

6-K Â Â UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 Â Â FORM 6-K Â Â
REPORT OFFOREIGN PRIVATE ISSUER PURSUANT TO RULE 13A-16 OR15D-16 UNDER THE SECURITIES
EXCHANGE ACT OF 1934 January 14, 2025 Commission file number 001-40352 Â Â Genius Sports Limited
(Translation of registrantâ€™s name into English) Â Â Genius SportsGroup 1st Floor, 27 Soho Square London, W1D-
3QR (Address of principal executive office) Â Â Indicate by check mark whether the registrant files or will file annual
reports under cover of Form 20-F or Form 40-F. Form 20-Fâ€,â˜â€fâ€fâ€fForm40-Fâ€,â˜ Indicate by check mark if the
registrant is submitting the Form6-K in paper as permitted by Regulation S-T Rule 101(b)(1):â€,â˜ Indicate by check
mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):â€,â˜ Â Â
EXPLANATORY NOTE On January 14, 2025, Genius Sports Limited (â€œGenius Sportsâ€ or the â€œCompanyâ€)
entered into an underwriting agreement (theâ€œUnderwriting Agreementâ€) by and among the Company and BTIG,
LLC (the â€œRepresentativeâ€) as representative of the several underwriters named therein (collectively, the
â€œUnderwritersâ€), relating to an underwritten publicoffering (the â€œOfferingâ€) of 17,647,059 ordinary shares of
Genius Sports, par value \$0.01 (the â€œOrdinary Sharesâ€), pursuant to Genius Sportsâ€™ registration statement on
Form F-3ASR,File No: 333-279227 (the â€œRegistration Statementâ€), originally filed with the Securities and
Exchange Commission on MayÂ 8, 2024, as supplemented by the prospectus supplement, dated January 14, 2025. The
Ordinary Shares were sold at a public offering price of \$8.50 per share, and were purchased by the Underwriters from
the Company at aprice of \$8.16 per share. On January 16, 2025, the Offering closed and the Company completed the
sale and issuance of an aggregate of 17,647,059 Ordinary Shares. The Company received net proceeds from the
Offering of approximately \$144 million,after deducting the Underwritersâ€™ commissions and estimated Offering
expenses payable by the Company. A copy of the UnderwritingAgreement is filed as Exhibit 1.1 hereto. The foregoing
description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference
to such Exhibit. A copy of the opinion of Carey Olsen (Guernsey) LLP relating to the validity of the securities issued in
the Offering is filed herewith asExhibit 5.1. The information set forth in this Form 6-K (excluding the exhibits attached
hereto)is hereby incorporated by reference into the Companyâ€™s registration statement on Form F-3 (File No: 333-
265466) and on FormS-8 (File Nos: 333-264254, 333-266904, 333-269093 and333-278001). The information set forth in
this Form 6-K (including the exhibits) is hereby incorporated by reference into the Registration Statement. Â 2
EXHIBIT INDEX Â ExhibitÂ No. Â Â Description â€‡1.1 Â Â Underwriting Agreement, dated January 14, 2025. â€‡5.1
Â Â Opinion of Carey Olsen (Guernsey) LLP. 23.1 Â Â Consent of Carey Olsen (Guernsey) LLP (included as part of
Exhibit 5.1). Â 3 SIGNATURES Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has
duly caused this report to be signed on its behalf bythe undersigned, thereunto duly authorized. Â Â Â GENIUS
SPORTS LIMITED Date: January 16, 2025 Â Â By: Â /s/ Mark Locke Â Â Name: Â Mark Locke Â Â Title: Â Chief
Executive Officer Â 4 EX-1.1 Exhibit 1.1 Genius Sports Limited 17,647,059 Ordinary Shares Â Â
UnderwritingAgreement JanuaryÂ 14, 2025 BTIG,LLC As representatives (the â€œRepresentativesâ€) of the several
Underwriters named in Schedule I hereto, c/o BTIG, LLC 65 East 55th Street New York, New York 10022 Ladies and
Gentlemen: Genius Sports Limited, acompany incorporated under the laws of Guernsey (the â€œCompanyâ€), proposes,
subject to the terms and conditions stated in this agreement (this â€œAgreementâ€), to issue and sell to the
Underwriters named in Schedule I hereto (theâ€œUnderwritersâ€) an aggregate of 17,647,059 ordinary shares (the
â€œSharesâ€), par value \$0.01 per share, of the Company (the â€œStockâ€). If no other Underwriters are listed on
Schedule I hereto, all references to theUnderwriters and the Representatives shall refer only to BTIG, LLC. 1. The
Company represents and warrants to, and agrees with, each ofthe Underwriters that: (i) An â€œautomatic shelf
registration statementâ€ as defined under Rule 405 under theSecurities Act of 1933, as amended (the â€œActâ€) on
Form F-3 (File No.Â 333-279227) in respect of the Shares has been filed with the Securities and ExchangeCommission
(the â€œCommissionâ€) not earlier than three years prior to the date hereof; such registration statement, and any post-
effective amendment thereto, became effective on filing; and no stop order suspending the effectiveness of
suchregistration statement or any part thereof has been issued and no proceeding for that purpose has been initiated or
threatened by the Commission, and no notice of objection of the Commission to the use of such registration statement
or anypost-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company
(the base prospectus filed as part of such registration statement, in the form in which it has most recently been filed
with the Commission on or prior to the date of this Agreement, is hereinafter called the â€œBase Prospectusâ€; any
preliminary prospectus (including any preliminary prospectus supplement) relating to the Shares filed with the
Commission pursuant to Rule 424(b)under the Act is hereinafter called aâ€œPreliminary Prospectusâ€; the various
parts of such registration statement, including all exhibits thereto but excluding Form T-1 and including any
prospectussupplement relating to the Shares that is filed with the Commission and deemed by virtue of Rule 430B to be
part of such registration statement, each as amended at the time such part of the registration statement became
effective, are hereinaftercollectively called the â€œRegistration Statementâ€; the Base Prospectus, as amended and
supplemented immediately prior to the Applicable Time (as defined in SectionÂ 1(a)(iii) hereof), is hereinafter called the
â€œPricingProspectusâ€; the form of the final prospectus relating to the Shares filed with the Commission pursuant to
Rule 424(b) under the Act in accordance with SectionÂ 5(a) hereof is Â hereinafter called the â€œProspectusâ€; any
reference herein to the Base Prospectus,the Pricing Prospectus, any Preliminary Prospectus or the Prospectus shall be
deemed to refer to and include the documents incorporated by reference therein pursuant to Item 6 of Form F-3 under
the Act, as ofthe date of such prospectus; any reference to any amendment or supplement to the Base Prospectus, any
Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any post-effective amendment to the
Registration Statement, anyprospectus supplement relating to the Shares filed with the Commission pursuant to Rule
424(b) under the Act and any documents filed under the Securities Exchange Act of 1934, as amended (the
â€œExchange Actâ€), and incorporated therein, ineach case after the date of the Base Prospectus, such Preliminary
Prospectus, or the Prospectus, as the case may be; any reference to any amendment to the Registration Statement shall
be deemed to refer to and include any annual report of theCompany filed pursuant to SectionÂ 13(a) or 15(d) of the
Exchange Act after the effective date of the Registration Statement that is incorporated by reference in the Registration
Statement; any oral or written communication with potentialinvestors undertaken in reliance on SectionÂ 5(d) of the
Act or Rule 163B under the Act is hereinafter called a â€œTesting-the-Waters Communicationâ€; and anyTesting-the-
Waters Communication that is a written communication within the meaning of Rule 405 under the Act is hereinafter
called a â€œWritten Testing-the-Waters Communicationâ€; and any â€œissuer free writing prospectusâ€ as defined in
Rule 405 under the Act relating to the Shares is hereinafter called anâ€œIssuer Free Writing Prospectusâ€); (ii) (A) No
order preventing or suspending the use of any PreliminaryProspectus or any Issuer Free Writing Prospectus has been

