

THIS INFORMATION STATEMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. THIS INFORMATION STATEMENT CONTAINS PROPOSALS WHICH, IF IMPLEMENTED, WILL RESULT IN THE COMPANY SEEKING CANCELLATION FROM ADMISSION TO TRADING ON AIM.

If you are in any doubt about the Merger and/or any action you should take, you are recommended to immediately seek your own independent financial advice from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser who is authorised under the Financial Services and Markets Act 2000 (as amended) if you are in the United Kingdom or, if you are taking advice in a territory outside the United Kingdom, from an appropriately authorised independent financial adviser.

If you have sold or otherwise transferred all your Plus500 Shares, please send this Information Statement (but not the personalised Form of Proxy or Form of Direction), at once to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. However, these documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws in such jurisdiction. If you have sold or transferred only part of your holding of Plus500 Shares, please retain these documents and consult the bank, stockbroker or other agent through whom the sale or transfer was effected.

The distribution of this Information Statement and the accompanying documents in jurisdictions other than the United Kingdom may be restricted by law and therefore persons into whose possession this Information Statement and the accompanying documents come should inform themselves about and observe any such restrictions. Any failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction.

Shareholders should read the whole of this Information Statement. In addition this Information Statement should be read in conjunction with the relevant sections of the documents listed as incorporated by reference in Part 5, and the accompanying Form of Proxy or Form of Direction.

RECOMMENDED CASH ACQUISITION OF

PLUS500 LTD.

(Incorporated under the Companies Law in the State of Israel with registered number 514142140)

BY

A SUBSIDIARY OF

PLAYTECH PLC

(Incorporated in the Isle of Man with registered number 008505V)

**TO BE EFFECTED BY MEANS OF A MERGER UNDER THE ISRAELI COMPANIES LAW
AND
NOTICE OF SPECIAL GENERAL MEETING OF SHAREHOLDERS**

This Information Statement should be read as a whole. Your attention is drawn to the letter from the Chairman of Plus500, on behalf of the Plus500 Board, in Part 2 of this Information Statement, which contains the unanimous recommendation of the Plus500 Board that you vote in favour of the Merger at the Special General Meeting.

Notice of a Special General Meeting of Plus500, to be held at 11 a.m. on 16 July 2015 at the Regus Offices, Level 9, CityPoint, 1 Ropemaker Street, London, EC2Y 9HT, is set out at the end of this Information Statement. A Form of Proxy or Form of Direction for use in connection with the Special General Meeting accompanies this Information Statement. If you hold your Plus500 Shares in certificated form, whether or not you plan to attend the Special General Meeting, you are encouraged to complete the accompanying Form of Proxy and return it to Plus500's registrars, Capita Asset Services, PXS, at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible and, in any event, so as to arrive by no later than 24 hours before the time fixed for the Special General Meeting being 11 a.m. on 15 July 2015. Completion and return of the

Form of Proxy will not preclude Shareholders from attending and voting in person at the Special General Meeting, should they wish to do so.

If, however, you hold your Plus500 Shares as Depository Interests, whether or not you plan to attend the Special General Meeting, you are encouraged to complete the accompanying Form of Direction and return it to the Depository, Capita IRG Trustees Limited, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, as soon as possible and, in any event, by no later than 11 a.m. on 14 July 2015. A Letter of Representation can be requested from the Depository, should a DI holder wish to elect a representative to attend, speak or vote at the meeting.

Capitalised words and phrases used in this Information Statement have the meanings given to them in Part 8 of this Information Statement.

IMPORTANT NOTICE

The distribution of this Information Statement and/or the accompanying documents in or into jurisdictions other than the United Kingdom may be restricted by law and therefore persons into whose possession this Information Statement and the accompanying documents come should inform themselves about, and observe, such restrictions. Any failure to comply with the restrictions may constitute a violation of the securities laws of any such jurisdiction. Neither this Information Statement nor the accompanying documents constitute an offer or an invitation to purchase any securities or a solicitation of an offer to sell any securities in any jurisdiction in which such offer or solicitation is unlawful. This Information Statement and the accompanying documents have been prepared in connection with a proposal in relation to the Merger pursuant to and for the purpose of complying with Israeli law and information disclosed may not be the same as that which would have been prepared in accordance with laws of jurisdictions outside of Israel. Nothing in this Information Statement or the accompanying documents should be relied on for any other purpose. The statements contained herein are made as at the date of this Information Statement, unless some other time is specified in relation to them, and service of this Information Statement will not give rise to any implication that there has been no change in the facts set forth herein since such date. Nothing contained herein will be deemed to be a forecast, projection or estimate of the future financial performance of Plus500, Playtech or the combined companies.

No person has been authorised to make representations on behalf of Plus500 or Playtech concerning the Merger which are inconsistent with the statements contained herein and any such representations, if made, may not be relied upon as having been so authorised. The summaries of the principal provisions of the Merger Agreement contained in this Information Statement are qualified in their entirety by reference to the Merger Agreement itself, the full text of which is available for review at the offices of Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG until the date of the Special General Meeting. Each Shareholder is advised to read and consider carefully the text of the Merger Agreement itself.

As Plus500 is incorporated in Israel and its central place of management and control is outside the UK, Plus500 is not subject to the provisions of the Takeover Code, except to the extent any similar provisions are incorporated into Plus500's Articles of Association. This Information Statement has not been reviewed or commented on by the UK Panel on Takeovers and Mergers. As a result, this Information Statement may differ in certain respects from the documentation required in the context of a transaction subject to the Takeover Code.

No person should construe the contents of this Information Statement as legal, financial or tax advice but should consult his or her own advisers in connection with the matters contained herein.

Liberum Capital, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively for Plus500 as its nominated adviser and financial adviser and no one else in connection with the Merger and will not be responsible to anyone other than Plus500 for providing the protections afforded to clients of Liberum Capital nor for providing advice in connection with the Merger or the content of, or any other matter or arrangement described or referred to in, this Information Statement.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Information Statement contains statements that are or may be forward-looking statements. All statements other than statements of historical facts included in this Information Statement may be forward-looking statements, including statements that relate to Plus500, Playtech and/or their respective subsidiaries' future prospects, developments and strategies prior to and after the consummation of the Merger.

Forward-looking statements are identified by their use of terms and phrases such as “believe”, “targets”, “expects”, “aim”, “anticipate”, “projects”, “would”, “could”, “envisage”, “estimate”, “intend”, “may”, “plan”, “will” or the negative of those, variations or comparable expressions, including references to assumptions. The forward looking statements in this Information Statement are based on current expectations and are subject to known and unknown risks and uncertainties that could cause actual results, performance and achievements to differ materially from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of Plus500, Playtech and/or their respective subsidiaries and the environment in which each will operate in the future prior to and after the consummation of the Merger. All subsequent oral or written forward-looking statements attributed to Plus500, Playtech and/or their respective subsidiaries or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above.

Each forward-looking statement speaks only as at the date of this Information Statement. Except as required by applicable law or regulatory requirement (including the AIM Rules), neither Plus500 nor any other party intends to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise.

There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements.

