previous execution thereof by facsimile or pdf file, each other party hereto or thereto will reexecute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument will raise the use of a facsimile machine or pdf file to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or pdf file as a defense to the formation of a contract and each such party forever waives any such defense.

33. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts will be construed together and constitute the same instrument.

34. **NO PRESUMPTION.** With regard to each and every term and condition of this Agreement, the Parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties desire or are required to interpret or construe any such term or condition, no consideration will be given to the issue of which Party actually prepared, drafted or requested any term or condition of this Agreement.

35. **EXPENSES.** The Parties will each bear and pay their own costs and expenses incurred in connection with the preparation, execution, delivery and performance of this Agreement and the transactions contemplated hereby.

***{signature page follows}***

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the Effective Date.

IGT

By: /s/ Renato Ascoli

Name: Renato Ascoli

Title: President

*[Signature Page to GDDSA]*

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the Effective Date.

DOUBLEUDIAMOND LLC

By: /s/ Inkeuk Kim

Name: Inkeuk Kim

Title: President

**EXHIBIT A**  
**DEFINITIONS**

(a) “**Advertising Materials**” means marketing, advertising or promotional materials publicized or to be publicized in any format, style or media, including television commercials, promotions, game trailers or demos, press releases or public statements, Internet or mobile advertising, web pages marketing, advertising, promoting and/or containing the title of or images from a Licensed Game.

(b) “**Affiliate**” means (i) with respect to Licensor, International Game Technology PLC and its controlled subsidiaries; and (ii) with respect to any other specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person. As used in this definition, “**control**” (including the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by contract or otherwise.

(c) “**Agreement**” is defined in the preamble.

(d) “**Annual Payment Shortfall Amount**” is defined in Section 5(f)(ii).

(e) “**Assignment Covenants**” means the imposition on a permitted assignee hereunder of covenants and controls that will ensure that Licensor’s source code and other proprietary information derived therefrom are only available to employees of such assignee who (i) are identified to Licensor, (ii) are not engaged in the Real Money Slots Gaming Business of the assignee, (iii) sign a non-disclosure agreement with Licensor that, among other things, provides that such employees will not disclose any information related to Licensor’s source code and other proprietary information derived therefrom to the assignee or any of its affiliates and employees who do not sign such an agreement, and (iv) provide an annual certification of compliance with the non-disclosure statement referenced in clause (iii) of this definition.

(f) “**Authorized Distributor**” means any Third Party owner and operator of a Distribution Channel.

(g) “**Business Day**” means any day that is not a Saturday, a Sunday or another day on which banking institutions are required or authorized by Law to be closed in New York, New York.

(h) “**Casino Games**” means land based casino games made available for play on electronic gaming machines where the outcome is determined by a random number generator, including video poker games played on electronic gaming machines.

(i) “**Casino Game Catalog**” means Licensor’s comprehensive list of Casino Games at such time during the Term.

(j) “**Claim**” is defined in Section 9(b).

(k) “**Competitor**” is defined in Section 24.

(l) “**Confidential Information**” is defined in Section 8(a).

(m) “**Consolidated Interest Expense**” means the amount of interest, discount, acceptance and commitment fees, amounts under interest rate hedging contracts and the interest element of payments under finance leases payable by Licensee.

(n) “**Core Term**” is defined in Section 14(a).

(o) “**Deposited Materials**” is defined in Section 3(j)(i).

(p) “**Disclosing Party**” is defined in Section 8(a).

(q) “**Dispute Notice**” is defined in Section 26.

(r) “**Distribution Channel**” means any online sites or platforms, including those used in connection with affiliate programs and similar arrangements, for use in connection with the distribution of Social Online Games, including (i) those social platforms operated by Facebook, WeChat, Weibo and Renren, (ii) Apple App Store, Google Play Store, Amazon Appstore and Galaxy Apps, (iii) any successors to the foregoing social platforms and app stores and (iv) any online platforms pursuant to which Social Online Games are distributed.

(s) “**Documentation**” means documentation, manuals or instructions regarding a Licensed Game.

(t) “**DDI**” means DoubleDown Interactive, LLC.

(u) “**Prior DDI Group Companies**” means DDI, IGT Interactive C.V. and DoubleDown Interactive B.V.

(v) “**DDI Intellectual Property**” means all intellectual property as of the closing date of the Purchase Agreement owned by the Prior DDI Group Companies, or (ii) invented, created, or developed by or on behalf of the Prior DDI Group Companies for use in the Social Online Business in the case of (i) and (ii), including all Double Down Casino application software and Social Online Games owned by DDI prior to the closing date of the Purchase Agreement, other than the applicable Excluded IP Assets.

(w) “**EBITDA**” means the amount of the consolidated operating income of Licensee:

(i) plus depreciation, amortization and impairment loss; and

(ii) plus extraordinary and non-cash items of expense but only to the extent such items have been deducted in the determination of consolidated operating income; and



(iii) minus extraordinary and non-cash items of income but only to the extent such items have been included in consolidated operating income; and

(iv) minus amounts attributable to minority interests.

(x) “**Effective Date**” is defined in the preamble.

(y) “**End User**” means an individual (i) who obtained a Social Online Game distributed by any of the Prior DDI Group Companies or (ii) who obtains a Licensed Game for such individual’s own personal use and not for resale, rental or other commercial use.

(z) “**End User Data**” means all data and information relating to any End User in connection with such End User’s use of (i) a Licensed Game or (ii) a Social Online Game distributed by any of the Prior DDI Group Companies.

(aa) “**End User License Agreement**” means the terms governing use of the Licensed Games by Licensee’s or its Authorized Distributor’s End Users.

(bb) “**Escrow Agent**” is defined in Section 3(j)(i).

(cc) “**Escrow Agreement**” is defined in Section 3(j)(i).

(dd) “**Excluded IP Assets**” means (i) the specific computer hardware and personal property owned by DDI which has been used exclusively prior to April 17, 2017, to perform game porting and app hosting services (including the Licensor Server), (ii) the software implemented on Amazon Web Services or computer hardware that is exclusively associated with the game porting and app hosting functions, but not game or app functionality, including the Licensor Server, used by or for DDI to distribute Social Online Games as of April 17, 2017.

(ee) “**Exclusive Term**” means the period beginning on the Effective Date and ending on the Exclusivity Expiration Date.)

(ff) “**Exclusivity Condition**” means the condition that the average yearly License Fees paid by Licensee to Licensor over the immediately preceding three (3) consecutive year period is equal to or greater than [\*\*\*\*\*]

(gg) “**Exclusivity Expiration Date**” is defined in Section 4(c)(iii).

(hh) “**Existing Game**” means any Social Online Game that any of the Prior DDI Group Companies is distributing as of the Effective Date.

(ii) “**Force Majeure Event**” is defined in Section 16.

(jj) “**Global Anti-Corruption Laws**” refer to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other applicable laws and regulations by virtue of jurisdiction or conduct of business.

(kk) “**Global Casino Test Bank Performance Program**” is defined in Section 3(e).

(ll) “**Governmental Authority**” means any federal, state, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

(mm) “**Government Official**” means any official or employee of (i) a government at any level (national, state, provincial or local) and any branch (executive, legislative or judicial), (ii) a public or state-owned enterprise, (iii) a political party, (iv) a public international organization (such as an employee of the World Bank), and (v) any close family member (i.e., spouse, grandparent, parent, sibling, child or other relative who shares the same household) of any of the above individuals. Government Official also includes individuals running for political office and members of royal families.

(nn) “**Gross Sales**” means all revenue, royalties, fees or other consideration earned by Licensee or any of its Affiliates from the marketing, advertising, sale, distribution, license or commercial use or exploitation of any and all Licensed Games during their respective License Terms, no matter what the source, including microtransactions and advertising revenues.

(oo) “**Improvement**” means, with respect to a Licensed Game, any improvement, modification, change, derivative work (including any Sequel) or extension of or to such Licensed Game.

(pp) “**Indemnified Parties**” is defined in Section 9(b).

(qq) “**Initial Core Term**” is defined in Section 14(a).

(rr) “**Intellectual Property**” means all (a) patents and patent applications, (b) trademarks, service marks, trade names and trade dress, together with the goodwill associated exclusively therewith, (c) Internet domain names, (d) copyrights, including copyrights in computer software, (e) trade secrets and confidential information, (f) registrations and applications for registration of the foregoing, and (g) works of authorship, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, assemblers, applets, compilers, user interfaces, application programming interfaces, protocols, architectures, documentation, annotations, comments, designs, files, records, schematics, test methodologies, test vectors, emulation and simulation tools and reports, hardware development tools, models, tooling, prototypes, breadboards and other devices, data, data structures, databases, data compilations and collections, inventions (whether or not patentable), invention disclosures, discoveries, improvements, technology, proprietary and confidential ideas and information, know-how and information maintained as trade secrets, tools, concepts, techniques, methods, processes, formulae, patterns, algorithms and specifications, customer lists and supplier lists and any and all instantiations or embodiments of the foregoing

(ss) “**Intellectual Property Rights**” is defined in Section 7(a)(i).

(tt) “**Interest Coverage Ratio**” means the ratio of EBITDA to Net Interest Costs.

(uu) "**Law**" means any federal, state, local, foreign or supranational law, statute, code, ordinance, rule, regulation, judgment, order, injunction, decree, agency requirement, license, notice, guidance, guideline, treaty, ruling or permit or other requirements of any Governmental Authority having the force of law or any legal requirements arising under common law principles of law or equity.

(vv) "**Leverage Ratio**" means the ratio of Net Debt to EBITDA.

(ww) "**License**" means, with respect to a Licensed Game, one or more licenses in the Licensed Game.

(xx) "**License Fees**" is defined in Section 5(c).

(yy) "**Licensed Games**" means any of the following that are licensed by Licensor to Licensee: (i) the Social Online Games licensed by Licensor and distributed by any of the Prior DDI Group Companies as of the Effective Date, (ii) Roadmap Games, (iii) Selected Games; and (iv) any Sequel of any of the foregoing. Licensed Games shall include game assets, source code (but not source code for the Licensed Game's game math), object code and applicable documentation for each game.

(zz) "**Licensed Platforms**" means the operating systems required to distribute an application on the Distribution Channels.

(aaa) "**License Term**" is defined in Section 4(d).

(bbb) "**Licensee**" is defined in the preamble.

(ccc) "**Licensee Game**" is defined in Section 4(i).

(ddd) "**Licensee System**" is defined in Section 11(d).

(eee) "**Licensor Server**" means the software implemented on Amazon Web Services that has been used to implement the remote gaming servers used by or for any of the Prior DDI Group Companies to distribute the game math for Social Online Games prior to the Effective Date.

(fff) "**Loss**" means any loss, damage, liability, claim, cost and expense, interest, award, judgment, settlement or penalty (including reasonable attorneys' fees and expenses) suffered or incurred (excluding Losses to the extent they are solely non-cash accounting Losses, including book adjustments in the financial statements). For purposes of indemnification in this Agreement, Losses shall be net of any tax benefit actually realized in cash or by way of a current reduction in otherwise payable taxes by the indemnified party or its Affiliates in the taxable year in which such Loss was incurred or any prior taxable year.

(ggg) “**Managed Services**” means the hosting, technical and administrative services related to the operation of the Licensor Server on Licensee’s behalf during the Managed Services Term, as more fully described in Exhibit C.

(hhh) “**Managed Service Fees**” is defined in Section 5(b).

(iii) “**Managed Services Term**” means the period of time commencing on the Effective Date, or such other date as is mutually agreed upon by the Parties, and ending on such date as (i) there are no longer any Licensed Games that require the Licensor Server; or (ii) Licensee no longer elects to distribute any Licensed Games to End Users using the Licensor Server.

(jjj) “**Minimum Guarantee**” is defined in Section 5(d).

(kkk) “**Net Debt**” means the Total Debt of Licensee (excluding, for the avoidance of doubt, any accrued Consolidated Interest Expense of Licensee) minus the aggregate amount of cash and cash equivalent investments of Licensee.

(lll) “**Net Interest Costs**” means the amount of Consolidated Interest Expense of Licensee minus interest received and amounts received under interest rate hedging contracts by Licensee less capitalized up-front debt issuance costs recorded as interest expense of Licensee.

(mmm) “**Net Sales**” means Gross Sales, less only hosting fees and platform fees actually paid to or retained by Licensee’s Affiliates or Authorized Distributors. The deduction for the platform fees paid to or retained by Licensee’s Affiliates or Authorized Distributors shall not exceed [\*\*\*\*\*] (in the aggregate) of Gross Sales, and the deduction for the hosting fees paid to or retained by Licensee’s Affiliates or Authorized Distributors shall not exceed [\*\*\*\*\*] (in the aggregate) of Gross Sales, each without Licensor’s prior written consent; provided that Licensor shall consent to the deduction for the platform fees paid to or retained by Facebook, Apple App Store, Google Play or Amazon Appstore, even if they exceed [\*\*\*\*\*](in the aggregate) of Gross Sales.

(nnn) “**Party**” is defined in the preamble.

(ooo) “**pdf file**” is defined in Section 31.

(ppp) “**Person**” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Exchange Act.

(qqq) “**PII**” is defined in Section 11(d).

(rrr) “**Port**”, “**Ports**,” and “**Porting**” means either (i) the creation of a Social Online Game version of a Casino Game or (ii) the delivery of game assets, including encrypted math models, for a Casino Game to Licensee so that it may create a Social Online Game version of a Casino Game, in both cases for the purpose of making the Social Online Game version that closely represents the player experience of the underlying Casino Game available on Licensee’s Social Online Game environment.

(sss) "**Porting Fee**" is defined in Section 5(a).

(ttt) "**Premium**" is defined in Section 12(b).

(uuu) "**Purchase Agreement**" is defined in the recitals.

(vvv) "**Real Money Slots Gaming Business**" is defined in Section 4(i).

(www) "**Receiving Party**" is defined in Section 8(b).

(xxx) "**Regulatory Development**" is defined in Section 14(b).

(yyy) "**Release Event**" is defined in Section 3(j)(i).

(zzz) "**Required Notices**" means (i) "[Licensed Game] is a trademark of IGT and is used with permission", (ii) "© [Release Date] IGT. All Rights Reserved. Licensed by IGT." and (iii) such other notices as may be required by Licensor's Third Party licensors, or as may be reasonably deemed necessary or appropriate by Licensor to protect Licensor's rights in the applicable Licensed Game.

(aaaa) "**Roadmap Game**" means any Ported version of a Casino Game from the Casino Game Catalog that Licensee selects and Licensor agrees, in good faith, to Port for distribution as a Social Online Game in its written "roadmap" developed during the quarterly meetings held by the Parties in accordance with Section 3(i)(ii).

(bbbb) "**RTP Percentage**" is defined in Section 3(d).

(cccc) "**Safeguards**" is defined in Section 11(d).

(dddd) "**Security Event**" is defined in Section 11(d).

(eeee) "**Selected Games**" is defined in Section 3(b).

(ffff) "**Seller**" is defined in the recitals

(gggg) "**Sequel**" means a game, including any release, version or upgrade thereto, that continues the theme of, is a corollary to, or develops upon, an earlier theme.

(hhhh) "**Social Gaming Business**" means the interactive non-cash based, free-to-play (non-gambling and non-lottery) casino games business conducted by Prior DDI Group Companies, including marketing activities with respect thereto.

(iii) **“Social Online Game”** means an online, interactive, non-cash based, free to play (non-gambling and non-lottery) version of a Casino Game. The virtual currency used in a Social Online Game may only be used for game play and the purchase of virtual goods incorporated into the Social Online Game. Social Online Games shall not include:

(i) Any game (whether casino, skill, sports or otherwise) that involves gambling or wagering of cash, tangible goods or other consideration or where the virtual currency can be sold, bartered or transferred to a Third Party, or used to acquire any other goods, services or any item of value other than additional use of the game;

(ii) Any video game or application distributed on physical media of any kind, whether in the form of cartridges, DVDs, electronic handheld games (e.g., cartridge, disc based handheld devices that are capable of “swapping” different games that are not built into the handheld device itself), including, but not limited to, plug-n-play games, travel size electronic games and LCD, table top and arcade games; and

(iii) Any print pack software application, including, but not limited to, original equipment manufacturer (OEM) bundles.