issued by the Commission, and (B) each Preliminary Prospectus, if any, at the time of filing thereof, conformed in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances underwhich they were made, not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information (as defined in Section 9(b) of this Agreement); (iii) For the purposes of this Agreement, the Applicable Time is 5:40 p.m. (Eastern time) on the date of this Agreement; the Pricing Prospectus, as supplemented by the information listed on Schedule II(c) hereto, taken together (collectively, the Pricing Disclosure Package), as of the Applicable Time, did not, and as of the Time of Delivery (as defined in Section 4(a) of this Agreement) will not, 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 under which they were made, not misleading; and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication does not conflict with the information contained in the Registration Statement, the Pricing Prospectus or the Prospectus, and each Issuer Free Writing Prospectus and each Written Testing-the-Waters Communication, as supplemented by and taken together with the Pricing Disclosure Package, as of the Applicable Time, did not, and as of the Time of Delivery, will not, 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 under which they were made, not misleading; provided, however, that this representation and warranty shall not apply to statements or omissions made in reliance upon and in conformity with the Underwriter Information; (iv) The documents incorporated by reference in the Pricing Prospectus and the Prospectus, when they became effective or were filed with the Commission, as the case may be, conformed in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder, and none of such documents contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and any further documents so filed and incorporated by reference in the Pricing Prospectus and the Prospectus or any further amendment or supplement thereto, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and no such or any other documents were filed with the Commission since the Commissions close of business on the business day immediately prior to the date of this Agreement and prior to the execution of this Agreement, except as set forth on Schedule II(b) hereto; (v) The Registration Statement conforms, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus will conform, in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of the Time of Delivery, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Underwriter Information; (vi) Neither the Company nor any of its subsidiaries has, since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, (i) sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree or (ii) 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, in each case otherwise than as set forth or contemplated in the Pricing Prospectus; and, since the respective dates as of which information is given in the Registration Statement and the Pricing Prospectus, there has not been (x) any change in the shares of capital stock (other than as a result of (i) the exercise, if any, of share or stock options or the award, if any, of share or stock options or restricted shares or stock in the ordinary course of business pursuant to the Companys equity plans that are described in the Pricing Prospectus and the Prospectus, (ii) the issuance, if any, of shares or stock upon conversion or exercise of Company securities as described in the Pricing Prospectus and the Prospectus or (iii) as otherwise set forth or contemplated in the Pricing Prospectus and the Prospectus) or long-term debt of the Company or any of its subsidiaries or (y) any Material Adverse Effect (as defined below); as used in this Agreement, Material Adverse Effect shall mean any material adverse change or effect, or any development involving a prospective material adverse change or effect, in or affecting (i) the business, properties, general affairs, management, financial position, shareholders equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (ii) the ability of the Company to perform its obligations under this Agreement, A 3 including the issuance and sale of the Shares, or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus; (vii) The Company and its subsidiaries have good and marketable title in fee simple to all real property and good and marketable title to all personal property owned by them, in each case free and clear of all liens, encumbrances and defects except such as are described in the Pricing Prospectus and the Prospectus or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its subsidiaries; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid, subsisting and enforceable leases (subject to the effects of (i) bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights or remedies of creditors generally; (ii) the application of general principles of equity (including without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether enforcement is considered in proceedings at law or equity); and (iii) applicable law and public policy with respect to rights to indemnity and contribution) with such exceptions as are not material and do not materially interfere with the use made and proposed to be made of such property and buildings by the Company and its subsidiaries; (viii) Each of the Company and each significant subsidiary (as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Act) of the Company (each, a Significant Subsidiary) has been (i) duly incorporated or formed, as the case may be, and is validly existing and in good standing (where such concept exists) under the laws of its jurisdiction of incorporation or formation, as the case may be, with power (corporate or other) and authority to own or lease its properties and conduct its business as described in the Pricing Prospectus, and (ii) duly qualified as a foreign corporation for the transaction of business and is in good standing.

(where such concept exists) under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except, in the case of clause (i), with respect to any Significant Subsidiary and clause (ii), with respect to each of the Company and each Significant Subsidiary, where the failure to be so qualified or in good standing would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and each Significant Subsidiary has been listed in the Registration Statement; (ix) The Company has an authorized capital (if any) as set forth in the Pricing Prospectus and all of the issued shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable and conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and all of the issued shares of capital stock of each subsidiary have been duly authorized and validly issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims, except for such liens, encumbrances, equities or claims described in the Pricing Prospectus and the Prospectus; and the Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided herein, will be duly and validly issued and fully paid and non-assessable and will conform in all material respects to the description of the Stock contained in the Pricing Disclosure Package and the Prospectus; and the issuance of the Shares is not subject to any preemptive or similar rights; (x) The issue and sale of the Shares and the performance by the Company of its obligations under this Agreement and the consummation of the transactions contemplated by this Agreement and the Pricing Prospectus will not result in a breach or violation of any of the terms or provisions of, or constitute a default under, (A) any indenture, mortgage, deed of trust, loan agreement, credit facility, lease 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 of the property or assets of the Company or any of its subsidiaries is subject, (B) the certificate of incorporation or by-laws (or other applicable organizational document) of the Company or any of its subsidiaries, or (C) any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, except, in the case of clauses (A) and (C), for such breaches or violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and no consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of the transactions contemplated by this Agreement, except (i) such as have been obtained under the Act, (ii) such as may be required by the Financial Industry Regulatory Authority (FINRA), (iii) such consents, approvals, authorizations, orders, registrations or qualifications as may have been obtained or as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters, (iv) post-closing notices to certain state or foreign regulatory bodies that the transactions contemplated by this Agreement have been consummated, (v) filings with, notices to or approvals from the applicable gaming authorities, which have been made or obtained or will be obtained at or prior to the closing date of the transactions contemplated by this Agreement, and (vi) the approval for listing the Shares on the New York Stock Exchange (the Exchange); (xi) Neither the Company nor any of its subsidiaries is (i) in violation of its certificate of incorporation or by-laws (or other applicable organization document), (ii) in violation of any statute or any judgment, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its subsidiaries or any of their properties, or (iii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which it is a party or by which it or any of its properties may be bound, except, in the case of the foregoing clauses (ii) and (iii), for such violations or defaults that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (xii) The statements set forth in the Pricing Prospectus and the Prospectus under the caption "Description of Share Capital and Article of Incorporation", insofar as they purport to constitute a summary of the terms of the Stock, and under the caption "Material Tax Considerations" and under the caption "Underwriting", insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate summaries of such laws and documents in all material respects; provided, however, that this representation and warranty shall not apply to any statements or omissions made in reliance and in conformity with any Underwriter Information; (xiii) Other than as set forth in the Pricing Prospectus, there are no legal, governmental or regulatory investigations, actions, demands, claims, suits, arbitrations, inquiries or proceedings (Actions) pending to which the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is a party or of which any property or assets of the Company or any of its subsidiaries or, to the Company's knowledge, any officer or director of the Company is the subject which, if determined adversely to the Company or any of its subsidiaries (or such officer or director), would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and, to the Company's knowledge, no such proceedings are threatened or contemplated by any governmental or regulatory authorities or others; there are no current or pending Actions that are required under the Act to be described in the Registration Statement or the Pricing Prospectus that are not so described therein; and there are no statutes, regulations or contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement and the Pricing Prospectus; (xiv) The Company is not and, after giving effect to the offering and sale of the Shares and the application of the proceeds thereof, will not be an investment company, as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act"); (xv) (A) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or form of prospectus), and (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the Act) made any offer relating to the Shares in reliance on the exemption of Rule 163 under the Act, the Company was a well-known seasoned issuer as defined in Rule 405 under the Act; and (B) 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 Act) of the Shares, and at the date hereof, the Company was not and is not an ineligible issuer as defined in Rule 405 under the Act; (xvi) WithumSmith+Brown, PC, who have certified certain financial statements of the Company and its subsidiaries, are independent public accountants as required by the Act and the rules and regulations of the Commission thereunder; (xvii) The Company and its subsidiaries have (A) paid all federal, state, local and foreign taxes required to be paid by