NOTICE TO OVERSEAS SHAREHOLDERS

The implications of the Merger for Overseas Shareholders may be affected by the laws of the relevant jurisdictions. Overseas Shareholders should inform themselves about and observe any applicable legal requirements. It is the responsibility of each Overseas Shareholder to satisfy himself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, or the compliance with other necessary formalities which are required to be observed and the payment of any issue, transfer or other taxes due in such jurisdiction.

This Information Statement has been prepared for the purposes of complying with Israeli law and the information disclosed may be different from that which would have been disclosed if this Information Statement had been prepared in accordance with the laws of jurisdictions outside Israel. Overseas Shareholders should consult their own legal and tax advisers with regard to the legal and tax consequences of the Merger on their particular circumstances.

INCORPORATION OF INFORMATION BY REFERENCE

The following information in the following documents, all of which has been announced through a Regulatory Information Service and is available free of charge in a read-only format on Plus500’s website at www.plus500.com, is incorporated into this Information Statement by reference:

- the Annual Report and Accounts of Plus500 for the years ended 31 December 2014 and 2013;
- trading update of Plus500 for the three months ended 31 March 2015, as issued on 16 April 2015;
- statements and trading updates issued by Plus500 on 18 May 2015, 22 May 2015, 27 May 2015 and 9 June 2015;
- results of AGM of Plus500 issued on 27 May 2015; and
- joint announcement of recommended cash acquisition of Plus500 by Playtech issued on 1 June 2015.

Further details are set out in Part 5 of this Information Statement.

Plus500 will send, without charge, to each Shareholder to whom a copy of this Information Statement has been sent, within two Business Days following receipt of his or her request, a copy of any documents incorporated by reference in this Information Statement. Requests should be addressed to Company Secretary, at MATAM, Building 25, Haifa 31905, Israel.

ROUNDING OF FIGURES

Certain figures included in this Information Statement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

PUBLICATION ON WEBSITE

A copy of this Information Statement is and will be available free of charge for inspection on Plus500's website at www.plus500.com in accordance with the AIM Rules.

ACTION TO BE TAKEN VOTING AT THE SPECIAL GENERAL MEETING

Time and Place of the Special General Meeting

This Information Statement is being furnished to holders of Plus500 Shares in connection with the solicitation of proxies by and on behalf of the Plus500 Board for use at the Special General Meeting to be held at 11 a.m. on 16 July 2015 at the Regus Offices, Level 9, CityPoint, 1 Ropemaker Street, London, EC2Y 9HT, and at any adjournment or postponement thereof.

Plus500 is first mailing this Information Statement, the accompanying Notice of Special General Meeting, Form of Proxy and Form of Direction on or about 11 June 2015 to all holders of Plus500 Shares entitled to notice of, and to vote at, the Special General Meeting.

Purposes of the Special General Meeting; Merger Proposal

At the Special General Meeting, the Shareholders will consider and vote on the Merger Proposal, which is a proposal to approve the Merger Agreement, the Merger and the other transactions contemplated by the Merger Agreement.

To approve the Resolution, it is proposed that at the Special General Meeting, the following Resolution be adopted:

“RESOLVED, (a) to approve the Merger Proposal, including the approval of: (i) the Merger Agreement; (ii) the Merger, pursuant to Section 314-327 of the Israeli Companies Law, of Plus500 with Socialdrive, an Israeli company and a wholly-owned subsidiary of Brighttech, both of which are subsidiaries of Playtech; (iii) the exchange of all Plus500 Shares into the right to receive the Merger Consideration, without interest and subject to applicable withholding taxes, for each Plus500 Share held by the Shareholders as of immediately prior to the effective time of the Merger; and (iv) all other transactions and arrangements contemplated by the Merger Agreement; and (b) to approve that the Merger Proposal is in the best interest of Plus500 (all capitalized terms are as defined in the Information Statement dated 11 June 2015).”

In order for the Merger to occur (and subject to all other Conditions being satisfied and/or waived), the single vote of the Shareholders must approve the Merger Proposal:

- by the affirmative vote of holders of a majority of the voting power of Plus500 entitled to vote at the Special General Meeting; and
- by a *simple majority* of the votes cast at the Special General Meeting (and, for the purposes of calculating the *simple majority*, the Israeli Companies Law provides that any votes cast by or on behalf of any member of the Playtech Group or Brickington Trading Limited (which holds 33.6% of the issued share capital of Playtech) or any other shareholder holding 25% or more of the issued share capital of Playtech shall be disregarded).

If the Shareholders fail to approve and adopt the Merger Proposal, the Merger will not occur. For more information about the Merger Agreement, see Part 4 of this Information Statement.

If the Merger is approved at the Special General Meeting in the manner set out above (and subject to all other Conditions being satisfied and/or waived), all Shareholders will be bound by the terms of the Merger and will receive the Merger Consideration, including those Shareholders who voted against the Resolution at the Special General Meeting or who did not vote.

Following completion of the Merger, Plus500 will be a subsidiary of Playtech.

It is anticipated that immediately following the completion of the Merger, Brighttech, as the sole shareholder of Plus500 following the Merger, will apply to cancel admission of Plus500 Shares to trading on AIM to take effect as soon as possible thereafter. As a result, after the Merger, the Plus500 Shares will no longer be publicly traded on AIM or elsewhere.

Recommendation of the Plus500 Board

THE PLUS500 BOARD BELIEVES THAT THE MERGER PROPOSAL IS FAIR TO AND IN THE BEST INTERESTS OF PLUS500 AND ITS SHAREHOLDERS AS A WHOLE AND RECOMMENDS THAT SHAREHOLDERS VOTE "FOR" THE MERGER PROPOSAL.

Voting Record Time; Shareholders Entitled to Vote

In accordance with the Israeli Companies Law and Plus500's Articles of Association, the Plus500 Board has fixed 6.00 p.m. on 2 July 2015 as the Voting Record Time for determining the Shareholders entitled to notice of, and to vote at, the Special General Meeting. Accordingly, a Shareholder is entitled to notice of, and to vote at, the Special General Meeting only if it is a record holder of Plus500 Shares at the Voting Record Time, and only in respect of those shares actually held at the Voting Record Time.

Depository Interest Holders will require a Letter of Representation in order to attend, speak or vote in person at the Special General Meeting. This may be requested from the Depository by no later than 72 hours prior to the start of the Special General Meeting or any adjournment thereof.

As of the Latest Practicable Date there were 114,888,377 Plus500 Shares outstanding and entitled to vote.

Quorum; Adjournment and Postponement

A quorum must be present in order for the Special General Meeting to be held. Pursuant to Plus500's Articles of Association, the quorum required for the Special General Meeting consists of at least two Shareholders present, in person or by proxy, who hold or represent between them at least 25% of the voting power of Plus500.

If within half an hour from the time appointed for the holding of the Special General Meeting a quorum is not present, the Special General Meeting will stand adjourned until one week thereafter at the same time and place, or such other date, time or place as determined by the Chairman of the Plus500 Board. If within half an hour from the time appointed for holding of the adjourned meeting the aforesaid percentage of Plus500 Shares required for a quorum is not present, one or more Shareholders (regardless of the percentage of voting power of Plus500 held by them) who are present will constitute a quorum for the business for which the original Special General Meeting was called.