For the avoidance of doubt, Social Online Game includes all games and game types distributed by or on behalf of DDI prior to the Effective Date of this Agreement.

(jjjj) **“Source Code”** is defined in Section 3(j)(i).

(kkkk) **“Term”** is defined in Section 14(b).

(llll) **“Tested Licensee Affiliate”** means The8Games Co., Ltd., a joint stock company organized and existing under the laws of the Republic of Korea.

(mmmm) **“Third Party”** means any Person other than a Party or any of its Affiliates.

(nnnn) **“Third Party Licensed Games”** means Licensed Games whose titles and game themes incorporate Third Party brands and themes (e.g., Wheel of Fortune, Ellen, etc.).

(oooo) **“Third Party Material”** means any material, including trademarks, licensed from Third Parties.

(pppp) **“Tier 1,” “Tier 2” and “Tier 3”** are defined in Section 3(e).

(qqqq) **“Total Debt”** means any indebtedness of Licensee for or with respect to (without double counting):

(i) monies borrowed;

(ii) any amount raised by acceptance under any acceptance credit facility;

(iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;

(v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(vi) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;

(vii) any amount of any liability under an advance or deferred purchase contract if (A) one of the primary reasons for entering into such contract is to raise cash or (B) such contract is for the supply of goods or services and payment is due more than one hundred and fifty (150) days after the date of supply;

(viii) any amount raised under any other transaction (including any forward sale or purchase contract) having the commercial effect of a borrowing; and

(ix) the amount of any liability in respect of any guarantee for any of the items referred to in clauses (i) through (viii) above.

**“Unauthorized Use”** is defined in Section 11(d).

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT, IF PUBLICLY DISCLOSED.

**FIRST AMENDMENT TO  
GAME DEVELOPMENT, DISTRIBUTION AND SERVICES AGREEMENT**

This FIRST AMENDMENT TO GAME DEVELOPMENT, DISTRIBUTION AND SERVICES AGREEMENT (this “*First Amendment*”), executed on October 4, 2018, with an effective date of January 1, 2019 (the “*First Amendment Effective Date*”), is entered into by and between IGT, a Nevada corporation (“*Licensor*”), and DoubleU Diamond LLC, a Delaware limited liability company (“*Licensee*”). Each of Licensor and Licensee are sometimes referred to herein as a “*Party*” and, collectively, as the “*Parties*.” All capitalized terms used and not defined in this First Amendment shall have the same meanings ascribed to them in the Agreement (defined below).

WHEREAS, the Parties have previously entered into that certain Game Development, Distribution and Services Agreement, dated May 31, 2017, as supplemented by that certain Letter Agreement re Unencrypted Math, dated June 1, 2017 and that certain Letter Agreement, date October 26, 2017 (collectively, the “*Agreement*”), wherein Licensor granted Licensee an exclusive license to distribute the Licensed Games, and Licensor agreed to provide Managed Services and Porting in support of Licensee’s distribution of the Licensed Games;

WHEREAS, in connection with the Managed Services, Licensor is required to manage Licensor Server, and Licensee is required to contract directly with and pay the Third Party Vendors needed to host and manage the Licensor Server on Licensor’s behalf;

WHEREAS, Licensor is required to provide Porting services to Licensee for the Casino Games, Roadmap Games and Selected Games; and

WHEREAS, the Parties desire to amend the Agreement to: (i) modify the monthly date on which statements of sales of each Licensed Game for that month are due from Licensee to Licensor; (ii) terminate Licensor’s obligation to deliver any Roadmap Games; (iii) terminate Licensor’s obligation to Port any Casino Games or Selected Games except to the extent of delivery games assets, including encrypted math models’ (iv) clarify certain understandings in Section 4 of the Agreement; and (v) modify other provisions of the Agreement in furtherance of the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereby agree as follows:

1. Amendments to Section 4(c).

- a. Section 4(c)(i) of the Agreement is hereby amended by deleting the following clause: “; provided that if Licensor has not delivered to Licensee [\*\*\*\*\*] Roadmap Games in any such one year period and such failure to deliver is not caused by an act or omission of Licensee, then such Exclusive Year shall be extended until the date that the [\*\*\*\*\*] Roadmap Game for such Exclusive Year is delivered to Licensee”. For the avoidance of doubt, prior to the First Amendment Effective Date, Licensor shall continue to be obligated to deliver to Licensee [\*\*\*\*\*] Roadmap Games per each one year period (prorated if a portion of a one year period) up to the First Amendment Effective Date.



b. Section 4(c) is hereby amended to include the following subsection (vii):

(vii) Notwithstanding anything to the contrary in the Agreement, Licensee acknowledges and agrees that it has received and reviewed copies of: [\*\*\*\*\*] collectively, the “[\*\*\*\*]”). Licensee acknowledges and agrees that the exclusive licenses granted by Licensee in Section 4(c) is and has been limited by the terms of the H5G, AGI, and KSG Third Party Agreements.

2. Amendment to Section 5(b). As of the First Amendment Effective Date, Licensee shall no longer be obligated to pay the Managed Service Fees pursuant to Section 5(b) of the Agreement; provided that, all Managed Service Fees owed to Licensor prior to the First Amendment Effective Date shall be paid in full.

3. Amendments to Section 5(c).

a. Section 5(c)(i) of the Agreement is hereby amended in its entirety as follows:

(i) From the Effective Date until the day before the First Amendment Effective Date, [\*\*] on Net Sales of any Licensed Game that is not a Third Party Licensed Game (the “**Initial IGT Game Royalty Rate**”), and commencing on the First Amendment Effective Date, [\*\*] on Net Sales of any Licensed Game that is not a Third Party Licensed Game; and

b. Section 5(c) is hereby amended to include the following subsection (iii):

(iii) Commencing on the First Amendment Effective Date, Licensee shall be entitled to a minimum annual savings in royalty fees of [\*\*\*\*\*] that result from the reduction in the Initial IGT Game Royalty Rate (“**Minimum Threshold Savings**”). Within thirty (30) days after the end of each year beginning on the anniversary of the First Amendment Effective Date, the Parties shall calculate Licensee’s annual royalty fees savings to determine whether the Minimum Threshold Savings was met in the prior year (“**Minimum Threshold Savings Calculation**”). An example of the Minimum Threshold Savings Calculation is attached hereto as **Exhibit A**. If the Minimum Threshold Savings is not met in the

prior year, Licensee shall be paid the difference, if any, between the Minimum Threshold Savings and the actual savings (the “**Annual Minimum Threshold Shortfall**”). Such payment will be made within thirty (30) days after delivery of the Minimum Threshold Savings Calculation (and accompanying invoice) to IGT. In the event of a dispute regarding the Minimum Threshold Savings Calculation or the Annual Minimum Threshold Shortfall, the Parties shall utilize the issue escalation process set forth in the Governance Guide (defined below).

c. Section 5(c) is hereby amended to include the following new subsection (iv):

(iv) For the third and fourth years following the First Amendment Effective Date (i.e., the period beginning on the third anniversary of the First Amendment Effective Date), Licensee will select new Licensed Games of Licensor maintaining at least: (A) [\*\*\*\*\*] of Licensor’s Licensed Games that are not Third Party Games per year, or if fewer, then (B) a mix of at least [\*\*\*\*\*] of Licensor’s Licensed Games that are not Third Party Licensed Games and at most [\*\*\*] of Third Party Licensed Games (“**Mixed Ratio Threshold**”). If the Licensee does not maintain either (A) at least [\*\*\*\*\*] of Licensor’s License Games or (b) the Mixed Ratio Threshold, then Licensor will reimburse Licensee for an Annual Minimum Threshold Shortfall, if any, only to the extent that such Annual Minimum Threshold Shortfall exceeds [\*\*\*\*\*] in total for the third and fourth years following the First Amendment Effective Date. For the avoidance of doubt, notwithstanding the provisions of Section 5(c)(iii), the Minimum Threshold Savings for the third and fourth years following the First Amendment Effective Date in the aggregate shall be [\*\*\*\*\*] even if neither (A) nor (B) above is not met. An example of the Mixed Ratio Threshold calculation is attached hereto as **Exhibit A**.

4. Amendment to Section 5(d). Section 5(d) of the Agreement is hereby amended by adding the following sentence:

“For purposes of determining the Minimum Guarantee for any period following the First Amendment Effective Date, it shall be assumed that the License Fees for Licensed Games that are not Third Party Licensed Games is the [\*\*\*\*\*] rate (as described in the First Amendment) for any comparative period, or portion thereof, that occurred prior to the First Amendment Effective Date.”

5. Amendment to Section 5(e). Section 5(e) of the Agreement is hereby amended by deleting the “thirtieth (30th)” and replacing it with the “tenth (10<sup>th</sup>)”.

6. Amendment to Porting and Roadmap Games Requirement. As of the First Amendment Effective Date, any and all of Licensor’s obligations will terminate with respect to (i) delivering any Roadmap Games, and (ii) Porting any Casino Game or any Selected Game other than the delivery of game assets, including: (a) game art (i.e. sprite sheets), (b) game audio and fonts, (c) encrypted math models and server data, and (d) source code for each Casino Game to Licensee so that it may create a Social Online Game version of a Casino Game for the purpose of

making the Social Online Game version that closely represents the player experience of the underlying Casino Game available on Licensee's Social Online Game environment (collectively, the "**Game Assets for Porting**"). Licensor will deliver to Licensee Game Assets for Porting within three (3) weeks after receipt of written notice from Licensee to Licensor with a request for such Game Assets for Porting. In the event that Licensee requests Licensor to perform Porting services beyond the delivery of game assets for a Casino Game, including but not limited to, the creation of a Social Online Game version of a Casino Game, such work shall be subject to the terms and conditions of a separate Statement of Work, mutually agreed upon by the Parties, in the form attached as **Exhibit B** to this First Amendment. In connection with the amendment to Licensor's Porting and Roadmap Games obligations, the Agreement is hereby modified as of the First Amendment Effective Date as follows:

- a. Sections 3(a) and 3(h) of the Agreement are hereby deleted in their entirety;
- b. The last sentence of Section 3(e)(iv) is hereby deleted;
- c. Section 3(i)(ii) of the Agreement is hereby amended to state as follows:

"(ii) Meetings. During the Core Term, the Parties (including the relationship managers) will meet (in person or telephonically) on a quarterly basis to address key issues, including development of a "roadmap" for distribution of Casino Games as Social Online Games, the selection of and delivery schedule for the Selected Games, technical issues related to Managed Services, the technology licensed pursuant to this Agreement, marketing of Licensed Games, and overall performance of Licensed Games."
- d. Section 3(i)(iii) of the Agreement is hereby amended to state as follows:

"(iii) Governance Guide. The Governance Guide, attached hereto and incorporated herein as **Exhibit C** shall govern the additional processes for managing the relationship between, and facilitating the continued alignment of, the Parties under the Agreement and any amendments thereto."
- e. Section 5(a) of the Agreement is hereby deleted in its entirety;
- f. Section 5(g) of the Agreement is hereby deleted in its entirety; and
- g. Section 4 of Exhibit C of the Agreement is hereby deleted in its entirety.

7. Limited Effect. Except as amended by this First Amendment, no term or condition of the Agreement shall be modified and the same shall remain in full force and effect and are hereby ratified and confirmed by the Parties; provided, however, if any provision of this First Amendment is in conflict with, or inconsistent with, any provision in the Agreement, then the provisions contained in this First Amendment shall govern and control.

8. Successors and Assigns. This First Amendment shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Parties hereto.

9. Severability. If any portion of this First Amendment as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this First Amendment and shall in no way effect the validity or enforceability of the remaining portions of this First Amendment or the Agreement.

10. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

11. Entire Agreement. This First Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

**IGT**

By: /s/ Enrido Drago  
Enrido Drago, SVP Interactive, Sports Betting Licenses

**DOUBLEDIAMOND LLC**

By: /s/ Inkeuk Kim  
Inkeuk Kim, President

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT, IF PUBLICLY DISCLOSED.

### GAME LICENSE AGREEMENT

This GAME LICENSE AGREEMENT (including all exhibits attached hereto, this “*Agreement*”), dated as of March 7, 2018 (the “*Effective Date*”), is entered into by and between DoubleU Games Co., Ltd. (“*Licensor*”), and The8Games Co., Ltd. (“*Licensee*”). Each of Licensor and Licensee are sometimes referred to herein as a “*Party*” and, collectively, as the “*Parties.*”; and

WHEREAS, subject to the terms and conditions of this Agreement, Licensor is willing to grant to Licensee, and Licensee is willing to obtain from Licensor, licenses including a license to develop and distribute the sequels of Licensed Games (“*Sequels*”) for the field of Social Online Game.

NOW, THEREFORE, to stipulate the rights and obligations of the Parties, Licensor and Licensee do hereby agree as follows:

1. DEFINITIONS. Terms used in this Agreement shall have the meanings ascribed to them or referenced in Exhibit A attached hereto.

2. OWNERSHIP.

(a) Licensor has and will continue to retain all right, title and interest in and to the Licensed Games.

(b) Licensee will retain all right, title and interest in and to the Sequels developed by Licensee.

3. COUNCIL.

(i) Managers. The Parties will each designate a manager who will be primarily responsible for such Party’s activities and obligations under this Agreement. Each Party may replace such Party’s relationship manager at any time with notice to the other Party.

(ii) Meetings. During the Term, the Parties (including the managers) will meet (in person or telephonically) to address key issues, including distribution, technical issues, and selection of Licensed Games.

4. LICENSE.

(a) Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive license to (i) service and distribute Licensed Games; (ii) develop, service and distribute each Sequel of Licensed Games.

(b) Sublicense. Subject to the terms and conditions herein, Licensee may sublicense the rights granted under Section 4(a).

(c) Term of License. Unless this Agreement is terminated earlier in accordance with the provisions hereof, the term of the license granted hereunder will commence on the Effective Date and will continue during the Term.

#### 5. COMPENSATION.

(a) License Fee. In consideration of the license granted hereunder, Licensee will pay to Licensor a license fee equal to [\*\*] of the Net Sales of any Licensed Game or Sequel accrued during each calendar month after the date of commercial launch of a Licensed Game or a Sequel, served by Licensee (or the third party who concluded the sublicense agreement with Licensee) (the "License Fee"). The License Fee may be adjusted by written agreement signed by the Parties.

(b) Statements. On or before the fifteenth (15th) day of each calendar month, Licensee will furnish to Licensor a reasonably complete and accurate statement of sales of each Licensed Game and Sequel for the preceding month, on the form requested by the Licensor.

(c) Payment. The License Fee will be due on the thirtieth (30th) day following the end of each calendar month in which the Net Sales pursuant to Section 5(a) is collected by Licensee. The method of payment of the License Fee will be separately agreed by the Parties.

#### 6. LICENSEE'S OBLIGATIONS.

(a) Licensee will use its best efforts to ensure that Licensee or a third party does not infringe Licensor's intellectual property.

(b) Licensee will comply with all laws and regulations applicable to the service, use, promotion, distribution and marketing of the Licensed Game.

(c) Licensee shall exempt Licensor's liability from all kinds of damages, costs or liabilities, including reasonable attorneys' fees arising from a breach of Section 6(a) or Section 6(b), and shall pay Licensor the amount of the damages for the damage compensation.

#### 7. CONFIDENTIALITY.

(a) Each Party acknowledges that, from time to time, it may receive information from or regarding the other Party (each, a "**Disclosing Party**") in the nature of trade secrets or that otherwise is confidential, the release or disclosure of which could be damaging to the other Party or Persons with which it does business ("**Confidential Information**").

(b) Each Party receiving any Confidential Information (each, a "**Receiving Party**") shall use any Confidential Information it receives solely for the purposes set forth in this Agreement, and hold it in strict confidence with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care; provided that a Receiving Party may disclose such Confidential Information to any employee, independent contractor or professional advisor of such Receiving Party that agrees to abide by confidentiality restrictions at least as restrictive as contained in this Section 7; provided, further, that a Receiving Party may disclose such Confidential Information to the extent required by any legal, accounting or regulatory requirements (including the requirements of any securities exchange) or in connection with enforcing its rights under this Agreement.