each of them through the date hereof, except with respect to matters contested in good faith by appropriate proceedings and as to which adequate reserves have been provided in accordance with U.S. generally accepted accounting principles (â€œGAAPâ€) or international financial reporting standards (â€œIFRSâ€), as applicable, and (B) filed all tax returns required to be filed by each of them through the date hereof, in each case, except where the failure to so pay or file would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as otherwise disclosed in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, there is no tax deficiency that has been asserted against the Company or any of its subsidiaries or any of their respective properties or assets which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; (xviii)[Reserved]; (xix) Except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company and its subsidiaries possess all licenses, sub-licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Pricing Prospectus 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 notice of any revocation or modification of any such license, sub-license, certificate, permit or authorization or has any reason to believe that any such license, sub-license, certificate, permit or authorization will not be renewed in the ordinary course, which, in each case, individually or in the aggregate, if the subject of an unfavorable ruling or decision as to the Company or a subsidiary, would reasonably be expected to have a Material Adverse Effect; (xx) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the Exchange Act) that (i) complies with the requirements of the Exchange Act applicable to the Company, (ii) has been designed by the Companyâ€™s principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles and (iii) is designed to provide reasonable assurance that (A) transactions are executed in accordance with managementâ€™s general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets, (C) access to assets is permitted only in accordance with managementâ€™s general or specific authorization and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and the Companyâ€™s internal control over financial reporting is effective and except as disclosed in the Pricing Prospectus, the Company is not aware of any material weaknesses in its internal control over financial reporting (it being understood that this paragraph shall not require the Company to comply with Section 404 of the Sarbanes Oxley Act of 2002, as amended (the â€œSarbanes Oxley Actâ€) as of an earlier date than it would otherwise be required to so comply under applicable law); (xxi) Since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus, there has been no change in the Companyâ€™s internal control over financial reporting that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the Companyâ€™s internal control over financial reporting; (xxii) The Company maintains a 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 applicable to the Company; and such disclosure controls and procedures have been designed to ensure that material information relating to the Company and its subsidiaries is made known to the Companyâ€™s principal executive officer and principal financial officer by others within those entities; and such disclosure controls and procedures are effective; (xxiii) The Company and its subsidiaries taken as a whole are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are, commercially reasonable and customary for the conduct of their collective business; and neither the Company nor any subsidiary has 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 from similar insurers as may be necessary to continue its business; (xxiv) The Company has full right, power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Agreement and the consummation of the transactions contemplated hereby has been duly and validly taken. This Agreement has been duly authorized, executed and delivered by the Company; (xxv) 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, agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries has in the past five years (i) made, offered, promised or authorized any unlawful contribution, gift, entertainment or other unlawful expense (or taken any act in furtherance thereof); (ii) made, offered, promised or authorized any direct or indirect unlawful payment; or (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations thereunder, the Bribery Act 2010 of the United Kingdom or any other applicable anti-corruption, anti-bribery or related law, statute or regulation (collectively, â€œAnti-Corruption Lawsâ€); the Company and its subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted and maintained and will continue to maintain policies and procedures reasonably designed to promote and achieve compliance with such laws and with the representations and warranties contained herein; neither the Company nor any of its subsidiaries will use, directly or indirectly, the proceeds of the offering in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of Anti-Corruption Laws; (xxvi) The operations of the Company and its subsidiaries are and have been conducted at all times in the past five years in compliance with the requirements of all applicable anti-money laundering laws, regulations or orders relating to money laundering, terrorist financing or the proceeds of criminal activity, including, but not limited to, (i) the Bank Secrecy Act of 1970, as amended by the USA PATRIOT ACT of 2001, and the rules and regulations promulgated thereunder; (ii) the European Union Money Laundering Directives and member statesâ€™ implementing legislation; (iii) the UK Terrorism Act 2000; and (iv) the anti-money laundering laws of the various jurisdictions in which the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the â€œMoney Laundering Lawsâ€) 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 Money Laundering Laws is pending or, to the knowledge of the Company, threatened; (xxvii) 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, agent, affiliate or other person associated with or acting on behalf of the Company or any of its subsidiaries is an individual or entity (â€œPersonâ€) that is or is owned or controlled by one or more Persons that are: (i)Â 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(â€œOFACâ€), the U.S. Department of Commerce, or the U.S. Department of State and including, without limitation, the designation as a â€œespecially designated nationalâ€ or â€œblocked person,â€ the European Union or any EuropeanUnion member state, His Â 8 Majestyâ€™s Treasury, the United Nations Security Council, or any other relevant sanctions authority (collectively, â€œSanctionsâ€), or (ii)Â located, organized, or resident in a country or territory that is the subject or target of Sanctions (a â€œSanctioned Jurisdictionâ€), and the Company will not directly or knowingly indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person (i)Â to fund or facilitate any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions or (ii)Â 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; neither the Company nor any of its subsidiaries is engaged in, will engage in, or has, at any time in the past five years, engaged in, any dealings or transactions with or involving any Person that was or is, as applicable, at the time of such dealing or transaction, (i)Â the subject or target of Sanctions or (ii)Â with any Sanctioned Jurisdiction in violation of Sanctions; the Company and its subsidiaries have instituted, and maintain, policies and procedures designed to promote and achieve continued compliance with Sanctions; (xxviii) The financial statements included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus, together with the related schedules and notes thereto, comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act, as applicable, and present fairly the financial position of the Company and its subsidiaries at the dates indicated and the statement of operations, shareholdersâ€™ equity and cash flows of the Company and its subsidiaries for the periods specified; said financial statements have been prepared in conformity with GAAP applied on a consistent basis throughout the periods presented, except as may be expressly stated in the notes thereto. The supporting schedules, if any, included or incorporated by reference in the Registration Statement, the Pricing Prospectus, and the Prospectus present fairly in all material respects and in accordance with GAAP the information required to be stated therein. The summary historical consolidated financial information included or incorporated by reference in the Registration Statement, the Pricing Prospectus and the Prospectus present fairly in all material respects the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included or incorporated by reference therein. Except as included or incorporated by reference therein, no historical or pro forma financial statements or supporting schedules are required to be included or incorporated by reference in the Registration Statement, the Pricing Prospectus or the Prospectus under the Act or the rules and regulations promulgated thereunder. All disclosures contained in the Registration Statement, the Pricing Prospectus and the Prospectus regarding â€œnon-GAAP financial measuresâ€ (as such term is defined by the rules and regulations of the Commission) comply in all material respects with Regulation G of the Exchange Act and Item 10 of Regulation S-K of the Act, to the extent applicable; (xxix)[Reserved]; (xxx) None of the Company, its subsidiaries or any agent acting on their behalf has taken or will take any action that would cause this Agreement or the sale of the Shares to violate Regulation T, U or X of the Board of Governors of the Federal Reserve System, in each case as in effect, or as the same may hereafter be in effect, on the closing date of the transactions contemplated by this Agreement; (xxxi) Nothing has come to the attention of the Company that has caused the Company to believe that the industry statistical and market-related data included or incorporated by reference Â 9 in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus is not based on or derived from sources that the Company believes to be reliable and accurate, and such data is consistent with the sources from which they are derived, in each case, in all material respects; (xxxii) There is and has been no failure on the part of the Company, or to the knowledge of the Company, any of the Companyâ€™s directors or officers, in their capacities as such, to comply with the applicable provisions of the Sarbanes-Oxley Act and the rules and regulations promulgated in connection therewith; (xxxiii) The Company has not taken, directly or indirectly, without giving effect to activities by the Underwriters (or any affiliate or agent of any Underwriters) or as contemplated by this Agreement, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares; (xxxiv) Nothing has come to the attention of the Company that has caused it to believe that the forward-looking statements (within the meaning of SectionÂ 27A of the Act and SectionÂ 21E of the Exchange Act) contained in the Registration Statement, the Pricing Disclosure Package or the Prospectus have been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith; (xxxv) Except as described in each of the Registration Statement, the Pricing Disclosure Package and the Prospectus, 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 the Company or any of its subsidiaries or any Underwriter for a brokerage commission, finderâ€™s fee or like payment in connection with the offering and sale of the Shares; (xxxvi) The Company and its subsidiaries own or have a valid right to access and use as used in their businesses all material information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases used by or for the Company and its subsidiaries (collectively, â€œIT Systemsâ€). The Company and its subsidiariesâ€™ IT Systems (A)Â are in all material respects 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, (B)Â have not materially malfunctioned or failed in any manner that has resulted in a material disruption to the business of the Company or any of its subsidiaries, and (C)Â are free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware, malicious code, and other corruptants. The Company and its subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards consistent with applicable regulatory standards and reasonable industry practices to maintain and protect their material confidential information and the integrity, confidentiality, availability and continuous operation, backup, disaster recovery, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data) used, gathered, or processed in connection with their businesses as currently conducted, and, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there have been no breaches, violations, outages of unauthorized uses of or accesses to, or other similar incidents related to the same (except for those that have been remedied without material cost or liability or the duty to notify any other person) nor are any such incidents under internal review or investigations relating to the same. The Company and its subsidiaries have in the

past three (3) years complied (and are presently in compliance) in all material respects with all applicable laws, rules or regulations, internal 10 policies and contractual obligations relating to the privacy and security of IT Systems and Personal Data (as defined below) and to the protection of such IT Systems and Personal Data from loss and against any unauthorized use, access, misappropriation, misuse, disclosure, modification or other similar incident; (xxxvii) Except as described in each of the Registration Statement, the Pricing Disclosure Package or the Prospectus, the Company and its subsidiaries operate and have operated their businesses in a manner compliant with all applicable privacy, data security and data protection laws, rules and regulations of any governmental or regulatory authority, all contractual obligations and all Company privacy policies (collectively, "Privacy Rules"), in each case, applicable to the Company's or its subsidiaries' collection, handling, usage, disclosure, transfer, storage, and other processing, whether or not done by automated means, of all data or information relating to a natural person who can be directly or indirectly identified from that information, whether in isolation or when combined with other information, or otherwise constitutes personal data, personal information or personally identifiable information, including IP addresses and device identifiers under applicable Privacy Rules ("Personal Data"), except in each case to the extent that failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the extent required to maintain compliance with applicable Privacy Rules, the Company and its subsidiaries have required and do require all third parties to which they provide any Personal Data to maintain the privacy and security of such Personal Data, including by contractually requiring such third parties to protect such Personal Data from unauthorized access by and/or disclosure to any unauthorized third parties. Except as disclosed in the Registration Statement, the Pricing Disclosure Package or the Prospectus, and 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 not experienced any unauthorized access to, unauthorized disclosure of, or other similar incident related to Personal Data maintained by the Company or its subsidiaries and (B) the Company and its subsidiaries have not received any complaints, claims, audits, investigations, lawsuits, enforcement actions, consent orders or allegations related to IT System security related incidents, violations of Privacy Rules by the Company or any of its subsidiaries or otherwise related to the collection, handling, usage, disclosure, transfer, storage, security or other processing of Personal Data; (xxxviii) The Company and its subsidiaries own all right, title, and interest in and to all patents, trademarks, service marks, patent applications, trade names, copyrights, trade secrets, domain names, know-how, proprietary rights and processes and other intellectual property (including all registrations and applications thereof and all goodwill associated therewith) anywhere in the world, (collectively, "Intellectual Property") owned or purported to be owned, in whole or in part, by the Company and its subsidiaries (collectively, "Owned IP") and own or otherwise have the valid right to use all Intellectual Property and IT Systems that are used in or necessary to conduct the business of the Company and its subsidiaries as currently conducted and as described in the Registration Statement, Pricing Disclosure Package and the Prospectus, in each case, free and clear of all liens, encumbrances, or orders, except where the failure to so own or possess or have a valid right to use would not reasonably be expected to result in a Material Adverse Effect. Except as set forth in the Registration Statement, Pricing Disclosure Package and the Prospectus and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there are no outstanding options, licenses or agreements of any kind relating to the Owned IP or to which the Company or any of its subsidiaries are a party or are otherwise bound that are required to be set forth therein. (1) Except as would not, individually or in the aggregate, reasonably be expected to have a materially adverse impact on the Company or its subsidiaries or the operation of any of their businesses, to the Company's knowledge, there has not been any infringement, misappropriation or other violation by any third party of any Owned IP. Except as would not, individually or in the aggregate, reasonably be expected to have a materially adverse impact on the Company or its subsidiaries or the operation of any of their businesses, neither the Company or its subsidiaries nor the operation of their businesses has in the past six (6) years infringed, misappropriated or otherwise violated, nor currently infringes, misappropriates or otherwise violates the Intellectual Property of any other person or entity. Except as disclosed in the Registration Statement, Pricing Disclosure Package and the Prospectus, and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, neither the Company nor any of its subsidiaries has received in the last six (6) years any written communications alleging that the Company or any of its subsidiaries has violated, infringed or misappropriated any of the Intellectual Property of any other person or entity that have not been resolved in a commercially reasonable manner, nor are the Company or any of its subsidiaries otherwise aware of any pending or threatened claim alleging infringement, misappropriation or other violation of any such Intellectual Property, or challenging the validity, enforceability, scope or ownership of any Owned IP. Except as would not, individually or in the aggregate, reasonably be expected to have a materially adverse impact on the Company or its subsidiaries or the operation of any of their businesses, the Company and its subsidiaries have taken commercially reasonable measures to prevent the unauthorized dissemination or publication of their trade secrets or other material confidential information and, to the extent contractually required to do so, the trade secrets or other confidential information of third parties in their possession. To the knowledge of the Company, the Company and its subsidiaries have used and distributed all software and other materials distributed under a "free," "open source" or similar licensing model (including but not limited to the GNU General Public License, GNU Lesser General Public License and GNU Affero General Public License) ("Open Source Materials") in compliance in all material respects with all license terms applicable to such Open Source Materials. Except as would not, individually or in the aggregate, reasonably be expected to have a materially adverse impact on the Company or its subsidiaries or the operation of any of their businesses, neither the Company nor any of its subsidiaries has used or distributed any Open Source Materials in a manner that requires or has required the Company or any of its subsidiaries to (A) permit a third party to reverse-engineer or disassemble in any way, (B) disclose or distribute to third parties in source code form or at no charge, or (C) license to third parties for the purpose of making derivative works, any products or services owned by the Company or any of its subsidiaries, or any software code or other technology owned by the Company or any of its subsidiaries; (xxxix) Each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is sponsored or maintained by the Company or any of its subsidiaries or with respect to which the Company or any of its subsidiaries has liability, including on account of any member of its "Controlled Group" (defined as any entity, whether or not incorporated, that is under common control with the Company within the meaning of Section 4001(a)(14) of ERISA or any entity that is regarded as a single employer with the Company under Section 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986, as amended (the "Code")), in each case, other than a multiemployer plan (as defined in Section 3(7) of ERISA) (each, a "Plan"), has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including A