Voting Rights and Vote Required

Each Plus500 Share outstanding at the Voting Record Time will entitle its holder to one vote upon each of the matters to be presented at the Special General Meeting.

Provided that a quorum is present, approval of the Merger Proposal by the single vote of the Shareholders will require:

- the affirmative vote of holders of a majority of the voting power of Plus500 entitled to vote at the Special General Meeting; and
- a *simple majority* of the votes cast at the Special General Meeting (and, for the purposes of calculating the *simple majority*, Section 320(c) of the Israeli Companies Law provides that any votes cast by or on behalf of any member of the Playtech Group or Brickington Trading Limited (which holds 33.6% of the issued share capital of Playtech) or any other shareholder holding 25% or more of the issued share capital of Playtech shall be disregarded). For this purpose, Shareholders and holders of Plus500 DIs are required to mark in the Form of Proxy or Form of Direction, as applicable, whether they are members of the Playtech Group or Brickington Trading Limited or any other shareholder holding 25% or more of the issued share capital of Playtech.

As at the Latest Practicable Date, to Plus500 Board's knowledge and based on information disclosed to Plus500 by Playtech and Brickington Trading Limited, Brighttech owned (legally or beneficially) 2,562,000 Plus500 Shares, and no other member of the Playtech Group, or Brickington Trading Limited (which holds 33.6% of the issued share capital of Playtech) owned (legally or beneficially) any Plus500 Shares.

Plus500 Shares which are not voted on the Resolution, and Plus500 Shares represented at the Special General

Meeting by proxy where the Shareholder has properly withheld authority to vote on such proposal (i.e. abstained) will be counted for the purposes of determining whether a quorum exists and for determining the voting power of Shareholders entitled to vote at the Special General Meeting.

Voting Procedures

For information on how to vote at the Special General Meeting (including by proxy), please see the detailed notes to the Notice of Special General Meeting at the end of this Information Statement and the instructions to the Form of Proxy and Form of Direction.

To be valid:

- a Form of Proxy should be completed and returned to Capita Asset Services, PXS, at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible and, in any event, so as to arrive by no later than 11 a.m. on 15 July 2015.
- a Form of Direction (for DI holders only) should be completed and returned to the Depository, Capita IRG Trustees Limited, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, as soon as possible and, in any event, by no later than 11 a.m. on 14 July 2015.

Assistance

If you have any questions relating to the Special General Meeting, this Information Statement or the completion and return of the Form of Proxy and/or Form of Direction, please address your questions in writing to Plus500's Registrars, Capita Asset Services, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, or call Capita Asset Services on 0371 664 0321 or if you are calling from outside the United Kingdom on +44 (0) 208 639 3399. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The phone lines will be open between 9 a.m. to 5.30 p.m. London time, Monday to Friday excluding public holidays in England and Wales. Please note that Capita Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

SHAREHOLDERS SHOULD NOT SEND ANY CERTIFICATES REPRESENTING PLUS500 SHARES WITH THEIR FORM OF PROXY OR FORM OF DIRECTION.

SHAREHOLDERS ARE URGED TO COMPLETE, SIGN, DATE AND RETURN THE ENCLOSED FORM OF PROXY AND/OR FORM OF DIRECTION IN THE ENVELOPE PROVIDED.

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**PART 1
EXPECTED TIMETABLE OF PRINCIPAL EVENTS**

<u>Event:</u>	<u>Time and/or Date</u>
Execution of Merger Agreement	31 May 2015
Distribution of this Information Statement and Notice of Special General Meeting	11 June 2015
Filing of Merger Proposal with Israeli Companies Registrar by Plus500 and Socialdrive	14 June 2015
Voting Record Time for determining the Shareholders entitled to vote at the Special General Meeting	6 p.m. 2 July 2015
Last time for lodging the Form of Direction	11 a.m. 14 July 2015
Last time for lodging the Form of Proxy	11 a.m. 15 July 2015
Special General Meeting of Plus500	11 a.m. 16 July 2015
Distribution of Playtech Circular and Notice of General Meeting	20 July 2015*
General Meeting of Playtech	5 August 2015*
Issuance of Merger Certificate and Closing of the Merger	1 September 2015**
Paying Agent commences payment of Merger Consideration to Shareholders	14 September 2015**

* Pending approval of UKLA of the Playtech class 1 circular to its shareholders. The exact date shall be determined following receipt of the approval.

** Subject to fulfilment or waiver of all Conditions to completion of the Merger. See Part 4 of this Information Statement for a detailed description of the conditions to completion of the Merger. Pursuant to the Israeli Companies Law, the completion of the Merger cannot occur until at least (i) 50 days have passed from the filing of Merger Proposal with Israeli Companies Registrar by Plus500 and Socialdrive; and (ii) 30 days have passed from the approval of the Merger by the Shareholders.

It is anticipated that immediately following the completion of the Merger, Brighttech, as the sole shareholder of Plus500 following the Merger, will apply to cancel admission of Plus500 Shares to trading on AIM to take effect as soon as possible thereafter.

The times and dates in the timetable above, except for the historical dates and the expected date of the Plus500 Special General Meeting, are indicative only. If any of the above times and/or dates change, the revised times and dates will be notified to Shareholders by an announcement through a regulatory information service recognised by the London Stock Exchange. All times are London times.

Following the Special General Meeting and the receipt of the ruling from the Israeli Tax Authority, Plus500 shall update and provide more detail on the settlement of the Merger Consideration and the steps required to be taken by each Shareholder and holder of Plus500 Depository Interests.

At a meeting held on 31 May 2015, the Plus500 Board approved the Merger and determined that the Merger is in the best interests of the Shareholders as a whole and determined to recommend that the Shareholders vote in favour of the Resolution to be proposed at the Special General Meeting.

If the Merger is approved at the Special General Meeting in the manner set out above (and subject to all other Conditions being satisfied and/or waived), all Shareholders will be bound by the terms of the Merger and will receive the Merger Consideration in exchange for their Plus500 Shares, including those Shareholders who voted against the Resolution at the Special General Meeting or who did not vote.

It is currently anticipated that the Merger will be completed during September 2015, subject to satisfaction or waiver of the Conditions (including regulatory approval).

A detailed description of the terms of the Merger and the Merger Agreement is set forth in Part 4 of this Information Statement.

Conditions of the Merger

The consummation of the Merger is subject to various Conditions. Shareholders are referred to paragraph 7 of Part 4 of this Information Statement for full details of the Conditions.

Background to and reasons for recommending the Merger

Plus500 was admitted to trading on AIM on 24 July 2013, with a market capitalisation of £130 million at the placing price of 115 pence per Plus500 Share and has since paid dividends of 71.67 pence per Plus500 Share.

In recent months, Plus500 has become the subject of increased regulatory scrutiny and has received additional requests for information from its regulators in the jurisdictions in which it is licensed, in particular around the Plus500 Group's internal client on-boarding processes, which has caused significant disruption to the Plus500 Group's operations.

The Plus500 Board has assessed the benefits of continuing to operate as an independent company traded on AIM, and the potential future growth in equity value for investors, against the certainty for Shareholders of realising value at a cash premium to the recent share price that is not currently available in the market.