(c) The confidentiality restrictions in this Section 7 shall not apply to any Confidential Information as to which the Receiving Party can demonstrate that such Confidential Information: (i) is or became public knowledge through no action of such Receiving Party, officers, directors, representatives or agents in violation of this Agreement; (ii) has been provided to such Receiving Party without restriction by an independent third party who has not, directly or indirectly, received such Confidential Information from such Receiving Party; (iii) was properly in the possession of such Receiving Party prior to the time of receipt of such Confidential Information; (iv) is required to be disclosed by law, regulation or court order (provided that such Receiving Party shall notify the Disclosing Party promptly of any request for that Confidential Information, before disclosing it if practicable); or (v) was developed independently by such Receiving Party in the course of work by employees or other agents of such Receiving Party without use of such Confidential Information.

## 8. TERM.

(a) Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect, unless terminated by either Party with thirty (30) days' prior written notice to the other Party or as provided in Section 8(b) or 8(c) (the "**Term**").

### (b) Termination by Licensor.

(i) Licensor will have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Licensee if at any time: (A) Licensee becomes insolvent, (B) a petition in bankruptcy or for reorganization is filed by or against Licensee, or if any insolvency or similar proceedings are instituted by or against Licensee under any state, federal or international law.

(ii) If Licensee breaches any material obligation under this Agreement during the Term, Licensor will have the right to terminate this Agreement upon written notice, which termination will become effective (A) thirty (30) days from notice to Licensee for any failure to pay if Licensee has not cured the violation within such thirty (30) day period; or (B) ninety (90) days from notice of termination for other reason.

(c) Termination by Licensee. If Licensor breaches any material obligation under this Agreement during the Term, Licensee will have the right to terminate this Agreement upon written notice, which termination will become effective ninety (90) days from notice of termination if Licensor has not cured the violation.

### (d) Effect of Termination.

(i) Upon termination of this Agreement all License Fees accrued during the Term on sales made before the effective date of termination will become immediately due and payable by Licensee.



(ii) Sections 1 and 5 through 16 shall survive the termination of this Agreement.

9. EXEMPTION FOR NONPERFORMANCE. Neither Party shall be liable to the other for any default or delay in the performance of any of its obligations under this Agreement (other than nonpayment) if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions, acts of terror, revolutions, riots or civil disorder; accidents or unavoidable casualties; interruptions in third party transportation; supply shortages; laws, treaties, agreements, actions, inactions, rulings, regulations, decisions or requirements or any Governmental Authority; or any other cause, whether similar or dissimilar to those enumerated herein, beyond such Party's reasonable control (herein any such event to be referred to as a "**Force Majeure Event**"); provided that the Party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. In such event, the non-performing Party shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and take all reasonable steps to mitigate the delay caused by the Force Majeure Event.

10. AMENDMENT OR MODIFICATION. This Agreement may be amended or modified only by written agreement signed by the Parties.

11. ENTIRE AGREEMENT. This Agreement and the schedules and exhibits attached hereto embody the entire understanding and agreement between the Parties and supersede any prior understanding and agreement by or between the Parties, written or oral, relating to the subject matter hereof.

12. INJUNCTIVE AND OTHER RELIEF. Each Party acknowledges and agrees on behalf of itself that the rights afforded herein are unique and that any violation of this Agreement may cause irreparable injury to the non-breaching Party for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Party expressly agrees that, in addition to any other remedies which the non-breaching Party may have, the non-breaching Party will be entitled to seek injunctive or other equitable relief for any breach or threatened breach of any term, provision or covenant of this Agreement by the breaching Party.

13. GOVERNING LAW. This Agreement shall construed in accordance with, and all the rights, powers and liabilities of the Parties hereunder shall be governed by the laws of Korea.

14. DISPUTE RESOLUTION. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration in Seoul in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board.

15. SEVERABILITY. If any provision(s) of this Agreement is adjudicated by a court of competent jurisdiction to be unlawful, unenforceable, invalid, and/or unconscionable, that provision(s) will be deemed restated in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

16. SIGNATURES. This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or delivered by electronic mail (a "**pdf file**"), will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

{ seal page follows }

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the Effective Date.

DOUBLEU GAMES CO., LTD.

Representative Director Kim Ga-rham (Sealed)

THE8GAMES CO., LTD.

Joint Representative Director Kim Young-uk (Sealed)

Joint Representative Director Won Yong-joon (Sealed)

**EXHIBIT A**  
**DEFINITIONS**

(a) “**Governmental Authority**” means any federal, state, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

(b) “**Gross Sales**” means all revenue, royalties, fees or other consideration generated by Licensee (or the third party who concluded the sublicense agreement with Licensee) from marketing, advertising, sale, distribution, license, commercial use or exploitation of any License Game or Sequel.

(c) “**Licensed Games**” means any social casino game served through Licensor’s DoubleU Casino and TAKE5 Slots during the term of the Agreement.

(d) “**Net Sales**” means Gross Sales, less only hosting fees and platform fees actually paid.

(e) “**Social Online Game**” means an online, interactive, non-cash based, free to play (non-gambling and non-lottery) version of a Casino Game. Social Online Games shall not include:

any game (whether casino, skill, sports or otherwise) that involves gambling or wagering of cash, tangible goods or other consideration or where the virtual currency can be sold, bartered or transferred to a Third Party, or used to acquire any other goods, services or any item of value other than additional use of the game;

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT, IF PUBLICLY DISCLOSED.

### GAME LICENSE AGREEMENT

This GAME LICENSE AGREEMENT (including all exhibits attached hereto, this “**Agreement**”), dated as of November 30, 2018 (the “**Effective Date**”), is entered into by and between DoubleU Diamond LLC, a limited liability company organized and existing under the laws of the State of Delaware (“**Licensor**”), and DoubleU Games Co., Ltd., a corporation organized and existing under the laws of the Republic of Korea (“**Licensee**”). Each of Licensor and Licensee are sometimes referred to herein as a “**Party**” and, collectively, as the “**Parties**.”

WHEREAS, subject to the terms and conditions of this Agreement, Licensor is willing to grant to Licensee, and Licensee is willing to obtain from Licensor, a license to develop and distribute the Licensed Game (“**Licensed Game**”) in the field of Social Casino Game;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the Parties do hereby agree as follows:

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meanings ascribed to them or referenced in Exhibit A attached hereto.

#### 2. LICENSE.

(a) Grant of License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee exclusive license to develop and distribute Licensed Games. There shall be one Licensed Game distributed at any one point during the term of the license.

(b) Term of License. Unless this Agreement is terminated earlier in accordance with the provisions hereof, the term of the license granted hereunder will commence on the Effective Date and will terminate on the earlier of the following day : (i) one year from the date the Licensee commences commercial launch of a Licensed Game; (ii) August 31, 2019 (iii) if the monthly payment for the “Ellen’s Road to Riches Slot” application, which is distributed through DoubleDown Interactive LLC, is reduced to less than [\*\*\*\*], then on the tenth (10th) day following the last day of that month. At the end of the license term, however, Licensor and Licensee will discuss how to utilize Licensed Games and related deliverables, such as extending the term of the license. At that time, Licensor and Licensee will make every effort to establish measures to maximize the value of the license and Licensed Games.

#### 3. COMPENSATION.

(a) License Fee. In consideration of the license granted hereunder, Licensee will pay to Licensor a license fee equal to [\*\*\*\*\*] of the Net Sales of the Licensed Game accrued during each calendar month after the date of commercial launch of a Licensed Game (the “License Fee”).

(b) Joint right for using the Licensed Game. Licensee shall ensure that Licensor distributes Licensed Games developed or distributed pursuant to 2(a) during the term of the license, if requested by Licensor.

(c) Statements. On or before the fifteenth (15th) day following the end of each calendar month after the date of commercial launch of a Licensed Game, Licensee will furnish to Licensor a reasonably complete and accurate statement of sales of each Licensed Game for the preceding month, on Licensor's then-current royalty reporting form.

(d) Payment. The License Fee will be due on the thirtieth (30th) day following the end of each calendar month in which the Net Sales pursuant to 3(a) is collected by Licensee. The method of payment of the License Fee will be separately agreed by the Parties.

#### 4. CONFIDENTIALITY.

(a) Each Party acknowledges that, from time to time, it may receive information from or regarding the other Party (each, a "**Disclosing Party**") in the nature of trade secrets or that otherwise is confidential, the release or disclosure of which could be damaging to the other Party or Persons with which it does business ("**Confidential Information**").

(b) Each Party receiving any Confidential Information (each, a "**Receiving Party**") shall use any Confidential Information it receives solely for the purposes set forth in this Agreement, and hold it in strict confidence with the same degree of care as it uses to avoid unauthorized use, disclosure, publication or dissemination of its own confidential information of a similar nature, but in no event less than a reasonable degree of care; provided that a Receiving Party may disclose such Confidential Information to any employee, independent contractor or professional advisor of such Receiving Party that agrees to abide by confidentiality restrictions at least as restrictive as contained in this Section 4; provided, further, that a Receiving Party may disclose such Confidential Information to the extent required by any legal, accounting or regulatory requirements (including the requirements of any securities exchange) or in connection with enforcing its rights under this Agreement.

(c) The confidentiality restrictions in this Section 4 shall not apply to any Confidential Information as to which the Receiving Party can demonstrate that such Confidential Information: (i) is or became public knowledge through no action of such Receiving Party, officers, directors, representatives or agents in violation of this Agreement; (ii) has been provided to such Receiving Party without restriction by an independent Third Party who has not, directly or indirectly, received such Confidential Information from such Receiving Party; (iii) was properly in the possession of such Receiving Party prior to the time of receipt of such Confidential Information; (iv) is required to be disclosed by law, regulation or court order (provided that such Receiving Party shall notify the Disclosing Party promptly of any request for that Confidential Information, before disclosing it if practicable); or (v) was developed independently by such Receiving Party in the course of work by employees or other agents of such Receiving Party without use of such Confidential Information.

#### 5. TERM.

(a) Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect, unless terminated by either Party with thirty (30) days' written notice to the other Party or as provided in Section 5(b) or 5(c) (the "**Term**").

(b) Termination by Licensor.

(i) Licensor will have the right, in its sole discretion, to terminate this Agreement immediately upon written notice to Licensee if at any time: (A) Licensee becomes insolvent, (B) a petition in bankruptcy or for reorganization is filed by or against Licensee, or if any insolvency or similar proceedings are instituted by or against Licensee under any state, federal or international law.

(ii) If Licensee breaches any material obligation under this Agreement during the Term, Licensor will have the right to terminate this Agreement upon written notice, which termination will become effective (A) thirty (30) days from notice to Licensee for any failure to pay if Licensee has not cured the violation within such thirty (30) day period; or (B) ninety (90) days from notice of termination for any other reason.

(c) Termination by Licensee. If Licensor breaches any material obligation under this Agreement during the Term, Licensee will have the right to terminate this Agreement upon written notice, which termination will become effective ninety (90) days from notice of termination if Licensor has not cured the violation.

(d) Effect of Termination.

(i) Upon termination of this Agreement all License Fees accrued during the Term on sales made before the effective date of termination will become immediately due and payable by Licensee.

(ii) Sections 1 and 3 through 13 shall survive the termination of this Agreement.

6. EXCUSE FOR NONPERFORMANCE. Neither Party shall be liable to the other for any default or delay in the performance of any of its obligations under this Agreement (other than nonpayment) if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions, acts of terror, revolutions, riots or civil disorder; accidents or unavoidable casualties; interruptions in Third Party transportation; supply shortages; laws, treaties, agreements, actions, inactions, rulings, regulations, decisions or requirements or any Governmental Authority; or any other cause, whether similar or dissimilar to those enumerated herein, beyond such Party's reasonable control (herein any such event to be referred to as a "**Force Majeure Event**"); provided that the Party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. In such event, the non-performing Party shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and take all reasonable steps to mitigate the delay caused by the Force Majeure Event.

7. AMENDMENT OR MODIFICATION. This Agreement may be amended or modified only by written agreement signed by the Parties.

8. ENTIRE AGREEMENT. This Agreement and the schedules and exhibits attached hereto embody the entire understanding and agreement between the Parties and supersede any prior understanding and agreement by or between the Parties, written or oral, relating to the subject matter hereof.

9. **INJUNCTIVE AND OTHER RELIEF.** Each Party acknowledges and agrees on behalf of itself that the rights afforded herein are unique and that any violation of this Agreement may cause irreparable injury to the non-breaching Party for which monetary damages are inadequate, difficult to compute, or both. Accordingly, each Party expressly agrees that, in addition to any other remedies which the non-breaching Party may have, the non-breaching Party will be entitled to seek injunctive or other equitable relief for any breach or threatened breach of any term, provision or covenant of this Agreement by the breaching Party.

10. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with, and all the rights, powers and liabilities of the Parties hereunder shall be governed by the laws of Korea.

11. **DISPUTE RESOLUTION.** Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration in Seoul in accordance with the Arbitration Rules of the Korean Commercial Arbitration Board.

12. **SEVERABILITY.** If any provision(s) of this Agreement is adjudicated by a court of competent jurisdiction to be unlawful, unenforceable, invalid, and/or unconscionable, that provision(s) will be deemed restated in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

13. **SIGNATURES.** This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or delivered by electronic mail (a "**pdf file**"), will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**{signature page follows}**

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the Effective Date.

DoubleU Diamond LLC

By: /s/ Inkeuk Kim

Name: Inkeuk Kim

Title: President

DoubleU Games Co., Ltd.

By: (sealed)

Name: Garham Kim

Title: CEO



**EXHIBIT A**  
**DEFINITIONS**

(a) “**Gross Sales**” means all revenue, royalties, fees or other consideration generated by Licensee from marketing, advertising, sale, distribution, license, commercial use or exploitation of any and all Licensed Games.

(b) “**Licensed Games**” means the Social Casino Games utilizes brands and themes of Ellen DeGeneres licensed by Licensor.

(c) “**Net Sales**” means Gross Sales, less only hosting fees and platform fees actually paid.

(d) “**Social Casino Game**” means an online, interactive, non-cash based, free to play (non-gambling and non-lottery) version of a Casino Game. Social Online Games shall not include:

any game (whether casino, skill, sports or otherwise) that involves gambling or wagering of cash, tangible goods or other consideration or where the virtual currency can be sold, bartered or transferred to a Third Party, or used to acquire any other goods, services or any item of value other than additional use of the game;

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT, IF PUBLICLY DISCLOSED.

**First Amendment to Game License Agreement**

DoubleU Games Co., Ltd. (“Licensor”) and The8Games Co., Ltd. (“Licensee”) enter into an amendment agreement as follows regarding the ‘Game License Agreement’ (“Existing Agreement”) which was concluded on March 7, 2018.

“Licensor” and “Licensee” shall, under mutual agreement, make the following change to the ‘Article 5 (a)License Fee’ of the “Existing Agreement.”

<u>Article</u>	<u>Before the change</u>	<u>After the change</u>
5.COMPENSATION.  (a)License Fee.	(a) <u>Licensee Fee</u> . In consideration of the license granted hereunder, Licensee will pay to Licensor a license fee equal to [*****] of the Net Sales of any Licensed Game or Sequel accrued during each calendar month after the date of commercial launch of a Licensed Game or a Sequel, serviced by Licensee (or the third party who concluded the sublicense agreement with Licensee) (the “License Fee”). The License Fee may be adjusted by written agreement signed by the Parties.	(a) <u>Licensee Fee</u> . In consideration of the license granted hereunder, Licensee will pay to Licensor a license fee equal to [*****] of the Net Sales of any Licensed Game or Sequel accrued during each calendar month after the date of commercial launch of a Licensed Game or a Sequel, serviced by Licensee (or the third party who concluded the sublicense agreement with Licensee) (the “License Fee”). The License Fee may be adjusted by written agreement signed by the Parties.