12 but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 or Title IV of ERISA, no such Plan has failed (whether or not waived), to satisfy the minimum funding standards (within the meaning of Section 302 of ERISA or Section 412 of the Code) applicable to such Plan; (iv) neither the Company nor any of its subsidiaries has incurred, including on account of any member of the Controlled Group, any material liability under Title IV of ERISA in respect of a Plan or a multiemployer plan, within the meaning of Section 4001(a)(3) of ERISA; (v) each Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or may rely upon a favorable opinion or advisory opinion, as applicable, from the Internal Revenue Service, and, to the Company's knowledge, nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification; and (vi) to the Company's knowledge, there is no pending audit or investigation by the U.S. Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any non-U.S. regulatory agency with respect to any Plan, except in each case with respect to the events or conditions set forth in (i) through (vi) hereof, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except as would not, individually or in the aggregate, have, or reasonably be expected to have, a Material Adverse Effect, (A) there has not occurred nor is there reasonably likely to occur a material increase in the aggregate amount of contributions required to be made to all Plans required to be funded pursuant to Section 412 of the Code or Section 302 of ERISA by the Company or its subsidiaries in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the Company's and its subsidiaries most recently completed fiscal year, and (B) neither the Company nor any of its subsidiaries has or has had any accumulated post-retirement benefit obligations (within the meaning of Statement of Financial Accounting Standards 106) with respect to any Plan; (xi) The Company is a foreign private issuer as defined in Rule 405 under the Act; (xli) (i) Where required to do so under applicable gaming law or as requested by any gaming regulatory authority, all relevant directors, officers, contractors and employees of the Company have obtained and hold personal management licenses (or jurisdictional equivalent license) and those licenses, registrations or findings of suitability are in full force and effect, except where the failure to obtain or maintain such licenses would not have a Material Adverse Effect; (ii) The Company has not, to the knowledge of the Company, done or omitted to do anything in breach of the applicable gaming laws of any jurisdictions in which it holds a relevant gaming license, except for any breach that would not reasonably be expected to have a Material Adverse Effect; and (iii) The Company has not received a written notice from a governmental entity alleging that the business of the Company infringes or violates any applicable gaming law in any material respect or is in material breach of the terms of any relevant gaming license held by the Company or that such a governmental entity intends to pursue any review or investigation which might conclude with the imposition of any material sanction on the Company; (xlii) To the Company's knowledge, no relationship, direct or indirect, exists between or among the Company or any subsidiary, on the one hand, and the directors, officers, 13 shareholders or other affiliates of the Company or any subsidiary, on the other, that is required by the Act to be described in each of the Registration Statement and the Pricing Prospectus and that is not so described in such documents and in the Pricing Disclosure Package; (xliii) No material labor dispute with the employees of the Company or any subsidiary exists, or, to the knowledge of the Company, is imminent; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers or contractors that could, singly or in the aggregate, have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole; (xliv) The Company and each subsidiary (A) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (Environmental Laws), (B) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (C) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole; (xlv) Neither the Company nor any of its subsidiaries or their properties or assets has immunity under Guernsey, 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 Guernsey, 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 arise out of, or relating to the transactions contemplated by this Agreement, may at any time be commenced, the Company has, pursuant to Section 21 of this Agreement, waived, and it will waive, or will cause its subsidiaries to waive, such right to the extent permitted by law; (xlvi) As of the date of this Agreement, and subject to the restrictions described under the caption "Enforcement of Civil Liabilities" in the Pricing Disclosure Package and the Prospectus, the courts of Guernsey would recognize as a valid judgment any final judgment for a fixed or determined sum of money obtained against the Company in the courts of the State of New York under this Agreement; (xvii) The choice of law of the State of New York as the governing law of this Agreement is a valid choice of law under the laws of Guernsey and will be honored by the courts of Guernsey, subject to the restrictions described under the caption "Enforcement of Civil Liabilities" in the Pricing Disclosure Package and the Prospectus. The Company has the power to submit, and pursuant to Section 18 of this Agreement, has legally, validly, effectively and irrevocably submitted, to the personal jurisdiction of each New York state and United States federal court sitting in the City of New York and has validly and irrevocably waived any objection to the laying of venue of any suit, action or proceeding brought in such court; (xviii) The indemnification and contribution provisions set forth in Section 9 hereof do not contravene Guernsey law or public policy; and (xix) The legality, validity, enforceability or admissibility into evidence of any of the Pricing Disclosure Package and the Prospectus or this Agreement in any jurisdiction in which the Company is organized or does business is not dependent upon such document being submitted into, filed or recorded with any court or other authority in any such jurisdiction on or before the date hereof or that any tax, imposition or charge be paid in any such jurisdiction on or in respect of any such document. 2. Subject to the terms and

conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price per share of \$8.16, the number of Shares set forth opposite the name of such Underwriter in Schedule I hereto. 3. Upon the authorization by you of the release of the Shares, the several Underwriters propose to offer the Shares for sale upon the terms and conditions set forth in the Pricing Prospectus and the Prospectus. 4. (a) The Shares to be purchased by each Underwriter hereunder, in definitive or book-entry form, and in such authorized denominations and registered in such names as the Representatives may request upon at least twenty-four hours[™] prior notice to the Company shall be delivered by or on behalf of the Company to the Representatives, through the facilities of the Depository Trust Company (â€œDTCâ€), for the account of such Underwriter, against payment by or on behalf of such Underwriter of the purchase price therefor by wire transfer of Federal (same-day) funds to the account specified by the Company to the Representatives at least forty-eight hours in advance. The Company will cause the certificates, if any, representing the Shares to be made available for checking and packaging at least twenty-four hours prior to the Time of Delivery (as defined below) with respect thereto at the office of DTC or its designated custodian (the â€œDesignated Officeâ€). The time and date of such delivery and payment shall be 9:30 a.m., New York time, on January 16, 2025 or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date are herein called the â€œTime of Deliveryâ€. (b) The documents to be delivered at the Time of Delivery by or on behalf of the parties hereto pursuant to Section 8 hereof, including the cross receipt for the Shares and any additional documents requested by the Underwriters pursuant to Section 8(l) hereof will be delivered at the offices of Davis Polk & Wardwell LLP, 450 Lexington Ave, New York, NY 10017, or at such other location, including remotely via electronic means, as the Underwriters and the Company may agree upon in writing (the â€œClosing Locationâ€), and the Shares will be delivered at the Designated Office, all at the Time of Delivery or at such other location, including remotely via electronic means, as the Underwriters and the Company may agree upon in writing. A meeting will be held at the Closing Location at 9:30 a.m., New York City time, on the New York Business Day next preceding the Time of Delivery, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 4, â€œNew York Business Dayâ€ shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close. 5. The Company agrees with each of the Underwriters: (a) To prepare the Prospectus in a form approved by you and to file such Prospectus pursuant to Rule 424(b) under the Act not later than the Commissionâ€™s close of business on the second business day following the execution and delivery of this Agreement, or, if applicable, 15 such earlier time as may be required by Rule 430A(a)(3) under the Act; to make no further amendment or any supplement to the Registration Statement or the Prospectus prior to the Time of Delivery of which you disapprove in writing promptly after reasonable notice thereof; to advise you, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has been filed or becomes effective or any amendment or supplement to the Prospectus has been filed and to furnish you with copies thereof; to file promptly all material required to be filed by the Company with the Commission pursuant to Rule 433(d) under the Act; to file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required in connection with the offering or sale of the Shares; to advise you, promptly after it receives notice thereof, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus in respect of the Shares, of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act, of the suspension of the qualification of the Shares for offering or sale in any jurisdiction, of the initiation or threatening of any proceeding for any such purpose or pursuant to Section 8A of the Act, or of any request by the Commission for the amending or supplementing of the Registration Statement or the Prospectus or for additional information; and, in the event of the issuance of any stop order or of any order preventing or suspending the use of any Preliminary Prospectus or other prospectus or suspending any such qualification, to promptly use its best efforts to obtain the withdrawal of such order; and in the event of any such issuance of a notice of objection, promptly to take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Shares by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement); (b) If required by Rule 430B(h) under the Act, to prepare a form of prospectus in a form approved by you and to file such form of prospectus pursuant to Rule 424(b) under the Act not later than may be required by Rule 424(b) under the Act; and to make no further amendment or supplement to such form of prospectus which shall be disapproved by you promptly after reasonable notice thereof; (c) If by the third anniversary (the â€œRenewal Deadlineâ€) of the initial effective date of the Registration Statement, any of the Shares remain unsold by the Underwriters, the Company will file, if it has not already done so and is eligible to do so, a new automatic shelf registration statement relating to the Shares, in a form satisfactory to you. If at the Renewal Deadline the Company is no longer eligible to file an automatic shelf registration statement, the Company will, if it has not already done so, file a new shelf registration statement relating to the Shares, in a form satisfactory to you and will use its best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Deadline. The Company will take all other action necessary or appropriate to permit the public offering and sale of the Shares to continue as contemplated in the expired registration statement relating to the Shares; References herein to the Registration Statement shall include such new automatic shelf registration statement or such new shelf registration statement, as the case may be; (d) Promptly from time to time to take such action as you may reasonably request to qualify the Shares for offering and sale under the securities laws of such jurisdictions as you 16 reasonably may request and to comply with such laws so as to permit the continuance of sales and dealings therein in such jurisdictions for as long as may be necessary to complete the distribution of the Shares, provided that in connection therewith the Company shall not be required to qualify as a foreign corporation (where not otherwise required) or to file a general consent to service of process in any jurisdiction (where not otherwise required) or subject itself to taxation in any jurisdiction (in which it is not now subject to taxation); (e)(i) On the New York Business Day next succeeding the date of this Agreement (or such later time as may be agreed to by the Company and the Underwriters) and from time to time, to furnish the Underwriters with written and electronic copies of the Prospectus in New York City in such quantities as you may reasonably request. (ii) if the delivery of a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is required at any time prior to the expiration of nine months after the time of issue of the Prospectus in connection with the offering or sale of the Shares and if at such time any event shall have occurred as a

result of which the Prospectus as then amended or supplemented would include an 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 under which they were made when such Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) is delivered, not misleading, or, if for any other reason it shall be necessary during such same period to amend or supplement the Prospectus or to file under the Exchange Act any document incorporated by reference therein in order to comply with the Act or the Exchange Act, to notify you and upon your request to file such document and to prepare and furnish without charge to each Underwriter and to any dealer in securities as many written and electronic copies as you may from time to time reasonably request of an amended Prospectus or a supplement to the Prospectus which will correct such statement or omission or effect such compliance; and in case any Underwriter is required to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the Act) in connection with sales of any of the Shares at any time nine months or more after the time of issue of the Prospectus, upon your request but at the expense of such Underwriter, to prepare and deliver to such Underwriter as many written and electronic copies as you may request of an amended or supplemented Prospectus complying with Section 10(a)(3) of the Act; (f) To make generally available to its securityholders as soon as practicable (which may be satisfied by filing with the Commission's Electronic Data Gathering Analysis Retrieval System ("EDGAR"), but in any event not later than sixteen months after the effective date of the Registration Statement (as defined in Rule 158(c) under the Act), an earnings statement of the Company and its subsidiaries (which need not be audited) complying with Section 11(a) of the Act and the rules and regulations of the Commission thereunder (including, at the option of the Company, Rule 158); (g) During the period beginning from the date hereof and continuing to and including the date 45 days after the date of the Prospectus (the "Company Lock-Up Period"), not to, without the prior written consent of the Representatives, (i) offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise transfer or dispose of, directly or indirectly, or file with or confidentially submit to the Commission a registration statement under the Act relating to, any securities of the Company that are substantially similar to the Shares, including but not limited to any options or warrants to purchase shares of Stock or any securities that are convertible into or exchangeable for, or that represent the right to receive Stock or any such substantially similar securities, or publicly disclose the intention to make any offer, sale, 17 pledge, disposition or filing 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 Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Stock or such other securities, in cash or otherwise; provided, however, that the foregoing restrictions shall not apply to (a) the Shares to be sold hereunder, (b) the issuance or transfer of Stock by the Company upon the exercise, settlement or vesting of equity securities of the Company outstanding as of the date of this Agreement pursuant to the Company's equity plans described in the Pricing Prospectus and Prospectus (including the documents incorporated by reference therein), (c) any issuance or transfer of Stock of the Company upon the conversion, exercise or exchange of convertible, exercisable or exchangeable securities outstanding as of the date of this Agreement, (d) the issuance by the Company of any Stock or Securities convertible into, exchangeable for or that represent the right to receive Stock, in each case pursuant to the Genius Sports Limited 2021 Restricted Share Plan, the Genius Sports Limited 2021 Option Plan, the Genius Sports Limited 2022 Omnibus Incentive Plan or the Company's equity plans, as described in the Pricing Prospectus and the Prospectus (including the documents incorporated by reference therein), (e) the entry by the Company into one or more agreements providing for, and the issuance of, up to 10% of the outstanding shares of Stock, or securities convertible into, exercisable for, or which are otherwise exchangeable for, Stock, immediately following the Time of Delivery, in acquisitions of the securities, business, property or assets of another person or entity, joint ventures, commercial relationships or other similar strategic transactions or pursuant to any employee benefit plan assumed by the Company in connection with any such acquisition; provided that any securities issued pursuant to any such agreements will be subject to the restrictions set forth in this Section 5(g), (f) the filing of any registration statement on Form S-8 relating to securities granted or to be granted pursuant to any compensation plan described in the Prospectus or any assumed benefit plan pursuant to an acquisition or similar strategic transaction, or (g) the filing of any registration statement pursuant to the Company's obligations under the Amended and Restated Investor Rights Agreement and/or the Subscription Agreements, in each case, initially entered into in connection with the Company's business combination with dMY Technology Group, Inc. II; (h) To pay the required Commission filing fees relating to the Shares within the time required by Rule 456(b)(1) under the Act without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) under the Act; (i) [reserved]; (j) During a period of two years from the effective date of the Registration Statement, so long as the Company is subject to the reporting requirements of either Section 13 or Section 15(d) of the Exchange Act, to furnish to you copies of all reports or other communications (financial or other) furnished to shareholders, and to deliver to you as soon as practicable after they are available, copies of any reports and financial statements furnished to or filed with the Commission or any national securities exchange on which any class of securities of the Company is listed (such financial statements to be on a consolidated basis to the extent the accounts of the Company and its subsidiaries are consolidated in reports furnished to its shareholders generally or to the Commission); provided, however, that no reports, communications or financial statements need to be furnished or delivered pursuant to this Section 5(j) to the extent they are available on EDGAR; (k) Upon request of any Underwriter, to furnish, or cause to be furnished, to such Underwriter an electronic version of the Company's trademarks, service marks and corporate logo for use on the website, if any, operated by such Underwriter for the purpose of facilitating the on-line offering of the Shares (the "License"); provided, however, that the License shall be used solely for the purpose described above, is granted without any fee and may not be assigned or transferred; (l) [Reserved]; and (m) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Act an Issuer Free Writing Prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

6. (a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a "free writing prospectus" as defined in Rule 405 under the Act; and each Underwriter represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Shares that would constitute a free writing prospectus required to be filed with the Commission; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II(a) hereto; (b) The Company has complied and will comply with the requirements of Rule 433(d) under the Act applicable to any Issuer Free Writing Prospectus, including timely filing with the Commission or retention where required and legend; (c) The Company agrees that if at any time following issuance of an Issuer Free Writing Prospectus or