The Plus500 Board believes that the advantages that may be achieved through being part of a larger organisation will provide further benefits to employees and customers of Plus500.

In making its decision, the Plus500 Board relied, among other things, on the advice of its financial adviser, Liberum Capital. On 31 May 2015, Liberum Capital rendered its opinion to the Plus500 Board that, as of such date and based upon and subject to the qualifications, limitations and assumptions stated in its written opinion, the consideration to be offered to the Shareholders in the Merger was fair, from a financial point of view, to the Shareholders in the circumstances.

The Plus500 Board has concluded that Shareholders' best interests are served by the Merger. As such the Plus500 Board unanimously recommends that Shareholders vote in favour of the Merger at the Special General Meeting. The Plus500 Board has determined that the Merger is a Permitted Acquisition as defined, and in accordance with, Plus500's Articles of Association.

Irrevocable voting undertakings

Each of Alon Gonen, Gal Haber, Elad Ben Izhak, Shlomi Weizmann and Omer Elazari has irrevocably undertaken to Playtech to procure the vote in favour of the Merger at the Special General Meeting in respect of his entire beneficial holdings of Plus500 Shares. These voting undertakings, in aggregate, amount to 40,932,911 Plus500 Shares, representing approximately 35.6% of Plus500's issued share capital at the Latest Practicable Date.

Further details of these irrevocable voting undertakings (including the circumstances in which they fall away) are set out in Part 7 of this Information Statement.

Merger Agreement

On 31 May 2015, Plus500, Brighttech and Socialdrive entered into the Merger Agreement, which sets out the terms and conditions for the Merger and governs the relationship of the parties in relation to the Merger until it become effective.

A summary of the main provisions of the Merger Agreement is set out in Part 4 of this Information Statement.

Information relating to Plus500

Plus500, which is traded on AIM under the ticker AIM:PLUS, has developed and operates an online trading platform for retail customers to trade CFDs internationally over more than 2000 different underlying global financial instruments comprising equities, ETFs, foreign exchange, indices and commodities. Plus500 enables retail customers to trade CFDs in more than 50 countries. The trading platform is accessible from multiple operating systems (Windows, smartphones (iOS, Android and Windows Phone) and tablets (iOS, Android and Surface)) and web browsers. Plus500's proprietary trading platform has been designed to be as intuitive and easy to use as possible and has been localised into over 31 languages.

Plus500 reported total revenue for the year ended 31 December 2014 of \$228.9 million, representing an increase of 99% on the previous year, with 94% of Plus500's total revenue being derived from Regulated Markets. Plus500's EBITDA margin for the same period increased to 63.6%, whilst EBITDA increased 116% to \$145.4 million. For the year ended 31 December 2014, Plus500 generated a pre-tax profit of \$138.1 million. As at 31 December 2014, Plus500 reported total gross assets of \$146.3 million.

As announced by Plus500 on 1 June 2015, the Plus500 Board expects that the Plus500 Group revenue in 2015 will be slightly lower than in 2014. The Plus500 Board has concluded that it is in the interests of the Plus500 Group to continue its substantial marketing spend in order to maintain its customer base, which will lead to a significantly lower margin in 2015 than in 2014, but is consistent with a return to good revenue growth in 2016.

Financial information relating to the Plus500 Group is referred to in Part 5 of this Information Statement.

Current trading, remediation plan and outlook of Plus500

As announced on 18 May 2015, 22 May 2015, 1 June 2015 and 9 June 2015, Plus500 reported that:

- On 30 October 2014, Plus500UK provided a Voluntary Requirement to the FCA whereby Plus500UK was prohibited from conducting all transactions for customers without appropriate AML documentation;
- On 9 January 2015, Plus500UK was required by the FCA to appoint a skilled person to conduct a review of its AML, financial sanction systems and other related regulatory controls;
- On 18 May 2015, Plus500UK prohibited all transactions for existing customers until additional AML procedures have been completed and ceased on-boarding any new clients until procedures are agreed with the then-skilled person, which was estimated to be concluded within days; and
- Plus500 has become the subject of increased scrutiny and has received additional requests for information from its regulators in the jurisdictions in which it is licensed.

As announced by Plus500 on 9 June 2015, remediation actions are up to full speed to re-approve Plus500UK's customer accounts, with up to 40 staff working on the project. As at close of business on 8 June 2015, approximately 23,000 customers had logged into their account since 18 May 2015, the date on which Plus500UK froze activity on existing customer accounts, and of these, 10,147 customers had completed the remedial AML procedures, and 8,457 customer accounts have now been fully reviewed by the remediation team and unfrozen, thereby enabling those customers to trade and to deposit and withdraw funds. While it is too early to anticipate the ongoing behaviour of those customers who are now free to trade, 5,205 have resumed trading (61%) and 457 have cashed out all their funds (5%).

Plus500UK has also commenced communication with inactive customers encouraging them to submit the appropriate documentation so that they are cleared to trade when they next wish to. Plus500UK continues to work with compliance consultants on agreeing on the required procedures to enable the onboarding of new clients.

On 27 May 2015, Plus500 estimated that in the two weeks between 11 May 2015 and 25 May 2015, revenue had reduced by US\$4 million and that additional one-off remediation costs would be incurred, conservatively estimated to be US\$2 million. In addition, Plus500 stated that it remains in active dialogue with the then-skilled person regarding the modifications to its on-boarding processes for new customers and until this has come to a conclusion, it would be unable to on-board any new customer accounts through its FCA regulated subsidiary and expected the process to take about a month.

As announced by Plus500 on 16 April 2015 and 27 May 2015, the Plus500 Group achieved revenue of US\$82.1 million in the first quarter of 2015, a 35% increase on the US\$60.7 million achieved in the same quarter of 2014, and through 25 May 2015, the Plus500 Group had achieved revenues of US\$25.8 million for the second quarter of 2015. Given that periods of less than a quarter can be volatile we recommend caution in extrapolating from these figures.

As announced by Plus500 on 27 May 2015, Plus500's net cash position as at 26 May 2015 stood at US\$92.2 million, excluding customer cash retained separately in segregated accounts. As further described in Part 4 of this Information Statement, the Merger Agreement prohibits Plus500 from distributing dividends to the Shareholders until the effective date of the Merger without the prior consent of Playtech.

We Further urge you to review the statements and trading updates issued by Plus500 on 16 April 2015, 18 May 2015, 22 May 2015, 27 May 2015, 1 June 2015 and 9 June 2015, which are incorporated by reference into this Information Statement as described in Part 7 of this Information Statement.

Information on Playtech

The following information on Playtech has been provided by Playtech to the Plus500 Board and has not been independently verified by Plus500:

About Playtech

The Playtech Group's business was first established in 1999 by entrepreneurs from the casino, software engineering and multi-media industries. Playtech, the holding company of the Playtech Group, was incorporated in the British Virgin Islands in 2002. On 21 June 2012, the company's registration was re-domiciled to the Isle of Man. In March 2006, Playtech's shares were admitted to trading on AIM, and since June 2012 are traded on the Main Market (Premium Listing) of the London Stock Exchange.