The contents of this amendment agreement shall apply from the date of conclusion of this amendment agreement, and the contents of this amendment agreement other than the change shall be in accordance with the Existing Agreement.

{Signature Page follows}

---

To prove this, the “Licensor” and the “Licensee” shall prepare, sign-seal two copies of this Agreement, and keep one copy each.

1 July 2019

“Licensor”  
DoubleU Games Co., Ltd.

Representative Director, Kim Ga-rham  
(sealed)

“Licensee”  
The8Games Co., Ltd

Representative Director, Kim Young-uk  
(sealed)

Second Amendment to Game License Agreement

DoubleU Games Co., Ltd. (“Licensor”) and The8Games Co., Ltd. (“Licensee”) enter into an amendment agreement as follows regarding the ‘Game License Agreement’ (“Existing Agreement”) which was concluded on March 7, 2018 and changed by the ‘First Amendment to Game License Agreement’ on July 1, 2019.

“Licensor” and “Licensee” shall, under mutual agreement, make the following change to the ‘Article 8 (a)Term’ of the “Existing Agreement.”

<u>Article</u>	<u>Before the change</u>	<u>After the change</u>
8. <u>TERM.</u> (a) <u>Term</u>	(a) <u>Term</u> . This Agreement shall become effective on the Effective Date and shall continue in full force and effect, unless terminated by either Party with thirty (30) days’ prior written notice to the other Party or as provided in Section 8(b) or 8(c) (the “ <b>Term</b> ”).	(a) <u>Term</u> . (i) The term of this Agreement shall be five years from its effective date. However, unless otherwise agreed by Licensor or Licensee no later than 30 days prior to the expiration of this Agreement, this Agreement shall be automatically renewed annually under the same conditions.  (ii) During the term of this Agreement, if (A) the situation in which Licensor, directly or indirectly, holds a valid or lawful possession of Licensee’s shares, terminates; or (B) the situation in which Licensee directly or indirectly, holds a valid or lawful possession of shares of DoubleDown Interactive, LLC, established in Washington, USA, Licensor and Licensee will mutually renegotiate the term of this Agreement.

The contents of this amendment agreement shall apply from the date of conclusion of this amendment agreement, and the contents of this amendment agreement other than the change shall be in accordance with the Existing Agreement.

{Signature Page follows}

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To prove this, the “Licensor” and the “Licensee” shall prepare, sign-seal two copies of this Agreement, and keep one copy each.

27 November 2019

“Licensor”  
DoubleU Games Co., Ltd.

Representative Director, Kim Ga-rham  
(sealed)

“Licensee”  
The8Games Co., Ltd

Representative Director, Kim Young-uk  
(sealed)

## Loan Agreement

The creditor DoubleU Games Co., Ltd. (hereinafter referred to as "A") and the debtor The8Games Co., Ltd. (hereinafter referred to as 'B') enter into a loan agreement as follows.

'A' is willing to lend 'B' an amount of KRW 35 billion and this agreement will be concluded to secure the performance of the debt.

### [Preamble]

#### **Article 1 (Purpose of Agreement)**

1. This Agreement is intended to determine all the details of loan agreement between 'A' and 'B'.
2. 'A' and 'B' both recognize and agree that the loans in this Agreement will be used to repay borrowings from financial institutions for shareholder loans and equity investments in DoubleU Diamond LLC for the purpose of acquiring the US corporation, Double Down Interactive LLC.

#### **Article 2 (Terms of Transaction)**

'A' lends KRW 35,000,000,000 (KRW 35 billion) to 'B' and 'B' borrows it.

#### **Article 3 (Interest)**

1. Interest on the loan shall be 4.6 percent per annum.
2. 'B' pays interest under paragraph 1 to 'A' on every February 25th, May 25th, August 25th and November 25th (hereinafter referred to as 'interest payment date'). Provided, however, interest on the final interest period shall be paid on the repayment date, not 25th. If the interest payment date is not a business day, the payment shall be made on the next business day but shall not include interest for the period after the interest payment date.
3. The interest rate on the loan can be changed by agreement of A and B.

#### **Article 4 (Repayment)**

1. The repayment date of this loan shall be May 27th, 2024.
2. The loan and interest under Article 3 shall be repaid by the method of remittance to the bank designated by 'A'.
3. 'B' may make an early repayment of all or part of the loan before the repayment date, if all of the following conditions are met, and no early repayment fee will be charged.
  1. Repayment of all B's senior acquisition financing loans;
  2. Conversion to common stock or repayment of entire convertible bonds and bonds with warrants of "B".
4. 'A' may ask 'B' for early repayment of all or part of the loan if all the conditions of subparagraph 3 are met.

#### **Article 5 (Overdue Interest)**

If 'B' fails to repay the amount which is due (including when the due has arrived as a result of an occurrence of an event of default) under this Agreement, 'B' shall pay the overdue interest calculated by adding five percent per annum (5.0%) to the interest rate under Article 3 in accordance with this Agreement for the overdue period, which shall be from the date of payment obligation to the actual repayment date.

#### **Article 6 (Events of Default)**

1. If any event described in the following subparagraphs occurs with respect to 'B', 'B' immediately loses the benefit of time and shall pay the entire principle and interest to 'A', even if 'A' does not make any notice requiring performance of debt or notice of demand.
  1. 'B' has delayed payment of interest pursuant to Article 3 for more than 3 months;
  2. If an application for commencement of compulsory execution procedure is made, or a preservative measure (provisional attachment, injunction etc.) is taken, or any equivalent action is taken, with respect to the property of 'B';
  3. In the event of insolvency, suspension of payments, default, etc. of 'B', or any event occurs which would be a ground for dissolution or liquidation of 'B';
  4. Any action of 'B' that undermines trust with 'A', such as transferring the company without notice;
  5. 'B' is unable to carry out its business in the reasonable judgment of 'A'.
2. If any event described in the following subparagraphs occurs with respect to 'B', 'A' may make a demand for correction by specifying the reason and offering at least 7 days to cure. Nevertheless, if the correction is not made, an event of default would occur and the entire principle and interest shall be repaid to 'A' as described in paragraph 1 above.
  1. 'B' fails to fulfill its obligations under this Agreement;
  2. 'B' becomes aware of a sharp deterioration in its finances and fails to respond to the request for clarification, or when the clarification is unclear;
  3. 'B' becomes aware that it deliberately concealed its property or otherwise acted unfaithfully, and fails to respond to the request for clarification, or when the clarification is unclear.

#### **Article 7 (Order of Repayment)**

The amount paid by 'B' under this Agreement shall be appropriated first for the relevant expenses, followed by payment of interest and finally payment of principal.

#### **Article 8 (Jurisdiction by Agreement)**

Any dispute arising out of this Agreement shall be brought in the court of jurisdiction of 'A's address, for the first trial.

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**Article 9 (Reciprocal Cooperation)**

1. Both parties will comply with each Article in this Agreement.
2. Matters not provided in this Agreement shall be governed by relevant statutes and commercial customs.

**Article 10 (Modification of Agreement)**

1. Modification to this Agreement may only be made by the written consent of each party.
2. A written document setting forth the modification as agreed upon in accordance with paragraph 1 shall be attached to the end of this Agreement.

**Article 11 (Settlement of Disputes)**

1. Disputes arising out of this Agreement shall be resolved by the consultation between A and B.
2. If an agreement under paragraph 1 is not reached, the matter shall be brought in the court specified in Article 9.

As the parties have agreed as above, make two copies and keep one copy after each party seals.

2018. 5. 25.



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The Creditor ('A')

DoubleU Games Co., Ltd. (Corporation registration number: 110111-4855924)  
Address: 16th floor, Gangnam Finance Center, 152 Teheran-ro, Gangnam-gu, Seoul  
Representative Director: Kim Ga-Rham (sealed)

The Debtor ('B')

The8Games Co., Ltd. (Corporation registration number: 131111-0200623)  
Address: 13th floor, POSCO P&S Tower, 134 Teheran-ro, Gangnam-gu, Seoul  
Joint Representative Director: Kim Young-Uk (sealed)  
Joint Representative Director: Won Yong-Joon (sealed)

## Loan Agreement

The creditor DoubleU Games Co., Ltd. (hereinafter referred to as "A") and the debtor The8Games Co., Ltd. (hereinafter referred to as 'B') enter into a loan agreement as follows.

'A' is willing to lend 'B' an amount of KRW 35 billion and this agreement will be concluded to secure the performance of the debt.

### [Preamble]

#### **Article 1 (Purpose of Agreement)**

1. This Agreement is intended to determine all the details of loan agreement between 'A' and 'B'.
2. 'A' and 'B' both recognize and agree that the loans in this Agreement will be used to repay borrowings from financial institutions for shareholder loans and equity investments in DoubleU Diamond LLC for the purpose of acquiring the US corporation, Double Down Interactive LLC.

#### **Article 2 (Terms of Transaction)**

'A' lends KRW 35,000,000,000 (KRW 35 billion) to 'B' and 'B' borrows it.

#### **Article 3 (Interest)**

1. Interest on the loan shall be 4.6 percent per annum.
2. 'B' shall reserve the interest payment pursuant to paragraph 1 within the period of the senior credit claim.
3. The interest rate on the loan can be changed by agreement of A and B.

#### **Article 4 (Repayment)**

1. The repayment date of this loan shall be May 27th, 2024.
2. The loan and interest under Article 3 shall be repaid by the method of remittance to the bank designated by 'A'.
3. 'B' may make an early repayment of all or part of the loan before the repayment date, if all of the following conditions are met, and no early repayment fee will be charged.
  1. Repayment of all B's senior acquisition financing loans;
  2. Conversion to common stock or repayment of entire convertible bonds and bonds with warrants of "B".
4. 'A' may ask 'B' for early repayment of all or part of the loan if all the conditions of subparagraph 3 are met.

#### **Article 5 (Overdue Interest)**

If 'B' fails to repay the amount which is due (including when the due has arrived as a result of an occurrence of an event of default) under this Agreement, 'B' shall pay the overdue interest calculated by adding five percent per annum (5.0%) to the interest rate under Article 3 in accordance with this Agreement for the overdue period, which shall be from the date of payment obligation to the actual repayment date.

#### **Article 6 (Events of Default)**

1. If any event described in the following subparagraphs occurs with respect to 'B', 'B' immediately loses the benefit of time and shall pay the entire principle and interest to 'A', even if 'A' does not make any notice requiring performance of debt or notice of demand.
  1. 'B' has delayed payment of interest pursuant to Article 3 for more than 3 months;
  2. If an application for commencement of compulsory execution procedure is made, or a preservative measure (provisional attachment, injunction etc.) is taken, or any equivalent action is taken, with respect to the property of 'B';
  3. In the event of insolvency, suspension of payments, default, etc. of 'B', or any event occurs which would be a ground for dissolution or liquidation of 'B';
  4. Any action of 'B' that undermines trust with 'A', such as transferring the company without notice;
  5. 'B' is unable to carry out its business in the reasonable judgment of 'A'.
2. If any event described in the following subparagraphs occurs with respect to 'B', 'A' may make a demand for correction by specifying the reason and offering at least 7 days to cure. Nevertheless, if the correction is not made, an event of default would occur and the entire principle and interest shall be repaid to 'A' as described in paragraph 1 above.
  1. 'B' fails to fulfill its obligations under this Agreement;
  2. 'B' becomes aware of a sharp deterioration in its finances and fails to respond to the request for clarification, or when the clarification is unclear;
  3. 'B' becomes aware that it deliberately concealed its property or otherwise acted unfaithfully, and fails to respond to the request for clarification, or when the clarification is unclear.

#### **Article 7 (Order of Repayment)**

The amount paid by 'B' under this Agreement shall be appropriated first for the relevant expenses, followed by payment of interest and finally payment of principal.

#### **Article 8 (Jurisdiction by Agreement)**

Any dispute arising out of this Agreement shall be brought in the court of jurisdiction of 'A's address, for the first trial.

#### **Article 9 (Reciprocal Cooperation)**

1. Both parties will comply with each Article in this Agreement.

2. Matters not provided in this Agreement shall be governed by relevant statutes and commercial customs.

**Article 10 (Modification of Agreement)**

1. Modification to this Agreement may only be made by the written consent of each party.
2. A written document setting forth the modification as agreed upon in accordance with paragraph 1 shall be attached to the end of this Agreement.

**Article 11 (Settlement of Disputes)**

1. Disputes arising out of this Agreement shall be resolved by the consultation between A and B.
2. If an agreement under paragraph 1 is not reached, the matter shall be brought in Seoul Central District Court.

As the parties have agreed as above, make two copies and keep one copy after each party seals.

2018. 8. 27.

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The Creditor ('A')

DoubleU Games Co., Ltd. (Corporation registration number: 110111-4855924)  
Address: 16th floor, Gangnam Finance Center, 152 Teheran-ro, Gangnam-gu, Seoul  
Representative Director: Kim Ga-Rham (sealed)

The Debtor ('B')

The8Games Co., Ltd. (Corporation registration number: 131111-0200623)  
Address: 13th floor, POSCO P&S Tower, 134 Teheran-ro, Gangnam-gu, Seoul  
Joint Representative Director: Kim Young-Uk (sealed)  
Joint Representative Director: Won Yong-Joon (sealed)

## Loan Agreement

The creditor DoubleU Games Co., Ltd. (hereinafter referred to as "A") and the debtor The8Games Co., Ltd. (hereinafter referred to as 'B') enter into a loan agreement as follows.

'A' is willing to lend 'B' an amount of KRW 10 billion and this agreement will be concluded to secure the performance of the debt.

### [Preamble]

#### **Article 1 (Purpose of Agreement)**

1. This Agreement is intended to determine all the details of loan agreement between 'A' and 'B'.
2. 'A' and 'B' both recognize and agree that the loans in this Agreement will be used to repay borrowings from financial institutions for shareholder loans and equity investments in DoubleU Diamond LLC for the purpose of acquiring the US corporation, Double Down Interactive LLC.

#### **Article 2 (Terms of Transaction)**

'A' lends KRW 10,000,000,000 (KRW 10 billion) to 'B' and 'B' borrows it.

#### **Article 3 (Interest)**

1. Interest on the loan shall be 4.6 percent per annum.
2. 'B' shall reserve the interest payment pursuant to paragraph 1 within the period of the senior credit claim.
3. The interest rate on the loan can be changed by agreement of A and B.

#### **Article 4 (Repayment)**

1. The repayment date of this loan shall be May 27th, 2024.
2. The loan and interest under Article 3 shall be repaid by the method of remittance to the bank designated by 'A'.
3. 'B' may make an early repayment of all or part of the loan before the repayment date, if all of the following conditions are met, and no early repayment fee will be charged.
  1. Repayment of all B's senior acquisition financing loans;
  2. Conversion to common stock or repayment of entire convertible bonds and bonds with warrants of "B".
4. 'A' may ask 'B' for early repayment of all or part of the loan if all the conditions of subparagraph 3 are met.

#### **Article 5 (Overdue Interest)**

If 'B' fails to repay the amount which is due (including when the due has arrived as a result of an occurrence of an event of default) under this Agreement, 'B' shall pay the overdue interest calculated by adding five percent per annum (5.0%) to the interest rate under Article 3 in accordance with this Agreement for the overdue period, which shall be from the date of payment obligation to the actual repayment date.

#### **Article 6 (Events of Default)**

1. If any event described in the following subparagraphs occurs with respect to 'B', 'B' immediately loses the benefit of time and shall pay the entire principle and interest to 'A', even if 'A' does not make any notice requiring performance of debt or notice of demand.
  1. 'B' has delayed payment of interest pursuant to Article 3 for more than 3 months;
  2. If an application for commencement of compulsory execution procedure is made, or a preservative measure (provisional attachment, injunction etc.) is taken, or any equivalent action is taken, with respect to the property of 'B';
  3. In the event of insolvency, suspension of payments, default, etc. of 'B', or any event occurs which would be a ground for dissolution or liquidation of 'B';
  4. Any action of 'B' that undermines trust with 'A', such as transferring the company without notice;
  5. 'B' is unable to carry out its business in the reasonable judgment of 'A'.
2. If any event described in the following subparagraphs occurs with respect to 'B', 'A' may make a demand for correction by specifying the reason and offering at least 7 days to cure. Nevertheless, if the correction is not made, an event of default would occur and the entire principle and interest shall be repaid to 'A' as described in paragraph 1 above.
  1. 'B' fails to fulfill its obligations under this Agreement;
  2. 'B' becomes aware of a sharp deterioration in its finances and fails to respond to the request for clarification, or when the clarification is unclear;
  3. 'B' becomes aware that it deliberately concealed its property or otherwise acted unfaithfully, and fails to respond to the request for clarification, or when the clarification is unclear.