Written Testing-the-Waters Communication any event occurred or occurs as a result of which such Issuer Free Writing Prospectus or Written Testing-the-Waters Communication would conflict with the information in the Registration Statement, the Pricing Prospectus or the Prospectus or would include an 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 then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter an Issuer Free Writing Prospectus, Written Testing-the-Waters Communication or other document which will correct such conflict, statement or omission; (d) The Company represents and agrees that (i) it has not engaged in, or authorized any other person to engage in, any Testing-the-Waters Communications, other than Testing-the-Waters Communications with the prior consent of the Representatives with entities that the Company reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act; and (ii) it has not distributed, or authorized any other person to distribute, any Written Testing-the-Waters Communication, other than those distributed with the prior consent of the Representatives that is listed on Schedule II(d) hereto; and the Company reconfirms that the Underwriters have been authorized to act on its behalf in engaging in Testing-the-Waters Communications; (e) Each Underwriter represents and agrees that (i) any Testing-the-Waters Communications undertaken by it were with entities that such Underwriter reasonably believes are qualified institutional buyers as defined in Rule 144A under the Act or institutions that are accredited investors as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7) or (a)(8) under the Act and (ii) it has not distributed or authorized any other person to distribute any Written Testing-the-Waters Communication, other than those distributed with the prior authorization of the Company; (f) Each Underwriter, severally and not jointly, covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a Issuer Free Writing Prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter. 7. The Company covenants and agrees with the several Underwriters that (a) the Company will pay or cause to be paid the following: (i) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Shares under the Act and all other expenses in connection with the preparation, printing, reproduction and filing of the Registration Statement, any Preliminary Prospectus, any Written Testing-the-Waters Communication, any Issuer Free Writing Prospectus and the Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (ii) the cost of printing or producing this Agreement, the Blue Sky Memorandum, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Shares; (iii) all expenses in connection with the qualification of the Shares for offering and sale under state securities laws as provided in Section 5(d) hereof, including the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky survey; (iv) all fees and expenses in connection with listing the Shares on the Exchange; (v) the filing fees incident to, and the reasonable and documented fees and disbursements of counsel for the Underwriters in connection with, any required review by FINRA of the terms of the sale of the Shares; provided, however, that the fees and disbursements of counsel for the Underwriters pursuant to clauses (iii) and (v) above shall not exceed \$15,000 in the aggregate; (vi) the cost of preparing stock certificates; if applicable; (vii) the cost and charges of any transfer agent or registrar; (viii) all transfer taxes or duties incident to the sale and delivery of the Shares to the Underwriters hereunder and (ix) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section 7. It is understood, however, that, except as provided in this Section 7, and Sections 9 and 12 hereof, the Underwriters will pay all of their own costs and expenses, including the fees and disbursements of their counsel, lodging, travel and meal expenses (including for potential investors) in connection with any roadshow, stock transfer taxes on resale of any of the Shares by them, and any advertising expenses connected with any offers they may make. 8. The obligations of the Underwriters hereunder, as to the Shares to be delivered at the Time of Delivery, shall be subject, in their discretion, to the condition that all representations and warranties and other statements of the Company herein are, at and as of the Applicable Time and the Time of Delivery, true and correct, the condition that the Company shall have performed all of its and their obligations hereunder theretofore to be performed, and the following additional conditions: (a) The Prospectus shall have been filed with the Commission pursuant to Rule 424(b) under the Act within the applicable time period prescribed for such filing by the rules and regulations under the Act and in accordance with Section 5(a) hereof; all material required to be filed by the Company pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time period prescribed for such filings by Rule 433; no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued and no proceeding for that purpose shall have been initiated or, to the knowledge of the Company, threatened by the Commission, and no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act shall have been received; no stop order suspending or preventing the use of the Pricing Prospectus, Prospectus or any Issuer Free Writing Prospectus shall have been initiated or, to the knowledge of the Company, threatened by the Commission; and all requests for additional information on the part of the Commission shall have been complied with to your reasonable satisfaction; (b) Davis Polk & Wardwell LLP, counsel for the Underwriters, shall have furnished to you such written opinion or opinions, dated the Time of Delivery, in form and substance satisfactory to you, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters; (c) Kirkland & Ellis LLP, counsel for the Company, shall have furnished to you their written opinion, dated the Time of Delivery, in form and substance reasonably satisfactory to you; (d) Carey Olsen (Guernsey) LLP, counsel for the Company in respect of certain matters of Guernsey law, shall have furnished to you their written opinion, dated the Time of Delivery, in form and substance reasonably satisfactory to you; (e) On the date of the Prospectus at a time prior to the execution of this Agreement, at or around 9:30 a.m., New York City time, on the effective date of any post-effective amendment to the Registration Statement filed subsequent to the date of this Agreement and also at the Time of Delivery, WithumSmith+Brown, PC shall have furnished to you a letter or letters, dated the respective dates of delivery thereof, in form and substance reasonably satisfactory to you, containing statements and information of the type ordinarily included in accountants' comfort letters to underwriters with respect to the financial statements and certain financial information contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided that the letter delivered at the Time of Delivery shall use a cut-off date not earlier than three business days prior to the Time of Delivery; (f) At the time of Delivery there are, and following to the Time of Delivery, there will be, no debt securities, convertible securities or preferred stock

issued 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; (g) (i) Neither the Company nor any of its subsidiaries shall have sustained since the date of the latest audited financial statements included or incorporated by reference in the Pricing Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Pricing Prospectus, and (ii) since the respective dates as of which information is given in the Pricing Prospectus there shall not have been any change in the capital stock (other than as a result of (A) the exercise, settlement or vesting of equity awards or restricted shares or stock pursuant to the Company's equity plans that are described in the Pricing Prospectus and the Prospectus, (B) the issuance, if any, of Stock upon exercise or conversion of Company securities as described in the Pricing Prospectus and the Prospectus (including the documents incorporated by reference therein) or (C) as otherwise set forth or contemplated in the Pricing Prospectus and the Prospectus), or long-term debt of the Company or any of its subsidiaries or any change or effect, or any development involving a prospective change or effect, in or affecting (x) the business, properties, general affairs, management, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth or contemplated in the Pricing Prospectus, or (y) the ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated in the Pricing Prospectus and the Prospectus, the effect of which, in any such case described in clause (i) or (ii), is in your judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at the Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus; (h) On or after the Applicable Time there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the Exchange; (iii) a general moratorium on commercial banking activities declared by either Federal or New York State authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States; (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war or (v) the occurrence of any other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (iv) or (v) in your judgment makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at the Time of Delivery on the terms and in the manner contemplated in the Pricing Prospectus and the Prospectus; (i) The Shares to be sold at the Time of Delivery shall have been duly listed on the Exchange; (j) The Company shall have obtained and delivered to the Underwriters executed copies of an agreement from each officer, director, and shareholder of the Company listed on Schedule III hereto, substantially to the effect set forth in Annex II hereto; (k) The Company shall have complied with the provisions of Section 5(e) hereof with respect to the furnishing of prospectuses on the New York Business Day next succeeding the date of this Agreement; (l) The Company shall have furnished or caused to be furnished to you at the Time of Delivery certificates of officers of the Company satisfactory to you as to the accuracy of the representations and warranties of the Company herein at and as of the Time of Delivery, as to the performance by the Company of all of its obligations hereunder to be performed at or prior to the Time of Delivery, as to such other matters as you may reasonably request, and the Company shall have furnished or caused to be furnished certificates as to the matters set forth in subsections (a) and (g) of this Section 8; (m) At the Time of Delivery, the Underwriters shall have received a certificate of the Secretary of the Company in a form reasonably satisfactory to you; and (n) At the Time of Delivery, the Company shall have furnished to the Underwriters any certificates of good standing or foreign qualification that the Underwriters may reasonably request.

9. (a) The Company will indemnify and hold harmless each Underwriter against any losses, claims, damages or liabilities, joint or several, to which such Underwriter may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, any Issuer Free Writing Prospectus, any "roadshow" as defined in Rule 433(h) under the Act (a "roadshow"), any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Act or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter for any legal or other expenses reasonably incurred by such Underwriter in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information. (b) Each Underwriter, severally and not jointly, will indemnify and hold harmless the Company, its directors and each officer who signed the Registration Statement, against any losses, claims, damages or liabilities to which the Company may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement, the Base Prospectus, any Preliminary Prospectus, the Pricing Prospectus or the Prospectus, or any amendment or supplement thereto, or any Issuer Free Writing Prospectus, or any roadshow, or any Testing-the-Waters Communication, in reliance upon and in conformity with the Underwriter Information; and will reimburse the Company for any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such action or claim as such expenses are incurred. As used in this Agreement with respect to an Underwriter and an applicable document, "Underwriter Information" shall mean the written information furnished to the Company by such Underwriter through the Representatives expressly for use therein; it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on

behalf of each Underwriter: the concession and realallowance figures appearing in the fourth paragraph under the caption "Underwriting", and the information contained in the eleventh and twelfth paragraph under the caption "Underwriting". (c) Promptly after receipt by an indemnified party under subsection (a) or (b) of this Section 9 of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; provided that the failure to notify the indemnifying party shall not relieve it from any liability that it may have under the preceding paragraphs of this Section 9 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 party shall not relieve it from any liability that it may have to an indemnified party otherwise than under the preceding paragraphs of this Section 9. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) 23 unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party. (d) If the indemnification provided for in this Section 9 is unavailable to or insufficient to hold harmless an indemnified party under subsection (a) or (b) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault 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 on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) 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 which does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subsection (d) shall be deemed to include any documented legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which 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 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint. (e) The obligations of the Company under this Section 9 shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each employee, officer and director of each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act and each broker-dealer or other affiliate of any Underwriter; and the obligations of the Underwriters under this Section 9 shall be in addition to any liability which the respective Underwriters may otherwise have and shall extend, upon the same terms and conditions, to each officer and director of the Company and to each person, if any, who controls the Company within the meaning of the Act. 24 10. (a) If any Underwriter shall default in its obligation to purchase the Shares that it has agreed to purchase hereunder at the Time of Delivery, you may in your discretion arrange for you or another party or other parties to purchase such Shares on the terms contained herein. If within thirty-six hours after such default by any Underwriter you do not arrange for the purchase of such Shares, then the Company shall be entitled to a further period of thirty-six hours within which to procure another party or other parties satisfactory to you to purchase such Shares on such terms. In the event that, within the respective prescribed periods, you notify the Company that you have so arranged for the purchase of such Shares, or the Company notifies you that it has so arranged for the purchase of such Shares, you or the Company shall have the right to postpone the Time of Delivery for a period of not more than seven days, in order to effect whatever changes may thereby be made necessary in the Registration Statement or the Prospectus, or in any other documents or arrangements, and the Company agrees to file promptly any amendments or supplements to the Registration Statement or the Prospectus which in your opinion may thereby be made necessary. The term "Underwriter" as used in this Agreement shall include any person substituted under this Section 10 with like effect as if such person had originally been a party to this Agreement with respect to such Shares. (b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter by the other, non-defaulting Underwriters and the Company as provided in subsection (a) above, the