The Playtech Group is a leading gambling software and services provider, primarily focused on the online segment. The Playtech Group's principal business activities are the design, development and licensing of software and the provision of complementary services for the gambling industry. The Playtech Group generates revenue from licensing software products to licensees and charging a royalty based on a percentage of a licensee's net revenue. The Playtech Group also generates revenue from the provision of services, which complement its software offering and enables the Playtech Group to provide a turnkey solution to licensees.

In terms of its software offering, Playtech offers its licensees a wide range of online gambling products including casino, bingo, poker, land-base and sports lottery, virtual sports, binary options and social games all supported by the IMS – a cutting-edge platform enabling a single account log-in with one wallet with multi-currency functionality and are available in a variety of languages. Playtech also offers its entire product suite across all platforms including its state-of-the-art mobile offering, and a cross-channel capability including retail/online/mobile.

In terms of its services offering, the Playtech Group provides a range of complementary services to operators including affiliate management, media buying, CRM, VIP management, operational support including fraud prevention, network management, hosting, reconciliation and payment advisory services, all designed to leverage the market-leading tools delivered by Playtech's IMS. The vast majority of the Playtech Group's products and services are licensed to operators on a revenue share basis. The revenue share model ensures that the Playtech Group is aligned with the businesses of its licensees, thereby developing a strong relationship focused on achieving common business objectives.

Since Playtech's initial public offering in 2006, the Playtech Group has continued to grow through a mixture of organic growth coupled with strategic acquisitions and investments. Organic growth has been driven by a focus on product innovation and development of cross-platform capabilities, and the ability of the Playtech Group to

cross-sell a wider range of products across its more diverse licensee base. The Playtech Group's strategic acquisitions and investments (including in joint ventures) since the initial public offering have complemented this organic growth by expanding the Playtech Group's product and services range as well as its number of licensees.

With the acquisition of TradeFX Limited in May 2015, the Playtech Group entered the growing online CFDs and binary options industry.

Financing of the Merger and Playtech Shareholder Approval

Playtech expects to fund the Merger from existing cash resources and new debt facilities.

Under the terms of the Merger Agreement, Brighttech has represented that it will have, immediately prior to, from and after the consummation of the Merger, sufficient cash on hand and available to make payment of the Merger Consideration to Shareholders. Playtech Software Limited, a wholly-owned subsidiary of Playtech, has also provided a guarantee to Plus500 covering all obligations of Brighttech under the Merger Agreement.

The Merger will be a Class 1 transaction for Playtech for the purposes of the UK Listing Rules which requires the publication of a shareholder circular by Playtech and the approval of the Playtech shareholders. Brickington Trading Limited, the largest shareholder of Playtech, has undertaken to vote in favour of the Merger at the Playtech shareholder meeting to be convened in connection with the Merger in respect of its own beneficial holding of 98,645,782 shares representing approximately 33.6% of the ordinary share capital of Playtech in issue as at 29 May 2015.

Plus500 management and employees

As stated by Playtech in the joint announcement released on 1 June 2015, Playtech attaches importance to the skills, experience and industry knowledge of the existing management and employees of Plus500. Playtech cannot be certain as to what, if any, repercussions there will be on employment, the locations of Plus500's or Playtech's places of business or any redeployment of their fixed assets. Playtech intends, conditional upon the Merger completing, to carry out a strategic review of the combined businesses and operations. Playtech's strategic review may result in the combination of elements of the respective businesses in order to capitalise on the benefits of co-ordination as soon as possible after completion of the Merger and currently expects that the review will be completed within six months. The Playtech Directors cannot exclude the possibility that changes will take place during the period of the strategic review. The Playtech Directors confirmed that, upon the Merger completing, the existing employment rights of all Plus500 Group employees will continue to be fully safeguarded and their accrued rights to pension benefits protected.

Each of Alon Gonen, Gal Haber, Elad Ben Izhak, Shlomi Weizmann and Omer Elazari have executed an undertaking in favour of Playtech to continue working for Plus500 for a period of 12 months after the consummation of the Merger, to the extent requested by Playtech.

No Different Interests of Directors

None of Plus500's Directors are entitled to any special or different rights in connection with the Merger or as a result of the consummation of the Merger. Pursuant to the Merger Agreement, it is a condition to completion of the Merger that all members of the Plus500 Board resign from their position as directors of Plus500.

It is expected that the executive directors of Plus500 will be asked to continue serving as officers (but not Directors) of Plus500 following the completion of the Merger. However, Playtech has not committed to continue such employment.

As described above, two of the executive directors of Plus500, Alon Gonen and Gal Haber, have executed an undertaking in favour of Playtech to continue working for Plus500 for a period of 12 months after the consummation of the Merger, to the extent requested by Playtech.

Share Appreciation Rights; Change of Control Payments

The consummation of the Merger shall result in the acceleration of all outstanding Share Appreciation Rights held by Plus500 employees (including one executive director of Plus500 who does not otherwise own any Plus500 Shares (Ms. Inbal Marom)). The aggregate payout to all employees is expected to be approximately £960,000,

including approximately £111,500 payable to the relevant executive director. The calculation above is based on the exchange rates as of the date of the Merger Agreement, and assumes that the price of the Plus500 Shares during the 60 trading days preceding the date the Merger is consummated equals the Merger Consideration.

Taxation

Your attention is drawn to Part 6 of this Information Statement, which contains a general guide as to the UK and Israeli tax implications for Shareholders as a result of the Merger. If you are in any doubt as to your own tax position, or if you are subject to taxation in any jurisdiction other than the UK and Israel, you should consult an appropriate independent financial adviser.

Plus500 has filed an application on 10 June 2015 with the Israeli Tax Authority for a ruling to provide that no Israeli withholding tax shall be applicable to a Shareholder who certifies that they are not an Israeli resident. If the ruling is granted, no Israeli tax shall be withheld from any non-Israeli resident that complies with the tax ruling requirements.

Subject to the outcome of the Israeli Tax Authority ruling, Shareholders will be asked to complete and return an Israeli Tax Declaration Form which will be sent out to Shareholders in due course. Failure to complete the Israeli Tax Declaration Form could result in withholding being made from any payment of the Merger Consideration to such Shareholder at the Israeli applicable withholding rate.

Risk factors

Shareholders should consider fully the risk factors set out in Part 3 of this Information Statement.

Cancellation of admission to trading on AIM

It is anticipated that immediately following the completion of the Merger, Brighttech, as the sole shareholder of Plus500 following the Merger, will apply to cancel admission of Plus500 Shares to trading on AIM to take effect as soon as possible thereafter. Following such cancellation, Liberum Capital, Plus500's nominated adviser pursuant to the AIM Rules, will cease to act as the nominated adviser and Plus500 will no longer be required to comply with the AIM Rules.

Special General Meeting

A notice convening a Special General Meeting of Plus500, to be held at 11 a.m. on 16 July 2015 at the Regus Offices, Level 9, CityPoint, 1 Ropemaker Street, London, EC2Y 9HT, is set out at the end of this Information Statement. A Form of Proxy or Form of Direction to be used in connection with the Special General Meeting is enclosed. The purpose of the Special General Meeting is to seek Shareholders' approval for the Merger.