#### **Article 7 ( Order of Repayment)**

The amount paid by 'B' under this Agreement shall be appropriated first for the relevant expenses, followed by payment of interest and finally payment of principal.

#### **Article 8 (Jurisdiction by Agreement)**

Any dispute arising out of this Agreement shall be brought in the court of jurisdiction of 'A's address, for the first trial.

---

**Article 9 (Reciprocal Cooperation)**

1. Both parties will comply with each Article in this Agreement.
2. Matters not provided in this Agreement shall be governed by relevant statues and commercial customs.

**Article 10 (Modification of Agreement)**

1. Modification to this Agreement may only be made by the written consent of each party.
2. A written document setting forth the modification as agreed upon in accordance with paragraph 1 shall be attached to the end of this Agreement.

**Article 11 (Settlement of Disputes)**

1. Disputes arising out of this Agreement shall be resolved by the consultation between A and B.
2. If an agreement under paragraph 1 is not reached, the matter shall be brought in Seoul Central District Court.

As the parties have agreed as above, make two copies and keep one copy after each party seals.

2018. 11. 26.



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The Creditor ('A')

DoubleU Games Co., Ltd. (Corporation registration number: 110111-4855924)  
Address: 16th floor, Gangnam Finance Center, 152 Teheran-ro, Gangnam-gu, Seoul  
Representative Director: Kim Ga-Rham (sealed)

The Debtor ('B')

The8Games Co., Ltd. (Corporation registration number: 131111-0200623)  
Address: 13th floor, POSCO P&S Tower, 134 Teheran-ro, Gangnam-gu, Seoul  
Joint Representative Director: Kim Young-Uk (sealed)  
Joint Representative Director: Won Yong-Joon (sealed)

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT, IF PUBLICLY DISCLOSED.

**SECOND AMENDMENT TO  
GAME DEVELOPMENT, DISTRIBUTION AND SERVICES AGREEMENT**

This SECOND AMENDMENT TO GAME DEVELOPMENT, DISTRIBUTION AND SERVICES AGREEMENT (this “**Second Amendment**”), executed on May 30, 2020 and being effective as of May 31, 2017 (the “**Amendment Effective Date**”), is entered into by and between IGT, a Nevada corporation (“**IGT**”), and DoubleU Diamond LLC, a Delaware limited liability company (“**Licensee**”). Each of Licensor and Licensee are sometimes referred to herein as a “**Party**” and, collectively, as the “**Parties**.” All capitalized terms used and not defined in this Second Amendment shall have the same meanings ascribed to them in the Agreement (defined below).

**WHEREAS**, the Parties have previously entered into that certain Game Development, Distribution and Services Agreement, dated May 31, 2017, and subsequently amended, (collectively, the “**Agreement**”), wherein Licensor granted Licensee an exclusive license to distribute the Licensed Games;

**WHEREAS**, the Parties desire to amend the Agreement to clarify the Acquired Games set forth in Exhibit H of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the Parties hereby agree as follows:

1. Amendment to Exhibit H. Exhibit H of the Agreement is hereby amended by deleting the following Game Names (hereinafter “**Removed Games**”):

- A. [\*\*\*\*\*]
- B. [\*\*\*\*\*]
- C. [\*\*\*\*\*]
- D. [\*\*\*\*\*]
- E. [\*\*\*\*\*]
- F. [\*\*\*\*\*]
- G. [\*\*\*\*\*]
- H. [\*\*\*\*\*]
- I. [\*\*\*\*\*]
- J. [\*\*\*\*\*]
- K. [\*\*\*\*\*]
- L. [\*\*\*\*\*]
- M. [\*\*\*\*\*]
- N. [\*\*\*\*\*]
- O. [\*\*\*\*\*]
- P. [\*\*\*\*\*]
- Q. [\*\*\*\*\*]
- R. [\*\*\*\*\*]
- S. [\*\*\*\*\*]

- T. [\*\*\*\*\*]
- U. [\*\*\*\*\*]
- V. [\*\*\*\*\*]
- W. [\*\*\*\*\*]
- X. [\*\*\*\*\*]
- Y. [\*\*\*\*\*]
- Z. [\*\*\*\*\*]
- AA. [\*\*\*\*\*]
- BB. [\*\*\*\*\*]

2. IGT Trademark. Within [\*\*] days of the Amendment Effective Date, Licensee shall (i) ensure the Removed Games are not in any way attributed to IGT, including any advertising or other marketing collateral; and (ii) remove all instantiations of IGT's trademark from each Removed Game.

3. Preexisting Game. Licensee acknowledges and agrees that IGT had distributed a game entitled [\*\*\*\*\*] in the internet real-money wagering channel prior to [\*\*\*\*\*]. All versions of such game may remain in the internet real-money wagering channel as-is without payment of any past or future fees or royalties. IGT shall not create any new or derivative game using the name [\*\*\*\*\*] without express written approval from Licensee.

4. Limited Effect. Except as amended by this Second Amendment, no term or condition of the Agreement shall be modified and the same shall remain in full force and effect and are hereby ratified and confirmed by the Parties; provided, however, if any provision of this Second Amendment is in conflict with, or inconsistent with, any provision in the Agreement, then the provisions contained in this Second Amendment shall govern and control.

5. Successors and Assigns. This Second Amendment shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the Parties hereto.

6. Severability. If any portion of this Second Amendment as applied to either Party or to any circumstances shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Second Amendment and shall in no way effect the validity or enforceability of the remaining portions of this Second Amendment or the Agreement.

7. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted by facsimile or electronically shall be binding as if they were original signatures.

8. Entire Agreement. This Second Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

**IGT**

By: /s/ Renato Ascoli  
Renato Ascoli, President

**DOUBLEUDIAMOND LLC**

By: /s/ Inkeuk Kim  
Inkeuk Kim, President

List of Subsidiaries of the Registrant

<u>Legal Name of the Subsidiary</u>	<u>Jurisdiction</u>
DoubleUDiamond, LLC	Delaware
DoubleDown Interactive, LLC	Washington
Double8 Games Co., Ltd.	Republic of Korea

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated March 29, 2021, in the Registration Statement (Form F-1) and related Prospectus of DoubleDown Interactive Co., Ltd. for the registration of 363,170 shares of its common stock.

/s/ Ernst & Young LLP

Seattle, Washington

July 20, 2021

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT, IF PUBLICLY DISCLOSED.

### Joint Investment Agreement

This Joint Investment Agreement (hereinafter "**this Agreement**") was made and executed on 11<sup>th</sup> day of April 2017, by and between the following parties.

- (1) DOUBLEU GAMES CO., LTD. (hereinafter "**DoubleU Games**"), has been established·maintained under the laws of Republic of Korea and has headquarter located on the 16<sup>th</sup> floor of Gangnam Finance Center in Teheran-ro, Gangnam-gu, Seoul; and
- (2) STIC SPECIAL SITUATION PRIVATE EQUITY FUND (hereinafter "STIC" has been established· maintained under the laws of Republic of Korea and has headquarter located on 12 (Daechi-dong) Teheran-ro 78-gil, Gangnam-gu, Seoul (the above two parties hereinafter together as "**parties**" and individually as "**party**").

### Preamble

- (A) The parties have been established· maintained and plan on establishing a subsidiary (hereinafter "**SPC**") of a domestic parent company in the United States through investment in THE8GAMES CO., LTD. (hereinafter "**domestic parent company**") which is established and maintained under the laws of Republic of Korea and is located on the 13<sup>th</sup> floor, Taehaeran-ro 134, Gangnam-gu, Seoul, to process the acquisition transaction (hereinafter the "transaction") of DoubleDown Interactive LLC (hereinafter the "target company").
- (B) In relation to the above, the parties intend to specify the basic elements regarding matters and specifics concerning investment on the domestic parent company, the establishment of the SPC, ownership includes shares etc., and operation of the domestic parent company and the SPC.

The parties hereto agree, subject to mutual agreement and favorable consideration as follows.

### Article 1 Purpose of this Agreement and the Investment Equities of the Parties

- 1.1 Purpose of this Agreement. The parties intend to enter into this Agreement to (1) establish basic agreements among the parties for the transaction and (2) regulate the legal relations of the parties involved in the operation of the domestic parent company and the SPC, share ownership of the SPC and the domestic parent company which will be the entity of the acquisition of the target company in the transaction.

1.2 Transaction. Outlines of the transaction on this agreement the parties intend to proceed with are as follows.

- (a) Target company: DoubleDown Interactive LLC (100% Shares)
- (b) Total acquisition amounts: USD 825,625,000. (Expenses that exceed due to the exchange rate etc. shall be covered in the form of shareholder loans by DoubleU Games. In such case, the ranking of the shareholder loan (hereinafter referred to as the “subordinated debt”) shall be subordinate to the STIC’s CB and BW (hereinafter referred to as the “senior debt”). In this case, the maturity (final payment date) of the subordinated debt must arrive later than the maturity (final payment date) of the senior debt, and the payment period related to the subordinated debt shall be extended until the senior debt is repaid in full (however, the interest of the subordinated debt shall not be included). For whatever reason in the case in which the subordinated creditor received all or part of the payment related to the subordinated debt from the debtor before the senior debt is repaid in full, the subordinated creditor shall immediately pay the received amount to the senior creditor (provided, however, the interest of the subordinated debt may be received). Additionally, the subordinated creditor shall not perform the following acts until the senior debt is repaid in full: (i) the act of requiring collaterals from a debtor without the consent of the senior creditor; (ii) the act of disposal or collection of assets of a debtor to obtain the satisfaction of the subsidiary debt-related amounts, (iii) the act of offsetting or claiming other rights against the subordinated creditor of the debtor to obtain satisfaction of the subsidiary debt-related amounts, (iv) the act of executing collaterals provided by a debtor to obtain satisfaction of the subsidiary debt-related amounts, (v) the act of demanding early repayment of the subsidiary debt-related amounts or losing benefit of time, (iv) the act of applying for bankruptcy, rehabilitation, corporate restructuring, or other similar procedures against a debtor or infringing on the rights or interest of a senior creditor.
- (c) Procurement plan for the acquisition
  - (i) DoubleU Games: Invests about KRW 350 billion in common stock in the domestic parent company
  - (ii) STIC: Invests about 300 billion KRW (CB KRW 210 billion, BW KRW 90 billion) in the domestic parent company through the private equity investment company of the private equity fund under the Financial Investment Services and Capital Markets Act (hereinafter “STIC Investment Company”; “STIC” hereinafter in this



Agreement also includes reference to “STIC Investment Company” depending on the context). Additionally, STIC may let STIC Investment Company to use the acquisition financing and let other private equity funds to participate in STIC Investment Company through partial transfer of the STIC Investment Company’s share etc.

- (iii) Acquisition Financing: The domestic parent company has plan to raise about KRW 315 billion of acquisition financing from external financial institutions.
- (iv) Each party’s investment above shall be conditional on the following conditions being met (or a waiver by the other party of the party who shall meet those conditions, even if all or some of the conditions are not met.) as of the date the entity completes its investment (hereinafter “investment end date”): (a) All representations and warranties made by the other party pursuant to Article 6 shall be true and accurate in important points as of the date of the conclusion of this Agreement and the investment end date (for STIC’s investments in the domestic parent company, it means that all representations and warranties made by DoubleU Games pursuant to Article 6.1 shall be true and accurate in important points as of the date of the conclusion of this Agreement and the investment end date); (b) The other party shall fulfill and comply with the obligations and compliance in important points required to be performed or complied with this Agreement from the date of the conclusion of this Agreement to the investment end date (for STIC’s investments in the domestic parent company, DoubleU Games shall comply with the covenants of Article 2.6, Article 7 of this Agreement (excluding obligations and covenants after the date of the investment end date); (c) The domestic parent company shall fulfill and comply with the representations and warranties listed in Annex 2; (d) All the Conditions Precedent on Annex 1 under the Financing Commitment Letter (hereinafter “Financing Commitment Letter”) issued by STIC to DoubleU Games shall be met; (e) All contracts (including but not limited to the CB and BW subscription agreements, subscription agreements of new stocks, and the acquisition agreement for equity interests of the target company) shall be concluded or intend to be concluded in the future in a mutually acceptable format and content as a result of the parties’ sincere and reasonable best efforts (as prerequisites for the investment of STIC in CB and BW subscription agreements, the contents on Article 1.2, paragraph (c) subparagraph (iv) of this Agreement will be stated).

1.3 Investment in the domestic parent company and estimated amount of investment by the parties. The details of investment in the domestic parent company to be carried out by DoubleU Games and STIC under this Agreement as follows. Provided, however, STIC shall not practice the right of subscription of new stocks of BW and not convert CB to the earlier of the date of full repayment of the domestic parent company's senior acquisition financing or one year after the investment end date in CB and BW.

	Type	Condition	Amount
DoubleU Games	Common Stock		About KRW 350 billion
STIC	Convertible Bond (" <b>CB</b> ")	<ul style="list-style-type: none"> <li>— Surface Interest: 2.5%/year, quarterly receipt</li> <li>— Yield to Maturity: 5.0%/year</li> <li>— Maturity: 7 years, provided, however, STIC shall have right of early repayment after 5 years</li> <li>— Conversion Price: Issue price of common stock</li> <li>— Includes the usual conversion price adjustment condition to prevent dilution of equity</li> </ul>	About KRW 210 billion
	Bond with Warrant (" <b>BW</b> ")	<ul style="list-style-type: none"> <li>— Surface Interest: 2.5%/year, quarterly receipt</li> <li>— Yield to Maturity: 5.0%/year, provided, however, STIC shall have right of early repayment after 5 years</li> <li>— Maturity: 7 years</li> <li>— Practice price of the right of subscription of new stocks: Issue price of common stock</li> <li>— Includes the usual conversion price adjustment condition to prevent dilution of equity</li> </ul>	KRW 90 billion

## Article 2 Organization and Management of the Domestic Parent Company and SPC

### 2.1 Set Up the Board of Directors.

- (a) The total numbers of directors of the domestic parent company and SPC shall be determined in accordance with mutual agreement, DoubleU Games shall have the right to appoint a majority of the directors of the domestic parent company and SPC, and STIC shall have the right to designate two or more of the directors of the domestic parent company and SPC.

- (b) Each party shall have the right to appoint a successor and may remove an existing appointed director if the director it appoints is vacated for reasons of expiry of the term, resignation, dismissal, accident and any other reasons. The parties shall exercise their voting rights to ensure that such rights of the other party are guaranteed at shareholders' meetings, board meetings, etc. that concern the appointment and dismissal of directors.
  - (c) Due to any reason after the conclusion of this Agreement, if the share ratio by the parties in the domestic parent company differs than the current ratio of shares (the ratio of shares of STIC refers to the ratio of shares that will be owned by STIC against the total shares of the domestic parent company when transferring or exercising CB or BW to the shares of the domestic parent company), the number of directors that can be appointed by each parties shall be adjusted accordingly to reflect the changed share ratio. If the number of directors a party can nominate decreases, the party shall, without delay, resign all or part of the directors it has already nominated and appointed, so that the number of directors it appoints corresponds to the reduced number.
- 2.2 Authority of the Board of Directors. Each Board of Directors shall have the authority to make resolution of the principal matters of each company in accordance with the relevant statutes and articles of incorporation.
- 2.3 Establishment and Operation of Advisory Committee within the Board of Directors. The domestic parent company shall establish an advisory committee within the board of directors as an institution that reviews and advises on matters designated by the Board of Directors, including the enhancement of the corporate value of the target company after the acquisition of the target company, and the establishment of a corporate strategy. Members of the advisory committee shall be appointed in the proportion of directors appointed by DoubleU Games and STIC.
- 2.4 Audit. One or more auditor shall be present in the domestic parent company, and the auditor shall be appointed by DoubleU Games.
- 2.5 Company Management. Unless there are other agreements between the parties or otherwise stipulated in the relevant statutes, the management rights of the domestic parent company and the SPC shall be exercised by DoubleU Games.
- 2.6 Prior consent. DoubleU Games shall ensure that domestic parent company, the SPC, and the target company shall not do the followings without prior written consent from STIC as long as this Agreement exists.