aggregate number of such Shares which remains unpurchased does not exceed one-eleventh of the aggregate number of all the Shares to be purchased at the Time of Delivery, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares which such Underwriter agreed to purchase hereunder at the Time of Delivery and, in addition, to require each non-defaulting Underwriter to purchase its pro rata share (based on the number of Shares which such Underwriter agreed to purchase hereunder) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made; but nothing herein shall relieve a defaulting Underwriter from liability for its default. (c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter by the other, non-defaulting Underwriters and the Company as provided in subsection (a) above, the aggregate number of such Shares which remains unpurchased exceeds one-eleventh of the aggregate number of all of the Shares to be purchased at the Time of Delivery, or if the Company shall not exercise the right described in subsection (b) above to require non-defaulting Underwriters to purchase Shares of a defaulting Underwriter or Underwriters, then this Agreement (shall thereupon terminate, without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be borne by the Company and the Underwriters as provided in Section 7 hereof and the indemnity and contribution agreements in Section 9 hereof; but nothing herein shall relieve a defaulting Underwriter from liability for its default. 11. The respective indemnities, rights of contribution, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any director, officer, employee, affiliate or controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Shares. 12. If this Agreement shall be terminated pursuant to Section 10 hereof, the Company shall not then be under any liability to any Underwriter except as provided in Sections 7 and 9 hereof; but, if for any other reason any Shares are not delivered by or on behalf of the Company as provided herein, or the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company will reimburse the Underwriters through you for all out-of-pocket expenses approved in writing by you, including documented fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered, but the Company shall then be under no further liability to any Underwriter except as provided in Sections 7 and 9 hereof. 13. In all dealings hereunder, the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement made or given by the Underwriters. 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, 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. All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters, shall be delivered or sent by mail, telex or facsimile transmission to BTIG, LLC, 65 East 55th Street, New York, New York 10022, E-mail: IBLegal@btig.com, BTIG-IBD-EquityCapitalMarkets@btig.com, Attention: ECM, General Counsel; and if to the Company, shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth on the cover of the Registration Statement, Attention: General Counsel with a copy, which shall not constitute notice, to Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022; and if to any shareholder that has delivered a lock-up letter described in Section 8(j) hereof shall be delivered or sent by mail to his or her respective address provided in Schedule III hereto or such other address as such shareholder provides in writing to the Company; provided, however, that any notice to an Underwriter pursuant to Section 9(c) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire or telex constituting such Questionnaire, which address will be supplied to the Company by you upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof. 14. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and, to the extent provided in Sections 9 and 11 hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, or any director, officer, employee, or affiliate of any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase. 15. Time shall be of the essence of this Agreement. As used herein, the term "business day" shall mean any day when the Commission's office in Washington, D.C. is open for business. 16. The Company acknowledges and agrees that (i) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement, (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate, and (v) none of the activities of the Underwriters in connection with the transactions contemplated herein Â 26 constitutes a recommendation, investment advice, or solicitation of any action by the Underwriters with respect to any entity or natural person. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto. 17. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof. 18. This Agreement and any transaction contemplated by this Agreement and any claim, controversy or dispute arising under or related thereto shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws that would result in the application of any other law than the laws of the State of New York. The Company agrees that any suit or proceeding arising in respect of this Agreement or any transaction contemplated by this Agreement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York and the Company agrees to submit to the jurisdiction of, and to venue in, such courts, and waives any objection which they may now or hereafter have to the laying of venue of any such suit or proceeding in such courts. The Company hereby irrevocably appoints Genius Sports Media Inc., with offices at 825 Third Avenue, New York, New York 10022, as its agent to receive on

behalf of the Company service of any legal process which may be served in all such actions and proceedings, and any notice of service delivered to such agent shall be deemed in every respect effective service of process upon the Company. Such service may be made by mail or delivery of such process to the Company in care of such agent at the agent's address and the Company hereby irrevocably authorizes and directs such agent to accept such service on behalf of the Company. The Company hereby represents and warrants that such authorized agent has accepted such appointment and has agreed to act as such authorized agent for service of process. The Company further agrees 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. 19. The Company and each of the Underwriters hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby. 20. The Company agrees to indemnify the Underwriters, their directors, officers, affiliates and each person, if any, who controls the Underwriters within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any loss incurred by such Underwriters 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 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. 21. To the extent that the Company has or hereafter may acquire any immunity (sovereign or otherwise) from jurisdiction of any court of (i) Guernsey, 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, the Company hereby irrevocably waives such immunity in respect of its obligations under this Agreement to the fullest extent permitted by applicable law. 22. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. 23. Notwithstanding anything herein to the contrary, the Company is authorized to disclose to any persons the U.S. federal and state income tax treatment and tax structure (as those terms are defined in Treasury Regulations Section 1.6011-4(c)) of the potential transaction and all materials of any kind (including tax opinions and other tax analyses) provided to the Company relating to that treatment and structure, without the Underwriters imposing any limitation of any kind. However, any information relating to the tax treatment and tax structure shall remain confidential (and the foregoing sentence shall not apply) to the extent necessary to enable any person to comply with securities laws. For this purpose, "tax structure" is limited to any facts that may be relevant to that treatment. 24. Recognition of the U.S. Special Resolution Regimes. (a) 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. (b) 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. (c) As used in this section: "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. [Signature Pages Follow] 29 If the foregoing is in accordance with your understanding, please sign and return to us counterparts hereof, and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement among each of the Underwriters and the Company. Very truly yours, Genius Sports Limited By: /s/ Nick Taylor Name: Nick Taylor Title: Chief Financial Officer Accepted as of the date hereof in New York, New York BTIG, LLC By: /s/ Mike Passaro Name: Mike Passaro Title: Managing Director On behalf of each of the Underwriters 30 SCHEDULE I A Underwriter A Total Number of Shares to be Purchased BTIG, LLC A A A 10,588,236 Goldman Sachs & Co. LLC A A A 2,823,529 Deutsche Bank Securities Inc. A A A 2,117,647 Oppenheimer & Co. Inc. A A A 882,353 Citizens JMP Securities, LLC A A A 529,412 The Benchmark Company, LLC A A A 352,941 Craig-Hallum Capital Group LLC A A A 352,941 A A A A Total A A A 17,647,059 A A A A SCHEDULE II A (a) Issuer Free Writing Prospectuses not included in the Pricing Disclosure Package None. A (b) Additional documents incorporated by reference None. A (c) Information other than the Pricing Prospectus that comprise the Pricing Disclosure Package The price per share for the Shares is \$8.50. The number of Shares purchased by the Underwriters is 17,647,059. A (d) Written Testing-the-Waters Communications None. A 2 SCHEDULE III List of Lock-up Parties Mark Locke Robert Joseph Bach Kimberly Bradley Daniel Burns Kenneth J. Kay Claire Linda Noorlala Steven Burton Jack Davison Tom Russell Nicholas Taylor Address of each person listed above: c/o Genius Sports Group, 1st Floor, 27 Soho Square, London, W1D 3QR ANNEX I FORM OF LOCK-UP AGREEMENT Genius Sports Limited Lock-Up Agreement January 14, 2025 BTIG, LLC c/o BTIG, LLC 65 East 55th Street New York, New York 10022 Re: Genius Sports Limited "Lock-Up Agreement Ladies and Gentlemen: The undersigned understands that you, as representative of the