If the Merger is approved at the Special General Meeting in the manner set out above (and subject to all other Conditions being satisfied and/or waived), all Shareholders will be bound by the terms of the Merger and will receive the Merger Consideration, including those Shareholders who voted against the Resolution at the Special General Meeting or who did not vote.

Action to be taken

You will find enclosed a Form of Proxy or Form of Direction for use at the Special General Meeting. If you hold your Plus500 Shares in certificated form, whether or not you plan to attend the Special General Meeting, you are encouraged to complete the accompanying Form of Proxy and return it to Plus500's registrars, Capita Asset Services, PXS, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU as soon as possible and, in any event, so as to arrive by no later than 24 hours before the time fixed for the Special General Meeting being 11 a.m. on 15 July 2015. Completion and return of the Form of Proxy will not preclude Shareholders from attending and voting in person at the Special General Meeting, should they wish to do so.

If, however, you hold your Plus500 Shares as Depository Interests, whether or not you plan to attend the Special General Meeting, you are encouraged to complete the accompanying Form of Direction and return it to the Depository, Capita IRG Trustees Limited, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, by no later than 11 a.m. on 14 July 2015. Depository Interest Holders will require a Letter of Representation in order to attend, speak or vote in person at the Special General Meeting. This may be requested from the Depository by no

later than 72 hours prior to the start of the Special General Meeting or any adjournment thereof.

Upon the Merger becoming effective, each existing certificate representing a holding of Plus500 Shares shall cease to have effect as documents of title or to be valid for any other purpose and each holder of certificates representing Plus500 Shares shall be bound at the request of Plus500 to deliver up the same to Plus500 or to any person nominated by Plus500 for cancellation or to destroy the same.

Details relating to the settlement of the Merger Consideration is included in paragraph 21 of Part 4 of this Information Statement.

Further information

Your attention is drawn to the further information contained in Parts 3 to 9 of this Information Statement. You are advised to read the whole of this Information Statement and not to rely solely on the information contained in this letter.

Recommendation

The Plus500 Board considers the Merger to be in the best interests of Shareholders as a whole. Accordingly, the Plus500 Board unanimously recommends that Shareholders vote in favour of the Resolution to be proposed at the Special General Meeting.

In addition to the irrevocable undertaking to Playtech of each of Alon Gonen, Gal Haber, Elad Ben Izhak, Shlomi Weizmann and Omer Elazari (as described above) to procure the vote in favour of the Merger at the Special General Meeting in respect of his entire beneficial holdings of Plus500 Shares amounting in the aggregate to 40,932,911 Plus500 Shares, representing approximately 35.6% of Plus500's issued share capital at the Latest Practicable Date, each of the other Plus500 Directors not included in such irrevocable voting undertaking has agreed in respect of his or her own beneficial holdings amounting (as at the Latest Practicable Date) to an aggregate of 214,643 Shares to vote in favour of the Resolution to be proposed at the Special General Meeting.

Yours faithfully,

Alastair Gordon
Non-executive Chairman

PART 3 RISK FACTORS

In addition to the other information included in this Information Statement, including the matters addressed under the caption titled "Cautionary Note Regarding Forward-Looking Statements" on page 2, you should carefully consider the following risk factors with respect to the Merger in determining how to vote at the Special General Meeting.

Failure to complete the Merger could negatively impact the Plus500 share price, business, financial condition, results of operations or prospects.

The Merger is subject to the satisfaction or waiver of certain closing conditions described in Part 4 of this Information Statement.

No assurance can be given that each of the conditions will be satisfied. If the conditions are not satisfied or waived in a timely manner and the Merger is delayed, payment of the Merger Consideration will also be delayed. In addition, the Merger Agreement may be terminated under the circumstances described in Part 4 of this Information Statement. If the Merger is not completed (including in the case the Merger Agreement is terminated), Plus500's ongoing business may be adversely affected and, without realising any of the benefits of having completed the Merger, Plus500 will be subject to a number of risks, including the following:

- it may be required to pay Playtech a Termination Fee of £20.7 million if the Merger is terminated under various circumstances described in Part 4 of this Information Statement;
- the price of the Plus500 Shares may decline, including to the extent that the current market price reflects a market assumption that the Merger will be completed;
- under the Merger Agreement, Plus500 is subject to certain restrictions on the conduct of its business prior to completing the Merger that may affect its ability to execute certain of its business strategies prior to the termination of the Merger Agreement; and
- during the period before completion of the Merger, management's attention will be diverted from the day-to-day business of Plus500, which could otherwise have been devoted in this period to other opportunities that may have been beneficial to Plus500 as an independent company.

If the Merger is not completed, these risks may materialise and may adversely affect the price of the Plus500 Shares, or Plus500's business, financial condition, results of operations or prospects.

The fact that there is a Merger pending could harm Plus500's business, revenue and results of operations.

While the Merger is pending, it may create uncertainty about Plus500's future. Plus500 is subject to a number of risks that may harm its business, revenue and results of operations, including:

- the diversion of management and employee attention may detract from Plus500's ability to grow revenues;
- Plus500 has and will continue to incur significant expenses related to the Merger prior to its closing; and
- it may be unable to respond effectively to competitive pressures, industry developments and future opportunities.

Plus500's current and prospective employees may be uncertain about their future roles and relationships with Plus500 following completion of the Merger. This uncertainty may adversely affect Plus500's ability to attract and retain key personnel.

The obligation to pay a termination fee under certain circumstances and the restrictions on the ability to solicit or engage in negotiations with respect to other acquisition proposals may discourage other transactions that may be favourable to the Shareholders.

Until the Merger is completed or the Merger Agreement is terminated, with limited exceptions, the Merger Agreement prohibits Plus500 from entering into, soliciting or engaging in negotiations with respect to acquisition proposals or other business combinations. Further detail on these restrictions, including the limited exceptions thereto, is contained in Part 4 of this Information Statement.

In addition, Plus500 will be obliged to pay Playtech a termination fee of £20.7 million in the following circumstances:

- a takeover proposal (or an intention to make a takeover proposal) shall have been made known to Plus500 and publicly disclosed or made publicly known or made directly to the Shareholders, and thereafter, the Merger Agreement is terminated by Plus500 or Brighttech due to the failure to obtain the Shareholder Approval, and further thereafter within nine (9) months after the date the Merger Agreement is terminated, Plus500 enters into a definitive agreement with respect to any takeover proposal that is subsequently consummated;
- Plus500 terminates the Merger Agreement in order to enter into an agreement with respect to a Superior Proposal, prior to the Shareholder Approval being obtained; or
- in the event the Merger Agreement is terminated by Brighttech as a result of (i) the Plus500 Board changing its recommendation to the Shareholders to vote for the Merger in connection with a Superior Proposal; or (ii) the Plus500 Board refusing to re-affirm its recommendation to Shareholders to vote for the Merger within seven (7) Business Days of a written request from Brighttech following the public disclosure or announcement of a takeover proposal and, within nine (9) months after the date the Merger Agreement is terminated, Plus500 enters into a definitive agreement with respect to any takeover proposal that is subsequently consummated.

Following approval of the Merger by Shareholders, Plus500 will lose its right to terminate the Merger Agreement in order to enter into an agreement with respect to a Superior Proposal.