- (a) Change the articles of incorporation;
- (b) Issuance of new shares (capital increase by issuing new shares or without consideration), private bonds (including equity related bonds), stock option, and other similar rights to the third parties. Provided, however, exceptions shall be made for the repayment of the acquisition financing (including refinancing) for the senior acquisition financing lender of the domestic parent company, in this case, DoubleU Games shall make sure that there is no substantial dilution of the value of direct or indirect equity values of the domestic parent company or the SPC held by STIC;
- (c) Application for dissolution, liquidation, bankruptcy, or revival; merger, division, merger division, transfer or exchange of shares, transfer of important operations, acquisition of another company, management lease, entrustment of management or other significant changes in the organization of the company;
- (d) Purchasing, selling, replacing, or disposing of assets of 5% or more of the total assets in the previous years' audit report or 10% or more of the total assets in the previous year's audit report based on the annual cumulative amount;
- (e) Taking borrowings for new funds or liabilities of more than 5% of the total assets of the previous year's audit report or 10% of the total assets of the previous year's audit report based on the annual cumulative amount; provided, however, if the domestic parent company is (i) burdened with new borrowings or liabilities from a third party other than DoubleU Games and its affiliates, STIC's consent shall be needed regardless of the amount and (ii) if the domestic parent company is burdened with new borrowings or liabilities from DoubleU Games or its affiliates, STIC's consent shall be needed on that amount, in this case, the order of amount of the loan, liabilities (hereinafter "subordinated debt") shall be subordinated to the CB and BW of STIC (hereinafter "senior debt"). In the case of above (ii), the rights and obligations as well as the relationship between the senior and the subordinated creditors shall be governed by the 3<sup>rd</sup> sentence set forth in the Article 1.2(b) of this Agreement;
- (f) Transaction exceeding KRW 1 billion per case with affiliate companies (a company that is within the scope of its affiliates under the Monopoly Regulation and Fair Trade Act), employees, shareholders, and entities in a special relationship (who fall within the scope of the entity in a special relationship in the Financial Investment Services and Capital Markets Act, hereinafter "entity in a special relationship");

- (g) Resolution or payment of dividends made by cash, stocks or other assets of the company (excluding dividends for repayment of acquisition financing for the senior acquisition financing lender of the domestic parent company);
- (h) Establishment of employee stock ownership association and the allocation of the company's stocks to the employee stock ownership association;
- (i) Establishment, acquisition or sale of a subsidiary or a joint venture company (including the sale of shares of SPC and the target company), capital increase or reduction of the subsidiary, the act of structural reorganization, such as mergers and divisions of the subsidiary;
- (j) Transfer of company technology (including the establishment of a new company) or the director's engagement in competitive business or holding of concurrent offices;
- (k) Capital reduction. (Except for the reduction of capital for the repayment for the lender of the domestic parent company's senior acquisition financing (including refinancing), in this case, DoubleU Games shall ensure that no substantial dilution takes place on the direct and indirect equity values of the domestic parent company or the SPC);
- (l) Acquisition of treasury stock. (Except for the acquisition of treasury stock for the repayment for the lender of the domestic parent company's senior acquisition financing (including refinancing), in this case, DoubleU Games shall ensure that no substantial dilution takes place on the direct and indirect equity values of the domestic parent company or the SPC);
- (m) Embark on a business that is significantly different from the one specified in the business plan reported to investors at the time of the conclusion of this Agreement or discontinue or give up all or significant part of the business.

## 2.7 Provision of Information

- (a) DoubleU Games shall require the target company, SPC, and the domestic parent company to be audited by the Big 4 accounting firms as long as this Agreement exists; and provide to STIC (i) quarterly operation and business performance data, monthly summary performance data, (ii) quarterly unaudited consolidated financial statements/standalone financial statements (within 45 days after each quarter) (iii) yearly audit report (within 4 months after the end of each fiscal year, (iv) the following year's operation and budget,

and business plan (within 15 days after the end of each fiscal year) within the due date. Provided, however, the scope of a company that needs to provide the financial statements by DoubleU Games to STIC under this Article 2.7. (a) may be adjusted later as agreed separately by DoubleU Games and STIC.

- (b) DoubleU Games shall ensure the target company, SPC and the domestic parent company to provide or make available to access to the commercial books and accounting records of the company and its subsidiary within 15 days of receiving the request, if requested by STIC. Provided, however, if the details and evidence of total payment of the acquisition are submitted, the details of use and evidence shall be deemed to have been provided.

### **Article 3 Qualified IPO**

3.1 Qualified IPO Obligation. DoubleU Games shall promote to be able to complete the domestic parent company's public offering (hereinafter "qualified IPO") on the market opened by the Korea Exchange or other exchange with credibility within four years and 11 months from the end of the transaction (provided, however, one year can be extended by agreement between the parties) under the following terms (hereinafter "qualified IPO condition):

- (a) DoubleU Games shall promote listing in the securities market or KOSDAQ market opened by the Korea Exchange first, but shall promote in other market according to the reasonable choice of DoubleU Games under consultation with STIC.
- (b) The public offering price shall be [\*\*\*] (a benchmark public offering price) [\*\*\*]. If the public offering price falls below [\*\*\*], DoubleU Games shall proceed the public offering only if requested by STIC.
- (c) The other key conditions of the listing (selection of underwriters, public offering price, etc.) shall be decided through prior consultation between the parties.

3.2 Obligation of Secondary Offering. At the time of the qualified IPO, STIC shall notify DoubleU Games in writing of the number of shares of the domestic parent company held by STIC to include in the secondary offering (hereinafter referred to as the "target stocks for the secondary offering"), in this case DoubleU Games shall ensure the domestic parent company to include at least [\*\*]% of the notified target stocks for the secondary offering.

- 3.3 Actions for breaching qualified IPO obligations. If DoubleU Games (i) neglects the qualified IPO despite meeting the requirements of the qualified IPO (if the application for preliminary review is not filed within four years and six months from the close of the transaction, this qualified IPO will be considered neglected) or infringes Article 3.1 or 3.2 to proceed the public offering, (ii) does not proceed the public offering despite of the written request made by STIC, (iii) violates important points (“violate in important point” means the degree to which, in view of the prevailing social norms, because of the breach of one party, it is substantially difficult for the other party to achieve the purpose of the transaction, so that the fulfillment of this Agreement cannot be expected) of Article 2, 5, and 7 of this Agreement, DoubleU Games shall purchase CB or BW held by STIC (if converted into a stock or practiced, this shall include the stocks of the domestic parent company; this shall apply hereinafter) at the amount that the STIC’s IRR is 15%. In the event that STIC has notified the purchase request, at the date of notification, the sale and purchase agreement that DoubleU Games or a party designated by DoubleU Games purchases CB or BW from STIC is deemed to be concluded, and the parties shall take the necessary measures accordingly, and the parties shall ensure that the fulfillment of the agreement of sale for the CB or BW is concluded within 20 days from the notification date. Provided, however, in the event that STIC gives notice of the purchase request in accordance with subparagraph (iii) above, DoubleU Games shall require the domestic parent company to pursue the refinancing of the senior acquisition financing, and STIC shall be deemed to have issued the purchase notice on the earlier of the date on which the repayment of the senior acquisition financing is completed or the one-year maturity date of the senior acquisition financing.

#### **Article 4 Call Option**

- 4.1 Call Option. DoubleU Games shall hold the right of purchasing (hereinafter “**Call Option**”) on CB and BW owned by STIC directly or a through third party (if converted into a stock or practiced, this shall include the stocks of the domestic parent company; this shall apply to this Article hereinafter) as below. Provided, however, in the event of a breach of financial covenant (Covenant) under the acquisition financing credit agreement borrowed by a STIC Investment Company, DoubleU Games shall consult with STIC and do its best to remedy the breach.

<u>Call Option Subject</u>	<u>Call Option Exercise Period or Reason</u>	<u>Price</u>
Amount designated by DoubleU Games in BW	Within [****] days from the date of 1 year from the closing date of the transaction	Price so that the BW related IRR of STIC is [****]%
Amount designated by DoubleU Games in BW	Within [****] days from the date of 2 years from the closing date of the transaction	Price so that the BW related IRR of STIC is [****]%
Amount designated by DoubleU Games in BW	Within [****] days from the date of 3 years from the closing date of the transaction	Price so that the BW related IRR of STIC is [****]%
All the CB and BW	Within [****] days from the date of 4 years and 11 months from the closing date of the transaction, in the event that the conditions of the public offering under Article 3.1 of this Agreement are not met (hereinafter “failure of public offering”) despite four years and eleven months have passed from the closing date of the transaction, and there is no written request from STIC to proceed the public offering	Price so that the BW related IRR of STIC is [****]%

- 4.2 If DoubleU Games wishes to exercise Call Option, DoubleU Games shall indicate the intention to exercise Call Option, the buyer of STIC’s CB or BW (DoubleU Games or the party designated by DoubleU Games), and that the exercise date of the Call Option is a sale and purchase agreement execution date in written notice to STIC (hereinafter “Call Option exercise notice”).
- 4.3 If DoubleU Games has issued a Call Option exercise notice, DoubleU Games or the party designated by DoubleU shall be deemed to have entered into a sale and purchase agreement to purchase the CB or BW from STIC at the execution date of the sale and purchase agreement listed in the Call Option exercise notice, and the parties shall take the necessary action accordingly. The parties shall terminate the performance procedure of the sale and purchase agreement for the CB or BW within [\*\*\*\*] days from the date of the Call Option exercise notice.

#### **Article 5 Tag-along, Drag-along Rights**

- 5.1 Tag-along Right. If the domestic parent company’s shares held by DoubleU Games are to be sold to a third party (hereinafter referred to as the “transferee” in this paragraph), STIC shall have the right (“tag-along right”) to sell all or part of the shares (including CB and BW, same as in Article 5 hereinafter) of the domestic parent company held by STIC on the same terms as DoubleU Games would wish to sell to the transferee pursuant to this Article.



- (a) In the event that DoubleU Games is willing to sell domestic parent company's shares held by DoubleU Games to a third party, DoubleU Games shall notify the exercising of the tag-along right ("**exercise notification of the tag-along right**") by informing STIC in writing of the transferee's personal information, the number of shares to be sold, sale price, and other sale and purchase conditions.
- (b) Within 10 business days from the date of receipt of the notification of the sales right ("**tag-along right exercise period**") STIC shall notify DoubleU Games in writing whether to exercise the tag-along right and the number of shares of the domestic parent company ("**tag-along target share**") that it intends to sell (if there is no written notice within the period, it shall be considered not willing to exercise the tag-along right).
- (c) In the event that STIC notifies about exercising the tag-along right within the tag-along right exercise period, DoubleU Games ensure that all tag-along target shares shall be purchased by the transferee under the same condition described in the notification of the tag-along right, and STIC shall transfer all tag-along target shares to the transferee under the same condition stated in the notification of the tag-along right. DoubleU Games shall ensure that the sale process of shares it intends to transfer to the transferee and the tag-along target share of STIC is terminated at the same time. Provided, however, if the total number of domestic parent company shares that the transferee intends to purchase is less than the total number of shares that DoubleU Games and STIC wishes to transfer, the tag-along target shares of STIC are to be sold to the transferee preferentially.

## 5.2 Drag-along Right.

- (a) If STIC intends to sell its shares of the domestic parent company to a third party (hereinafter referred to as the "**transferee**" in this paragraph) in any of the following subparagraphs, STIC has the right ("**drag-along right**") to claim against DoubleU Games that all of the shares of the domestic parent company held by DoubleU Games to be sold to the transferee together under the same conditions as STIC sells to the transferee.
  - (i) In the event that DoubleU Games does not exercise its Call Option despite the failure of public offering under Article 4.1 of this Agreement;
  - (ii) In the event that DoubleU Games has violated in important point (including but not limited to Article 2, Article 7) of the material content of this Agreement. In this respect, "violate in important point" means the degree to which, in view of the prevailing social norms, because of the breach of one party, it is substantially difficult for the other party to achieve the purpose of the transaction, so that the fulfillment of this Agreement cannot be expected;

- (iii) In the event that the reason for the inability to achieve the purpose of the transaction occurs due to impairment of the target company's corporate value
- (b) If STIC exercises the drag-along right pursuant to this Article, STIC shall give the written notice ("**exercise notification of the drag-along right**") to DoubleU Games with the share purchase agreement form specifying the sale terms (including the selling price per share, the number of selling share and other conditions which are required by law for the transfer and payment of the purchase price of the shares, and other conditions shall not be included without a prior consent from DoubleU Games, (hereinafter "**third party selling condition**") which can be entered into immediately with the transferee.
- (c) DoubleU Games, which has been notified of the exercise notification of the drag-along right pursuant to the foregoing paragraph, (i) DoubleU Games shall cooperates with the transferee's due diligence of the domestic parent company, target company and SPC and the sale procedure of the shares which are the subject of STIC's drag-along exercise; and (ii) under the notified selling conditions of the third party, enter into a share purchase agreement between the transferee attached to the exercise notification of the drag-along right to sell shares which are the subject of STIC's drag-along exercise to the transferee among the shares of the domestic parent company held by DoubleU Games. Provided, however, the obligation of DoubleU Games pursuant to this Article shall be under the condition that (i) the transferee enters into and carries out a share purchase agreement with DoubleU Games, and (ii) STIC enters into and carries out a share purchase agreement with the transferee, selling its domestic parent company's shares under the same selling conditions of the third party, and in addition to the obligations of DoubleU Games set forth in this Article, it is made clear that DoubleU Games does not guarantee the outcome of STIC's exercise of drag-along right and subsequent successful sale of shares.
- (d) In the event STIC exercises the drag-along right under this subparagraph, DoubleU Games shall clarify that it is not obliged to purchase CB or BW held by STIC (if converted into a stock or practiced, this shall include the stocks of the domestic parent company). Provided, however, if DoubleU Games fails to fulfil its obligations even though all the conditions under the proviso of subparagraph (c) have been met, or if the share purchase agreement between the STIC and the transferee has not been terminated, it shall again be subject to the purchase obligation under Article 3.3.

- 5.3 **Distribution of the proceeds of the sale.** In the event the domestic parent company's shares are sold to the transferee by exercising the tag-along right or the drag-along right under this Article, the proceeds of the sale shall be distributed among the parties as follows:
- (a) Repayment of senior acquisition financing for the lender of domestic parent company's senior acquisition financing;
  - (b) Preferential distribution of the amount to STIC which the IRR of the transaction investment amount is [\*\*\*]% (which, to be clear, means the sum of the investment amount and the amount until the IRR of the invest amount reaches [\*\*\*]%)
  - (c) Distribution to DoubleU Games, the amount which the IRR of the transaction investment amount is [\*\*\*]% (including all equity investment amounts in the domestic parent company and shareholder loans, excluding the amount paid under Article 7.6(c)) (which, to be clear, means the sum of the investment amount and the amount until the IRR of the invest amount reaches [\*\*\*]%)
  - (d) The remaining amount shall be divided into the ratio of investments made by STIC and DoubleU Games to the domestic parent company and distributed.

#### **Article 6 Representations and Warranties**

- 6.1 DoubleU Games shall represent and warrant STIC as follows as of the execution date of this Agreement and the investment end date.
- (a) Establishment and ability. DoubleU Games (i) is duly established and remains valid in accordance with the statutes of the Republic of Korea; and (ii) has all the ability and qualifications under company laws necessary to carry out the business which is currently in operation.
  - (b) The Approval of an Agreement; Enforceability.
    - (i) DoubleU Games has all the ability and qualifications under company laws necessary for the conclusion and performance of this Agreement. The conclusion and performance of this Agreement have been duly approved in accordance with all necessary internal procedures of DoubleU Games.