underwriters (the "Underwriters"), propose to enter into an Underwriting Agreement (the "Underwriting Agreement"), with Genius Sports Limited, a company incorporated under the laws of Guernsey (the "Company"), providing for a offering (the "Offering") of ordinary shares, par value \$0.01 per share, of the Company (the "Ordinary Shares"), to be issued and sold by the Company pursuant to a Registration Statement on Form F-3 which became effective on May 8, 2024. In consideration of the agreement by the Underwriters to offer and sell the Ordinary Shares, and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, during the period beginning from the date hereof and continuing to and including the date 45 days after the date of the final Prospectus (as defined in the Underwriting Agreement) covering the public offering of the Ordinary Shares (the "Lock-Up Period"), the undersigned shall not, and shall not cause or direct any of its affiliates to, (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any Ordinary Shares of the Company, or any options to purchase any Ordinary Shares of the Company, or any securities convertible into, exchangeable for or that represent the right to receive Ordinary Shares of the Company (such options or other securities, collectively, "Derivative Instruments"), including without limitation any such shares or Derivative Instruments now owned or hereafter acquired by the undersigned, (ii) engage in any hedging or other transaction or arrangement (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) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition (whether by the undersigned or someone other than the undersigned), or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any Ordinary Shares of the Company or Derivative Instruments, whether any such transaction or arrangement (or instrument provided for thereunder) would be settled by delivery of Ordinary Shares or other securities, in cash or otherwise (any such sale, loan, pledge or other disposition, or transfer of economic consequences, a "Transfer") or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described in clause (i) above or transaction or arrangement described in clause (ii) above; provided that if the undersigned is a director or officer of the Company, the foregoing restrictions shall not restrict the undersigned from causing the Company to take any action permitted by Section 5(g) of the Underwriting Agreement. The undersigned represents and warrants that the undersigned is not, and has not caused or directed any of its affiliates to be or become, currently a party to any agreement or arrangement that provides for, is designed to or which reasonably could be expected to lead to or result in any Transfer during the Lock-Up Period. Notwithstanding the foregoing, the undersigned may transfer the undersigned's Ordinary Shares of the Company (i) as an in-kind distribution of Ordinary Shares or any security, directly or indirectly, convertible into or exercisable or exchangeable for Ordinary Shares to or with limited or general partners, members, stockholders or affiliates (as defined under Rule 12b-2 of the Exchange Act) of the undersigned, (ii) by entering into a trading plan established pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Ordinary Shares; provided that such plan does not provide for the transfer of Ordinary Shares during the Lock-Up Period and no public announcement or filing under the Exchange Act regarding the establishment of such plan is voluntarily made by or on behalf of the undersigned or the Company, (iii) as a bona fide gift or gifts, (iv) as transfers to immediate family members of the undersigned, trusts for the benefit of the undersigned or immediate family members of the undersigned, or partnerships, limited liability companies or other entities the only partners, members or equity holders of which are the undersigned and/or immediate family members of the undersigned, (v) as transfers by will or intestacy upon the death of the undersigned, or by operation of law or pursuant to an order of a court or regulatory authority, such as pursuant to a qualified domestic order, divorce settlement or decree or separation agreement, (vi) as transfers to, or exchanges with, any affiliate of the undersigned or any investment fund controlled or managed by the undersigned, (vii) as transfers of Ordinary Shares of the Company purchased by the undersigned on the open market following the Offering, (viii) to the Company from an employee of or service provider of the Company upon death, disability or termination of employment, in each case, of such employee or service provider, (ix) in a sell to cover or similar open market transactions during the Lock-Up Period to satisfy any exercise price or tax withholding obligations as a result of the exercise, vesting and/or settlement of any equity awards issued pursuant to an employee benefit plan maintained by the Company or any of its subsidiaries, including for the payment of exercise price and tax and remittance payments due, provided that if the undersigned is required to file a report under the Exchange Act reporting a reduction in beneficial ownership of Ordinary Shares during the Lock-Up Period related to such sell to cover or similar open market transaction by the undersigned, the undersigned shall include a statement in such report to the effect that the undersigned is subject to this Lock-Up Agreement and the filing relates to the satisfaction of tax withholding obligations of the undersigned in connection with the exercise, vesting and/or settlement of equity awards; (x) to conduct a net or cashless settlement, via a disposition to the Company, of any equity awards issued pursuant to an employee benefit plan maintained by the Company or any of its subsidiaries, including for the payment of exercise price and tax and remittance payments due, provided that (1) any Ordinary Shares received upon such settlement or exercise shall be subject to the restrictions contained herein and (2) if the undersigned is required to file a report under the Exchange Act reporting a reduction in beneficial ownership of Ordinary Shares during the Lock-Up Period related to such a settlement or exercise by the undersigned, the undersigned shall include a statement in such report to the effect that the undersigned is subject to this Lock-Up Agreement and the filing relates to the satisfaction of net share settlement or tax withholding obligations of the undersigned in connection with such settlement; (xi) as a transfer of Ordinary Shares or any security convertible into or exercisable or exchangeable for Ordinary Shares pursuant to a Change of Control (defined below) of the Company approved by the Company's board of directors, provided that in the event that the Change of Control is not completed, the Ordinary Shares owned by the undersigned shall remain subject to the restrictions contained herein, [or] (xii) with the prior written consent of BTIG, LLC on behalf of the Underwriters, or (xiii) up to 60% of his Ordinary Shares to any third-party pledgee in a bona fide transaction as collateral to secure obligations pursuant to lending or other arrangements, including any bona fide purpose (margin) or bona fide non-purpose loan (including any replacement, amendment or modification thereof) (any such bona fide purpose (margin) or bona fide non-purpose loan, a "Permitted Loan"), between such third parties (or their affiliates or designees) and the undersigned and/or its affiliates or any similar arrangement relating to a financing agreement for the benefit of the undersigned and/or its affiliates (including any Transfer pursuant to, following, or in lieu of foreclosure of such Permitted Loan); provided, however, that in the case of any transfer or distribution pursuant to clause (i), (iii), (iv), (v) and (vi), (A) each donee, distributee or transferee shall agree to be bound in writing by the restrictions set forth herein and (B) no public announcement or filing under the Exchange Act by any party (donor, donee, transferor or transferee) shall be required or shall be voluntarily made during the Lock-Up Period, other

together the "Documents"). 3. ASSUMPTIONS 3.1 For the purposes of giving this opinion, we have with your permission assumed (and relied upon these assumptions): 3.1.1 the conformity to the originals of all documents supplied to us as drafts, certified, photocopied, conformed or facsimile copies and the authenticity and completeness of the originals of such documents, and the authenticity and completeness of all documents supplied to us as originals; Page 2 / 16 January 2025 3.1.2 the genuineness of all signatures and seals on the documents and instruments submitted to us for the purposes of this opinion and where we have been provided with only signature pages of documents, that the original signed versions of such documents will not differ from the last version of the full documents provided to us; 3.1.3 that there are no provisions of the laws of any jurisdiction outside Guernsey which would have any implication for the opinions we express and that, insofar as the laws of any jurisdiction outside Guernsey may be relevant, such laws have been or will be complied with (including without limitation, the obtaining of all necessary consents, licences, registrations, approvals and filings); 3.1.4 that the information and documents disclosed by our searches of the Public Records in Guernsey referred to in paragraph 2.5 above are accurate as at the date hereof and there is no information or document which had been delivered for registration, or which is required by the laws of Guernsey to be delivered for registration, which was not included in the Public Records; 3.1.5 that all factual representations, warranties and statements made or agreed to by the parties to the Registration Statement and the Prospectus are true and accurate as of the date hereof; 3.1.6 that the Company is not insolvent or unable to pay its debts as they fall due; 3.1.7 that there has not been, nor does there continue to be a reason for the Company to be struck off the register of companies at the Registry; 3.1.8 that all consents, exemptions, licences, registrations, approvals or authorisations of any person required in relation to the issue and sale of the Shares (other than such consents, exemptions, licences, registrations, approvals or authorisations required of the Company under the laws and regulations of Guernsey) have been obtained and are in full force and effect at the date of this opinion; and 3.1.9 that there are no documents or information which we have not been provided which could affect the accuracy of this opinion. 3.2 We have not independently verified the above assumptions. 4. OPINION On the basis of and subject to the foregoing and the observations and qualifications that follow and to matters not disclosed to us, we are of the opinion that the Shares are duly authorised and, when delivered against payment in accordance with the terms of the Underwriting Agreement, will be validly issued, fully paid and non-assessable. Page 3 / 16 January 2025 5.

QUALIFICATIONS The observations and qualifications referred to above are as follows: 5.1 the term "non-assessable" has no equivalent legal term under Guernsey law and for the purpose of this opinion, "non-assessable" means that a holder of a Share will not by reason of merely being such a holder, be subject to assessment or calls by the Company or its creditors for further payment on such Share; 5.2 information available in public registries in Guernsey is limited and, in particular, there is no publicly available record of charges or other security interests over the shares or assets of Guernsey companies (other than in respect of real property situated in Guernsey and Guernsey registered ships); 5.3 we offer no opinion as to whether the issue and/or sale of the Shares or the performance by the Company of its obligations in respect thereof will result in any breach of or otherwise infringe any other agreement, deed or document (other than the Company's Memorandum and Articles of Incorporation) entered into by or binding on the Company; 5.4 we express no opinion as to any other law other than the laws of the Island of Guernsey in force at and as interpreted at the date of this opinion; 5.5 we do not give any opinion on the commerciality of any transaction contemplated or entered into by the Company in respect of the issue and/or sale of the Shares. If in resolving to enter into the transactions the directors of the Company were not acting with a view to the best interests of the Company, they would be acting in breach of their duties as directors under the laws of Guernsey; 5.6 the search of the Public Records referred to in paragraph 2.5 above is not conclusively capable of revealing whether or not: 5.6.1 a winding up order has been made or a resolution passed for the winding up of the Company; or 5.6.2 an order has been made or a resolution passed appointing a liquidator in respect of the Company, as notice of these matters might not be filed with the Registrar of Companies immediately and, when filed, might not be entered on the public record of the Company immediately; 5.7 there is no formal procedure for determining whether any proceedings have been commenced against the Company including as to whether proceedings have commenced to declare the property of the Company "in bankruptcy". Page 4 / 16 January 2025 6. GENERAL 6.1 We hereby consent to the filing of this opinion as an exhibit to the Company's report on Form 6-K. We also consent to the reference to our firm under the heading "Legal Matters" in the Prospectus. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission. Yours faithfully /s/ Carey Olsen (Guernsey) LLP Carey Olsen (Guernsey) LLP Page 5 / 16 January 2025