The above provisions could discourage other persons from proposing alternative transactions to Plus500 that may be more favourable to Shareholders than the Merger.

If the Merger is not consummated by 31 December 2015, either Plus500 or Playtech may, under certain circumstances which may be beyond Plus500's control, choose not to proceed with the Merger.

The Merger is subject to the satisfaction or waiver of certain closing conditions described in Part 4 of this Information Statement. Certain of these conditions are beyond Plus500's control. If the Merger has not been completed by 31 December 2015, either Plus500 or Playtech may terminate the Merger Agreement, except that this termination right is not available to a party whose breach of the Merger Agreement has been a principal cause of, or primarily resulted in, the failure to close the Merger by such date or is a breach of the Merger Agreement.

IN ADDITION TO THE RISK FACTORS OUTLINED ABOVE WITH RESPECT TO THE MERGER, SHAREHOLDERS SHOULD CAREFULLY CONSIDER, IN DETERMINING HOW TO VOTE AT THE SPECIAL GENERAL MEETING, PLUS500'S CURRENT TRADING, REMEDIATION PLAN AND OUTLOOK, AS DESCRIBED IN PART 2 OF THIS INFORMATION STATEMENT AND IN THE STATEMENTS AND TRADING UPDATES ISSUED BY PLUS500 ON 18 MAY 2015, 22 MAY 2015, 27 MAY 2015, 1 JUNE 2015 AND 9 JUNE 2015, WHICH ARE INCORPORATED BY REFERENCE INTO THIS INFORMATION STATEMENT AS DESCRIBED IN PART 7 OF THIS INFORMATION STATEMENT.

PART 4 THE MERGER AGREEMENT AND RELATED DOCUMENTATION

This section of this Information Statement describes the material provisions of the Merger Agreement, but does not purport to describe all of the terms of the Merger Agreement and may not contain all of the information that is important to you. The following summary is qualified in its entirety by reference to the complete text of the Merger Agreement, which is available for review at the offices of Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG. You are urged to read the Merger Agreement carefully and in its entirety because it is the legal document that governs the Merger.

The Merger Agreement contains representations and warranties by Plus500, Brighttech and Socialdrive which were made only for the purposes of that agreement and as of specified dates. The representations, warranties and covenants in the Merger Agreement were made solely for the benefit of the parties to the Merger Agreement, may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement instead of establishing these matters as facts, and may apply contractual standards of materiality or material adverse effect that generally differ from those applicable to investors. In addition, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in Plus500's public disclosures.

1. The Parties to the Merger

Plus500 Ltd. was incorporated and registered in the State of Israel with registered number 514142140 on 26 May 2008 as a private limited liability company under the name Investsoft Ltd. On 18 June 2012, it changed its name to Plus500 Ltd. The principal legislation under which Plus500 operates is the Israeli Companies Law and the regulations thereunder.

Plus500, which is admitted to trading on AIM under the ticker AIM:PLUS, has developed and operates an online trading platform for retail customers to trade CFDs internationally over more than 2000 different underlying global financial instruments comprising equities, ETFs, foreign exchange, indices and commodities. Plus500 enables retail customers to trade CFDs in more than 50 countries. The trading platform is accessible from multiple operating systems (Windows, smartphones (iOS, Android and Windows Phone) and tablets (iOS, Android and Surface)) and web browsers. Plus500's proprietary trading platform has been designed to be as intuitive and easy to use as possible and has been localised into over 31 languages.

The principal executive offices of Plus500 are located at MATAM, Building 25, Haifa 31905, Israel.

Brighttech Investments S.A. is a Luxembourg company and a subsidiary controlled by Playtech. The registered office of Brighttech is located at 6, Boulevard Pierre Dupong, L-1430 Luxembourg.

Founded in 1999, Playtech is listed on the London Stock Exchange under the ticker LSE:PTEC and has approximately 5,000 employees located in thirteen countries. Its leading gaming applications include casino, bingo, poker, sports betting, live, mobile and social gaming, casual and fixed odds games, as well as those applications offered by TradeFX Limited, an online CFDs and binary options broker and trading platform provider. The registered office of Playtech is located at Ground Floor, St George's Court, Upper Church Street, Douglas, Isle of Man IM1 1EE

Socialdrive Ltd, which is also referred to in this Information Statement as Socialdrive, is an Israeli company and a direct wholly-owned subsidiary of Brighttech. Socialdrive has not engaged in any business except activities incidental to its formation and in connection with the transactions contemplated by the Merger Agreement. The registered office of Socialdrive is located at 21 Ha'Arbaa Street, Tel Aviv, Israel

2. Structure of the Merger; Shareholder Approval

Subject to the terms and conditions of the Merger Agreement and in accordance with Israeli law, Socialdrive, a wholly-owned subsidiary of Brighttech, will be merged with and into Plus500, with Plus500 surviving the Merger.

Following completion of the Merger, Plus500 will be a subsidiary of Playtech, and it is anticipated that immediately following the completion of the Merger, Brighttech, as the sole shareholder of Plus500 following the Merger, will apply to cancel admission of Plus500 Shares to trading on AIM to take effect as soon as possible thereafter.

As a result, after the Merger, the Plus500 Shares will no longer be publicly traded on AIM or elsewhere.

The Merger will be effected by way of a statutory merger pursuant to Sections 314-327 of the Israeli Companies Law.

Approval of the Merger Proposal by the Shareholders vote will require:

- the affirmative vote of holders of a majority of the voting power of Plus500 entitled to vote at the Special General meeting; and
- a *simple majority* of the votes cast at the Special General Meeting (and, for the purposes of calculating the *simple majority*, Section 320(c) of the Israeli Companies Law provides that any votes cast by or on behalf of any member of the Playtech Group or Brickington Trading Limited (which holds 33.6% of the issued share capital of Playtech) or any other shareholder holding 25% or more of the issued share capital of Playtech shall be disregarded).

If the Merger is approved at the Special General Meeting in the manner set out above (and subject to all other Conditions being satisfied and/or waived), all Shareholders will be bound by the terms of the Merger and will receive the Merger Consideration, including those Shareholders who voted against the Resolution at the Special General Meeting or who did not vote.

We refer to the foregoing approval as the “*Shareholder Approval*.”

3. Merger Consideration

Under the terms of the Merger, each Plus500 Share issued and outstanding immediately prior to the effective time of the Merger will be converted into the right to receive 400 pence in cash (which is referred to in this Information Statement as the Merger Consideration) without any interest thereon, subject to the withholding of any applicable taxes.

4. Representations and Warranties

The Merger Agreement contains a number of representations made by and to Brighttech and Socialdrive, on the one hand, and Plus500, on the other hand.

Representations made by Plus500 to Brighttech and Socialdrive in the Merger Agreement relate to, among other things:

- organisation, standing and corporate power;
- capitalisation of Plus500 and its subsidiaries;
- share appreciation rights;
- authority, noncontravention and voting requirements;
- required filings and consents;
- financial statements; no undisclosed liabilities;
- absence of certain changes or events;
- legal proceedings;

- compliance with laws; permits;
- tax matters;
- labour matters;
- company benefit plans;
- government grants;
- contracts;
- intellectual property;
- opinion of financial adviser;
- brokers and other advisers;
- related party transactions;
- insurance;
- property;
- environmental matters;
- rights agreement, anti-takeover provisions;
- insolvency; and
- information supplied.