- (ii) This Agreement has been duly concluded by DoubleU Games and constitutes a valid and binding obligation which can be enforced under the terms of this Agreement against DoubleU Games. Provided, however, enforceability may be limited by bankruptcy, fraudulent act, corporate rehabilitation, deferment of payment, etc. or similar statutes that relate to the rights of creditors or generally affect the rights of creditors.
- (c) Not in violation of any statutes, articles of incorporation, government approval, etc. The conclusion and performance of this Agreement by DoubleU Games shall not (i) be in violation of the articles of incorporation of DoubleU Games, (ii) be in violation of the statutes or government approval applicable to DoubleU Games, or (iii) constitute a breach or default or loss of benefit of time in connection with material agreements which DoubleU Games is a party or with respect to any significant obligations that DoubleU Games bears (includes notice, decision or resolution by the other contractual party, creditor, third party, or case which constitutes a breach or default or a loss of benefit of time upon the passage of a certain period of time).
- (d) Absence of material adverse effect. As far as DoubleU Games is aware, there is no material adverse effect regarding the sale of shares for the transaction in this Agreement (hereinafter “**share purchase agreement**”), except that provided by DoubleU Games to STIC by the date of this Agreement. Here, “material adverse effect “ has the same meaning as defined in the terms of the share purchase agreement, as described in Annex 1.

6.2 STIC represents and warrants to DoubleU Games as of the end of this Agreement and investment end date as follows:

- (a) Establishment and ability; STIC (i) is duly established and remains valid in accordance with the statutes of the Republic of Korea; and (ii) has all the ability and qualifications under company laws necessary to carry out the business which is currently in operation.
- (b) The Approval of an Agreement; Enforceability.
  - (i) STIC has all the ability and qualifications under company laws necessary for the conclusion and performance of this Agreement. The conclusion and performance of this Agreement have been duly approved in accordance with all necessary internal procedures of STIC.
  - (ii) This Agreement has been duly concluded by STIC and constitutes a valid and binding obligation which can be enforced under the terms of this Agreement against STIC. Provided, however, enforceability may be limited by bankruptcy, fraudulent act, corporate rehabilitation, deferment of payment, etc. or similar statutes that relate to the rights of creditors or generally affect the rights of creditors.

- (c) Not in violation of any statutes, articles of incorporation, government approval, etc. The conclusion and performance of this Agreement by STIC shall not (i) be in violation of the articles of incorporation of STIC, (ii) be in violation of the statutes or government approval applicable to STIC, or (iii) constitute a breach or default or loss of benefit of time in connection with material agreements which STIC is a party or with respect to any significant obligations that STIC bears (includes notice, decision or resolution by the other contractual party, creditor, third party, or case which constitutes a breach or default or a loss of benefit of time upon the passage of a certain period of time).

#### **Article 7 Covenants**

- 7.1 DoubleU Games shall (i) ensure the domestic parent company to contribute and lend KRW 950 billion from the amount invested by the parties and the amount raised through acquisition financing to the SPC within 10 days of completion of the investment of STIC in the domestic parent company; and (ii) ensure the SPC to complete the acquisition of the shares of the target company with the investment funds and loans. In the event, for any reason, that the domestic parent company fails to complete SPC investment and the loan or the SPC fails to complete the acquisition of the shares of the target company, DoubleU Games shall immediately liquidate the SPC and the domestic parent company and distribute the remaining assets.
- 7.2 DoubleU Games shall not transfer or grant licenses to DoubleU Games, intellectual property licensed through the GDDA to the target company or SPC, either directly or indirectly, without prior consent from the SPC Board of Directors resolution and from STIC (shall obtain the SPC Board of Directors resolution before obtaining prior consent from STIC).
- 7.3 DoubleU Games shall ensure that the domestic parent company shall not refinance amounts exceeding the amount of the existing acquisition financing at the date of the maturity of the domestic parent company's acquisition financing for the transaction worth KRW 315 billion.
- 7.4 To ensure the fulfillment of the obligations under the CB and BW subscription agreements of the domestic parent company against STIC Investment Company, DoubleU Games will establish a second lien pledge (it means subordinated pledge that does not affect the senior lien pledge for acquisition financing (including refinancing) of the domestic parent company) with STIC Investment Company as a pledgee immediately after the transaction closes, both for all of the

domestic parent company's interest in SPC and for SPC's interest in the target company (hereinafter "**objects of the pledge rights**"). Provided, however, in the event of repayment of the acquisition financing loans to the STIC Investment Company, STIC shall ensure that the second lien pledge established pursuant to Article 7.4 is terminated and if the acquisition financing loans to the STIC Investment Company is refinanced while the acquisition financing (including refinancing) of the domestic parent company has not been repaid, DoubleU Games will continue to establish a second lien pledge with the STIC Investment Company as the pledgee for the objects of the pledge right.

- 7.5 DoubleU Games shall incorporate the domestic parent company into 100% subsidiary of DoubleU Games by the investment end date in CB and BW under Article 1.3.
- 7.6 DoubleU Games warrants the following regarding the domestic parent company.
- (a) DoubleU Games shall participate in a capital increase for face value at the end of the transaction.
  - (b) The domestic parent company's business part related to the acquisition of the target company under this transaction (hereinafter "**investment business part**") and those other than the investment business part (hereinafter "**non-investment business part**") shall be managed separately.
  - (c) In the event of a loss in the non-investment business part of the domestic parent company (including all cases of company liabilities off the record, contingent liabilities or contingent losses that are missing from the domestic parent company's financial statements as of the end of 2016 provided at April 6<sup>th</sup> 2017 by the DoubleU Games to STIC, the domestic parent's operating losses since 2017 and beyond) occurs, DoubleU Games shall pay the equivalent amount of the loss directly to the domestic parent or shall ensure the amount to be paid by a third party within 90 days after the occurrence of the loss.
  - (d) The deficit of the domestic parent company shall be zero within one month from the investment end date of STIC in CB and BW under Article 1.3.

#### **Article 8 Compensation for Damages etc.**

- 8.1 Compensation liabilities. If any party (hereinafter "indemnifying party") to this Agreement causes damage to the other party (hereinafter "indemnified party") by violating, defaulting or delaying any representations, guarantees, covenants, or other agreements in this Agreement, the indemnifying party shall compensate any damages incurred to the indemnified party and compensate all expenses

(including legal and other advisory costs within reasonable limits) paid by the indemnified party. STIC shall compensate any damages incurred to DoubleU Games, the domestic parent company and SPC incurred by failure to comply with the financing obligation under the Financing Commitment Letter even though the preconditions of Article 1.2 (c) (iv) have been met and compensate all expenses (including legal and other advisory costs within reasonable limits) paid by SPC.

- 8.2 **Indemnification covenant related to LOC issuance.** In the event that STIC fails to comply with the Financing Commitment Letter by violating, defaulting or delaying of Article 1.2 paragraph (c) subparagraph (iv) (a), (b), (c), or (e) of this Agreement (provided, however, in the case where STIC is unable to comply with the Financing Commitment Letter due to reasons attributable to Seller (including its affiliates. Same hereinafter) under the Financing Commitment Letter, or due to the situation that occurred from the target company regardless of the causes attributable to DoubleU Games or the domestic parent company, the first sentence of Article 8.2 shall not be applied), due to that, DoubleU Games shall indemnify and compensate STIC for any damages or costs incurred to STIC in accordance with Seller's claims against STIC for failure to comply with obligations under the Financing Commitment Letter, STIC's expenditure on third parties (including but not limited to the reasonable fees, expenses, investigation expenses of attorneys, advisors and other professionals) and refund interest (6% per year) that the STIC's executive staff should pay to the partner with limited liability because STIC failed to invest despite STIC's request to partner with limited liability about financing (hereinafter collectively referred to as "**loss**") that the executive staff of the STIC shall pay to the partner with limited liability and shall also compensate the damages incurred to the employees and subsidiaries of STIC regarding Seller's claim for the failure to comply with commitments under the Financing Commitment Letter. In the event that STIC fails to comply with the commitments under the Financing Commitment Letter by violating, defaulting or delaying of Article 1.2 paragraph (c) subparagraph (iv) (a), (b), (c), or (e) of this Agreement (provided, however, this is not the case when there is no violation, default or delay of Article 1.2 paragraph (c) subparagraph (iv) (a), (b), (c), or (e) of this Agreement), DoubleU Games shall not claim damages to STIC for breach of compliance obligations under the Financing Commitment Letter.

## **Article 9 Termination**

- 9.1 **Notice of termination of the Agreement.** If one party violates this Agreement, the other party may immediately terminate this Agreement by giving written notice to the responsible party (provided, however, if, despite receiving a request for correction from the other party, it does not correct or refuse to correct it within a reasonable period of time for correcting the violation when correction is possible for the violation) (hereinafter "**responsible party**").

- 9.2 **Resignation of Executives.** In the event of termination of this Agreement in accordance with Article 1, the responsible party shall make its designated director and auditor to promptly resign (provided, however, if the domestic parent company and SPC become liable for damages for the related resigned director due to this, the responsible party shall indemnify the domestic parent company and SPC from that.
- 9.3 **Effect of termination.** Termination of this Agreement pursuant to this Article shall not affect the rights or obligations of the parties already incurred before the effective date of termination and the obligations under this Article 9.2 shall remain valid after termination.

#### **Article 10 Miscellaneous**

- 10.1 **Effectuation.** This Agreement shall be effective from the date of signing by the parties and shall remain valid until termination pursuant to the terms of this Agreement.
- 10.2 **Notice.** Notifications, requests, demands, consents and other contacts under this Agreement shall be in writing (including e-mail) and forwarded by letter, express courier, registered mail, or facsimile transmission to the address or number specified by one party's notification to the other party.

DoubleU Games:

Address: 152 Teheran-ro, 16th floor, Gangnam Finance Center, Gangnam-gu, Seoul Recipient: Director of DoubleU Games Co.,Ltd., Won Yong-joon,

E-mail: [ourbuck@doubleugames.com](mailto:ourbuck@doubleugames.com)

Fax: 02-563-2988

STIC:

Address: 12 Teheran-ro 78-gil, Gangnam-gu, Seoul (Daechidong MSA Building)

Recipient: STIC Special Situation Private Equity Fund

Executive staff, director of STIC Investment Co.,Ltd. Kang Il-Sung

E-mail: [easekang@stic.co.kr](mailto:easekang@stic.co.kr), [log@stic.co.kr](mailto:log@stic.co.kr) (concurrent notification required)

Fax: 02-3453-5188



- 10.3 Maintaining Confidentiality. Except as required by the relevant statutes or subject to binding orders from government agencies, the parties shall keep information confidential which is not disclosed to the public during implementation of this Agreement by the domestic parent company, SPC, and the other party, and shall not disclose this to any external third party. Each party shall ensure that its employees, shareholders, related persons, advisors, agents and other related parties to comply with the confidentiality obligations.
- 10.4 Expenses. Unless otherwise specified in this Agreement, any external consultation expenses incurred to each party in connection with this Agreement and this transaction shall be borne at the expense of the domestic parent company. Provided, however, the tax burden shall be borne by the investor individually and, if the transaction is not finally completed, the expenses of the external consultant individually employed by each party prior to the conclusion of this Agreement shall be borne by that party.
- 10.5 Governing Law. This Agreement and any disputes arising out of or in connection with this Agreement shall be disciplined, interpreted, and enforced in accordance with statutes of the Republic of Korea.
- 10.6 Dispute Resolution. In the event of a dispute arising in connection with this Agreement, each party shall seek a solution through in good faith. If the dispute is not resolved despite such consultation, it will be settled by a trial under the preferential jurisdiction of the Seoul Central District Court.
- 10.7 Severability. Where any provision of this Agreement is recognized as invalid or unenforceable by administrative, legislative, judicial or other order or decision, the remaining provisions shall remain valid, lawful and enforceable under its terms. Such invalid, illegal, unenforceable provisions are replaced by other not invalid, illegal, unenforceable regulations that are as close as possible to the original content and purpose of those provisions.
- 10.8 Change. This Agreement shall not be modified, amended, cancelled or modified without the written or sealed certificates of all parties and shall not be changed by custom, practice or transaction process. Any amendment or change to this Agreement shall only bind the parties in the case of written agreement by the parties.
- 10.9 Waiver. The performance of obligations required by certain party under this Agreement may only be waived by a written waiver signed or sealed by the other parties, and such waiver shall apply only to the specific obligations listed therein. If any party waives a breach of the provisions of this Agreement by other parties, it shall not be deemed to be a subsequent breach of the same provision of this Agreement or a waiver of a breach of other provisions.

- 10.10 Transfer and provision of collateral. One party shall assign, transfer or dispose of this Agreement or any rights or obligations under this Agreement or provide any rights or obligations for the purpose of pledge and other collateral without the prior written consent of the other parties.
- 10.11 Third-Party Benefit. This Agreement shall bind the parties and shall be in force for them. No express or implied matter contained in this Agreement shall give any right, remedy, or cause certain obligation to any third party except the parties.
- 10.12 Copy and Conclusion. This Agreement may be entered into by several copies, in which case each copy shall be deemed as original copy. This Agreement will be deemed effective when both parties have received each other's signed page with the corporation seal. Provided, however, it does not require stamping the corporation seal or seal between pages of both parties on the same original copy, each party may seal the corporation seal on a different original copy or copy, and a signed page on which the corporation seal is stamped shall also be deemed to have been received if a copy of the form was received by fax or e-mail.
- 10.13 Entire Agreement. This Agreement constitutes a complete agreement between the parties of this Agreement. Agreement between the parties prior to the conclusion of this Agreement shall be superseded by this Agreement.
- 10.14 The Titles of Articles. The titles of Articles of this Agreement are for reference or convenience only and do not affect the meaning or interpretation of this Agreement.

(left blank for sign and seal)

To demonstrate the above, the parties to the Agreement shall enter into this Agreement at the date specified in the beginning of this Agreement.

**DoubleU Games Co., Ltd.**

152 Teheran-ro, 16th floor, Gangnam Finance  
Center, Gangnam-gu, Seoul  
Executive Director Kim Ga-Rham (sealed)

**STIC Special Situation Private Equity Fund**

12 Teheran-ro 78-gil, Gangnam-gu, Seoul  
(Daechidong MSA Building)  
Executive staff:  
STIC Investment Co.,Ltd.  
Executive Director Kwak Dong-Gul (sealed)

:

:

## Annex 1

“**material adverse effect**” has the same meaning as the definition of “Material Adverse Effect” as defined in the share purchase agreement. The definition of “Material Adverse Effect” under the terms of the share purchase agreement as follows.

“Material Adverse Effect” means any event, circumstance, change or effect that is or is reasonably likely to be materially adverse (a) to the results of operations or the condition (financial or otherwise) of the Business; provided that none of the following, either alone or in combination, shall be considered in determining whether there has been a “Material Adverse Effect”: (i) events, circumstances, changes or effects that generally affect the industry or markets in which the Business operates, except to the extent such events, circumstances, changes or effects adversely affect the Business, in a materially disproportionate manner relative to other similarly situated participants in the industries or markets in which the Business operates; (ii) any change in national or international political or economic (including interest rates) conditions or the securities or capital markets, including any outbreak or escalation of war, act of foreign enemies, hostilities, terrorist activities, or acts of nature, except to the extent such events, circumstances, changes or effects adversely affect the Business, in a materially disproportionate manner relative to other similarly situated participants in the industries or markets in which the Business operates; (iii) any changes in Law or accounting requirements or principles or the interpretations thereof, except to the extent such events, circumstances, changes or effects adversely affect the Business, in a materially disproportionate manner relative to other similarly situated participants in the industries or markets in which the Business operates; (iv) any failure by the Business to meet any internal or public estimates or expectations of the Business’ revenue, earnings or other financial performance or results of operations for any period or any failure by the Business to meet any internal budgets, projections, plans or forecasts of their revenues, earnings or other financial performance or results of operations (it being understood that the underlying cause of such decline, change or failure may be taken into account when determining whether a “Material Adverse Effect” has occurred or would be reasonably likely to occur unless separately excluded); (v) changes or effects resulting from the pursuit or consummation of the transactions contemplated by, or the announcement of the execution of, this Agreement solely due to the identity of Purchaser, including any resulting losses of employees, customers or other business relationships resulting from any of the foregoing; (vi) any matter as it exists as of the date of this Agreement to the extent expressly described on Section 4.05 of the Seller Disclosure Schedule; (vii) action or omission taken or not taken with the consent or at the request of Purchaser; (viii) any action or omission taken or not taken as required by Law to the extent such action or omission is required to be taken or not taken by other similarly situated participants in the industries or markets in which the Business operates and also to the extent any such action or omission does not adversely affect the Business, in a materially disproportionate manner relative to other similarly situated participants in the industries or markets in which the Business operates; or (ix) the performance by Seller of any obligations under this Agreement; or (b) to the ability of Seller to perform its obligations under the Transaction Documents.

The definitions of each term quoted in the terms “**Material Adverse Effect**” in the share purchase agreement are as follows:

“**Acquired Social Online Games**” means interactive, non-cash based, free to play (non-gambling and non-lottery) casino game produced, marketed, licensed, sold, distributed or performed by or on behalf of the Business as of the date of this Agreement.

“**Business**” means the businesses conducted by, on behalf of or through the Related Entities, including marketing activities with respect to the Acquired Social Online Games, but excluding the real money-interactive gaming business (which is conducted by DDI Europe and BV).

“**Law**” means any federal, state, local, foreign or supranational law, statute, code, ordinance, rule, regulation, judgment, order, injunction, decree, agency requirement, license, notice, guidance, guideline, treaty, ruling or permit or other requirements of any Governmental Authority having the force of law or any legal requirements arising under common law principles of law or equity.

“**Related Entities**” means DoubleDown Interactive LLC, DDI Europe and BV.

“**Seller**” means International Game Technology.

“**Transaction Documents**” means this Agreement, the Escrow Agreement, the Game Development, Distribution and Services Agreement, the Transition Services Agreement and any other agreement to be executed and delivered in connection with the transactions contemplated by this Agreement.

## Annex 2

### 1. Covenants

there being no Event of Default as a result of (i) a breach by Borrower of its obligations in respect of itself under the covenants set forth below relating to (A) restrictions on mergers (except for permitted transactions), (B) restriction on change of business, (C) restriction on investments (other than additional shares in the Target) and joint ventures, (D) restriction on security interests and quasi-security (negative pledge), (E) restriction on disposals (including disposals of shares in the Offshore SPC), (F) restriction on loans or credit, (G) no amendments to Purchase Agreement which would materially and adversely affect the interests of the Lenders; (H) restriction on guarantees; (I) restriction on dividends, purchase of treasury share, share redemption and payments to any shareholder of the Borrower in relation to the shares in the Borrower or (J) restriction on payments under subordinated debt except for payment of interest at the rate not exceeding [2.5]% per annum in relation to the subordinated CB in the amount of KRW210 billion and the subordinated BW in the amount of KRW90 billion or (K) restriction on financial indebtedness or (ii) an Event of Default under prongs (a), (f), (g), (h), (i), (l) or (m) the heading “Event of default”

Among the covenants above, ¶ prongs (a), (f), (g), (h), (i), (l) or (m) the heading ‘Event of default’ is as follows.

Events of default:                   The following events (subject to usual and customary materiality thresholds, grace periods, other agreed qualifications and carve-outs):

- (a) (in respect of the Borrower) non-Payment;
- (f) (in respect of the Borrower Group) insolvency (including suspension of clearing);
- (g) (in respect of the Borrower Group) insolvency proceedings;
- (h) (in respect of the Borrower Group) creditors’ process;
- (i) Unlawfulness and Invalidity;
- (l) (in respect of the Borrower Group) expropriation;
- (m) Repudiation of the Purchase Agreement;

### 2. Representations and warranties

no misrepresentation in any material respect of the representations set forth as clauses (a), (b), (c), (d), (e) and (o) below under the heading “Representations” (and not, for the avoidance of doubt, any other representations);

In the above breach of the representations and warranties, ¶ (a), (b), (c), (d), (e) and (o) under the heading “Representations” are as follows.

- (a) corporate status of the Borrower and the Offshore SPC;
- (b) Finance Documents constitute binding obligations of the Borrower subject to legal reservations and perfection requirements;
- (c) non-conflict of Finance Documents with:
  - (i) any applicable law or regulation to the extent which has or which would reasonably be expected to have a Material Adverse Effect;
  - (ii) the Borrower's constitutional documents in any material respect; or
  - (iii) the Borrower's obligations under any agreement to which it is a party to the extent such conflict has or would reasonably be expected to have a Material Adverse Effect;
- (d) power and authority of the Borrower to enter into the Finance Documents;
- (e) validity and admissibility in evidence subject to legal reservations and perfection requirements;
- (o) enforceability of the Finance Documents against the Borrower;

The meaning of the terms used in Annex 2 is interpreted as follows.

- Borrower refers to the 'the domestic parent company' of this Agreement.
- Offshore SPC refers to 'SPC' of this Agreement.
- Borrower Group refers to Borrower, Offshore SPC and the target company.
- Finance Documents refer to the 'CB, BW subscription agreement'.
- Purchase Agreement refers to the 'share purchase agreement for this transaction'.
- Material Adverse Effect has the following meanings:

- (i) the consolidated business, operations, assets or financial condition of the Borrower Group taken as a whole;
- (ii) the ability of the Borrower to perform any of its payment obligations under any of the Finance Documents; or
- (iii) subject to legal reservations and perfection requirements, the validity, legality or enforceability of the facilities agreement or ranking of any Security or the rights and remedies of the finance parties under the Finance Documents.

**Supplemental Agreement to the Joint Investment Agreement**

This Supplemental Agreement to the Joint Investment Agreement (hereafter this “**Supplemental Agreement**”) dated July 16, 2021 is entered into by and among the following parties, which have been established and exist in accordance with the laws of the Republic of Korea.

- (1) DoubleU Games Co., Ltd., established and maintained in accordance with the laws of the Republic of Korea and headquartered in 16F, Gangnam Finance Center, 152, Teheran-ro (Yeoksam-dong), Gangnam-gu, Seoul, Korea (hereinafter “**DoubleU Games**”);
- (2) Double Down Interactive Co., Ltd., established and maintained in accordance with the laws of the Republic of Korea and headquartered in 13F, Gangnam Finance Center, 152, Teheran-ro (Yeoksam-dong), Gangnam-gu, Seoul, Korea (hereinafter the “**Target Company**”);
- (3) STIC Special Situation Private Equity Fund (hereinafter “**STIC**”), established and maintained in accordance with the laws of the Republic of Korea and headquartered in 12, Teheran-ro 78-gil (Daechi-dong), Gangnam-gu, Seoul; and
- (4) STIC Special Situation Diamond Limited (hereinafter “**STIC SPC**”), established and maintained in accordance with the laws of the Republic of Korea and headquartered in 12, Teheran-ro 78-gil (Daechi-dong), Gangnam-gu, Seoul (DoubleU Games, Target Company, STIC and STIC SPC are collectively referred to as the “**Parties**”, each individually referred to as a “**Party**”).

**Preamble**

- (A) On April 11, 2017, DoubleU Games and STIC entered into a Joint Investment Agreement to agree upon, among others, certain matters regarding investment in the Target Company (formerly known as The8Games Co., Ltd.), establishment of DoubleU Diamond LLC, shareholding and operation of the relevant companies (hereinafter referred to as the “**Investment Agreement**”).



- (B) On May 15, 2020, the Parties entered into a separate agreement related to the Joint Investment Agreement to provide for additional agreements regarding the Investment Agreement (hereinafter referred to as the “**Relevant Agreement**”).
- (C) The Target Company is currently preparing for an initial public offering (hereinafter referred to as the “**IPO**”) by listing the American Depositary Share (hereinafter referred to as “**ADS**”) to be issued by the Target Company on the Nasdaq Stock Market in the United States pursuant to Article 3.1 of the Investment Agreement.
- (D) Pursuant to Article 3.2 of the Investment Agreement, DoubleU Games is required to allocate 50% or more of shares as notified by STIC in the sale of existing shares for a qualified initial public offering of the Target Company.
- (E) Pursuant to Section 3 of the Underwriting Agreement (hereinafter referred to as the “**Underwriting Agreement**”) to be entered into by and among STIC SPC, the Target Company, and B. Riley Securities, Inc., the Underwriters (as defined in the Underwriting Agreement; hereinafter referred to as the “**Underwriters**”) will have a right to purchase ADS of the Target Company from STIC SPC for the IPO (in addition to the originally allocated sale shares) (hereinafter referred to as the “**Over-allotment Option**”).
- (F) The Parties intend to hereby provide additional agreements regarding shares of the Target Company held by STIC SPC.

The Parties agree on the following, in accordance with mutual promise, agreements, and favorable considerations in this Supplemental Agreement.

#### **Article 1 Sale and Purchase of Existing Shares by STIC SPC**

- 1.1 Notwithstanding Article 3.2 of the Investment Agreement, the number of shares of the Target Company held by STIC SPC that STIC may request to sell in the procedure of the IPO shall not exceed 214,577 shares (hereinafter referred to as the “**Mandatory Sales Volume**”).

- 1.2 DoubleU Games shall purchase from STIC SPC, and STIC SPC shall sell to DoubleU Games, such number of shares in the Target Company as notified by STIC SPC to DoubleU Games (hereinafter referred to as the “**Sale Shares**”), which shall not exceed the following number (hereinafter referred to as the “**Sale and Purchase of Existing Shares**”), and such notice shall be given in writing by STIC SPC to DoubleU Games within five(5) business days from the earlier of (a) exercise date of the Over-allotment Option and (b) expiration date of exercise period of the Over-allotment Option by the Underwriters under Section 3 of the Underwriting Agreement:

Mandatory Sales Volume – [Number of shares in the Target Company sold by STIC SPC in the IPO (excluding those sold based on the Over-allotment Option) + Number of shares in the Target Company purchased by the Underwriters from STIC SPC based on their exercise of the Over-allotment Option] (the aggregate number of such shares shall be referred to as the “**Actual Sales Volume**”)

- 1.3 The sale price for the Sale and Purchase of Existing Shares (hereinafter referred to as the “**Sale Price**”) shall be determined as follows:

- (1) If the public offering price of ADS determined for the IPO (the “**Public Offering Price**”) is equal to or higher than the price calculated in accordance with Paragraph 3 below (the “**Base Price**”), the Sale Price shall be calculated as follows in KRW:

Sale Price = Public Offering Price x 20 (ADR multiple for the IPO) x Number of Sale Shares x Reference Exchange Rate

- (2) If the Public Offering Price is less than the Base Price, the Sale Price shall be calculated as follows in KRW:

Sale Price = [{Base Price x 20 x Number of Sale Shares} + {(Base Price—Public Offering Price) x 20 x Actual Sales Volume}] x Reference Exchange Rate

(3) “Base Price” in this section shall be the amount calculated as follows:

$$\text{Base Price} = \text{USD}[(293,600 \div \text{Reference Exchange Rate} \div \text{ADR multiple}) * (1.08)^N]$$

\*ADR multiple: the number of ADS issued in response to one common stock issued by the Target Company according to the Underwriting Agreement (20 in the case of the IPO).

\*N (Multiplier period): the number calculated by dividing the period from May 25, 2017 to the day when the Public Offering Price is finally determined by 365 days (provided, however, that if there is a leap year, the number days in such year shall be considered when calculating the multiplier period)

(4) “Reference Exchange Rate” in this section shall mean the base exchange rate for the conversion (*mae-mae-gi-joon-yool* in Korean) of USD finally announced by the KEB Hana Bank Co., Ltd. in accordance with the Foreign Exchange Transaction Act just before the time in which the Public Offering Price is determined according to the Underwriting Agreement.

1.4 The closing date of the Sale and Purchase of Existing Shares shall be the date agreed between STIC SPC and DoubleU Games, which should fall within one (1) month from the date on which STIC SPC notifies DoubleU Games in writing pursuant to Article 1.2 (or, if STIC SPC and DoubleU Games fail to agree on such date, one (1) month anniversary of such date of notification), and the following shall be performed simultaneously on the closing date:

- (1) STIC SPC shall transfer its ownership of the Sale Shares to DoubleU Games, free and clear of any encumbrances or restrictions; and
- (2) DoubleU Games shall pay the Sale Price in KRW as converted based on the Reference Exchange Rate to such account as notified by STIC SPC prior to the above closing date.

- 1.5 If STIC SPC fails to give notice as set forth in Article 1.2 or the Sale and Purchase of Existing Shares is completed between STIC SPC and DoubleU Games pursuant to this Article 1, the obligation for the qualified initial public offering under Article 3.1 of the Investment Agreement, the obligation for the sale of existing shares under Article 3.2 of the Investment Agreement and the obligation for the public offering under Article 3 of the Relevant Agreement shall be deemed to have been fully performed.
- 1.6 If the Public Offering Price after the bookbuilding process is determined to be less than KRW 293,600, which is the investment price of STIC, STIC SPC and DoubleU Games shall negotiate to determine whether to further proceed with the IPO. For the avoidance of doubt, if STIC SPC and DoubleU Games fail to mutually make such determination, the IPO shall be suspended, this Supplemental Agreement shall be terminated, and STIC and DoubleU Games shall be entitled to exercise their rights and perform obligation under the Investment Agreement.
- 1.7 If STIC SPC and the Underwriters enter into a lock-up agreement in connection with the shares in the Target Company held by STIC SPC, DoubleU Games shall succeed STIC SPC's obligations under such lock-up agreement in respect of the Sale Shares when purchasing them from STIC SPC, which shall not constitute a violation of Section 1.4, Paragraph 1 above.

## **Article 2 Underwriting Fees Related to IPO**

The fees payable to the Underwriters in consideration for their underwriting performance for the IPO shall be borne by the Target Company and STIC SPC in proportion to the number of new shares to be issued by the Target Company for the issuance of ADS and the Actual Sales Volume of STIC SPC, respectively.

## **Article 3 Miscellaneous**

- 3.1 This Supplemental Agreement and any disputes arising therefrom or related thereto shall be governed, interpreted and enforced in accordance with the laws of the Republic of Korea.

- 
- 3.2 In case of any dispute arising out of this Supplemental Agreement, each Party shall seek a resolution through good-faith consultations. If the dispute is not resolved despite such consultations, it will be resolved by a trial with exclusive jurisdiction of the Seoul Central District Court.
- 3.3 Terms defined in the Investment Agreement shall have the same meaning in this Supplemental Agreement, unless defined otherwise in this Supplemental Agreement or otherwise interpreted in context.
- 3.4 This Supplemental Agreement shall be executed in both Korean and English versions, and in the event of any discrepancy between the Korean version and the English version of this Supplemental Agreement, the Korean version shall prevail.

(The following margin for seal)

In order to evidence the execution of this Supplemental Agreement, the Parties shall execute 4 copies of this Supplemental Agreement, which shall be kept by each Party.

July 16, 2021

**DoubleU Games Co., Ltd.**

**Signature (Seal): Corporate Seal**

In order to evidence the execution of this Supplemental Agreement, the Parties shall execute 4 copies of this Supplemental Agreement, which shall be kept by each Party.

July 16, 2021

**Double Down Interactive Co., Ltd.**

**Signature (Seal): Corporate Seal**

In order to evidence the execution of this Supplemental Agreement, the Parties shall execute 4 copies of this Supplemental Agreement, which shall be kept by each Party.

July 16, 2021

**STIC Special Situation Private Equity Fund**

**Signature (Seal): Corporate Seal**



In order to evidence the execution of this Supplemental Agreement, the Parties shall execute 4 copies of this Supplemental Agreement, which shall be kept by each Party.

July 16, 2021

**STIC Special Situation Diamond Limited**

**Signature (Seal): Corporate Seal**