Representations made by Brighttech and Socialdrive to Plus500 in the Merger Agreement relate to, among other things:

- organisation;
- authority; noncontravention;
- required filings and consents;
- information supplied;
- compliance;
- ownership and operations of Socialdrive;
- brokers and other advisers;
- available funds; and
- legal proceedings.

Significant portions of the representations and warranties of Plus500 are qualified by “materiality” or “Company Material Adverse Effect.”

A “*Company Material Adverse Effect*” means any change, event, circumstance, effect, development, occurrence or state of facts that, individually or in the aggregate, and regardless of whether or not such change constitutes a breach of the representations or warranties made by Plus500 in the Merger Agreement: is, or is reasonably likely

to be, material and adverse to the business, condition, properties, assets, liabilities (contingent or otherwise), results of operations or financial condition of Plus500 and its subsidiaries taken as a whole; *provided, however*, that none of the following shall be deemed in itself to constitute, and that none of the following changes, events, circumstances, effects, developments, occurrence or state of facts shall be taken into account in determining whether there has been or would reasonably be expected to be, a Company Material Adverse Effect:

- changes in IFRS or applicable law (or any interpretations thereof), occurring after the date of the Merger Agreement;
- any acts of terrorism or war or any weather related event, fire or natural disaster;
- compliance with the terms of, the taking of any action required or the failure to take any action prohibited by, the Merger Agreement or any other transaction document or the taking of any action consented to in writing or requested in writing by Brighttech or Socialdrive;
- any failure by Plus500 to meet internal or published projections, forecasts, performance measures, operating statistics or revenue or earnings predictions for any period (it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been or would reasonably be expected to be, a Company Material Adverse Effect);
- the announcement of the execution of the Merger Agreement or the pendency of consummation of the Merger (including the threatened or actual impact on relationships of Playtech with customers, vendors, suppliers, distributors, landlords or employees);
- changes in the industries or in the markets or legal or regulatory environment in which Plus500 and its subsidiaries operate generally; or
- general economic or political conditions or the applicable capital markets, or financial credit in general (including prevailing interest rates, exchange rates and stock market levels,

except, in each case of the second, sixth and seventh bullets above, if Plus500 and its subsidiaries taken as a whole are adversely affected in a materially disproportionate manner relative to other participants in the industries in which Plus500 and its subsidiaries participate.

Some of the representations and warranties of Brighttech and Socialdrive are qualified by “materiality” or by any event, change, effect, development, condition or occurrence that would not prevent or materially delay Brighttech from consummating the transactions contemplated by the Merger Agreement or prevent or materially delay that party from performing its obligations under the Merger Agreement.

The representations and warranties in the Merger Agreement do not survive the completion of the Merger.

5. Conduct of Business by Plus500

Plus500 has agreed that until the effective date of the Merger, Plus500 and its subsidiaries will conduct their businesses in all material respects in the ordinary course of business consistent with past practice and use commercially reasonable efforts to maintain and preserve intact its business organisation, its permits, and the goodwill of those having business relationships with it and retain the services of its present executive officers and key employees consistent with past practice, except as required for the purposes of or expressly permitted by the Merger Agreement, as required by applicable law, as the Plus500 Board considers necessary or desirable in connection with the discharge of or compliance with any legal or regulatory obligation, including any requirement imposed by the FCA, or in connection with their dealings with or disclosures to any regulator including without limitation the FCA or regulators in Cyprus or Australia, or as consented to by Brighttech in writing (such consent shall not be unreasonably withheld, conditioned or delayed).

Plus500 has further agreed generally not to take, and not to permit its subsidiaries to take, certain material actions prior to the effective time of the Merger without the prior written consent of Brighttech.

In particular, the Merger Agreement prohibits Plus500 from distributing dividends to the Shareholders until the effective date of the Merger without the prior written consent of Brighttech.

6. Special General Meeting; Merger Proposal

Plus500 has agreed, as soon as practicable after the date of the Merger Agreement (and in any event, no later than 13 June 2015), to establish a record time for, duly call, give notice of and convene a meeting of the Shareholders for the purpose of obtaining the Shareholder Approval, publish the notice of the Special General Meeting, and mail to the Shareholders and make public through Plus500's website this Information Statement.

Brighttech has agreed, as soon as practicable after the date of the Merger Agreement, to cause Playtech to prepare a class 1 circular (which will, inter alia, convene a general meeting of Playtech seeking shareholder approval for the Merger) as required under applicable laws and the rules applicable to premium listed companies whose share are traded on the Main Market of the London Stock Exchange.

Plus500 and Socialdrive have agreed that they will, as promptly as reasonably practicable after the execution of the Merger Agreement, cause a merger proposal (in the Hebrew language) to be executed in accordance with Section 316 of the Israeli Companies Law and delivered and filed with the Israeli Companies Registrar. Plus500 and Socialdrive have further agreed to timely provide and/or publish notices to their creditors in accordance with Section 318 of the Israeli Companies Law and to timely inform the Israeli Companies Registrar, in accordance with Section 317(b) of the Israeli Companies Law, that notice was given to their respective creditors under Section 318 of the Israeli Companies Law. The executed merger proposals of Socialdrive and Plus500 will be filed with the Israeli Companies Registrar on 14 June 2015. The notice to creditors will also be published by Socialdrive and Plus500 on 14 June 2015, and the related notification to the Israeli Companies Registrar that such notices had been provided will be provided by Socialdrive and Plus500 shortly thereafter. Notices to the Israeli Companies Registrar of the approval of the Merger by a merging company's shareholders will be filed by Socialdrive on 14 June 2015 and will be filed by Plus500 promptly following the receipt of Shareholder Approval.

7. Conditions to the Completion of the Merger

Each party's obligation to complete the Merger is conditioned upon the satisfaction or waiver (to the extent permissible), on or prior to the closing date, of all of the following conditions:

- the Shareholder Approval having been obtained and the shareholder approval of Playtech having been obtained;
- the receipt of regulatory approvals and any required antitrust clearance;
- no governmental entity having enacted, issued or promulgated any law or any injunction or order which is in effect and which has the effect of making the Merger illegal or otherwise prohibiting or preventing the consummation of the Merger; and
- as required by the Israeli Companies Law, (i) at least 50 days having elapsed after the filing of a merger proposal with the Israeli Registrar of Companies of the State of Israel and (ii) at least 30 days having elapsed after the Shareholder Approval and the approval of the Merger by the shareholder of Socialdrive having been obtained (Brighttech, the sole shareholder of Socialdrive, approved the Merger Agreement on the date of the Merger Agreement).

The respective obligations of Brighttech and Socialdrive to complete the Merger are subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of Plus500 being true and correct as of the date made and as of the closing date, except for any inaccuracy which has not had, individually or in the aggregate, a Company Material Adverse Effect;
- Plus500 having performed and complied with its obligations and covenants under the Merger Agreement except for any non-compliance which has not had, individually or in the aggregate, a Company Material Adverse Effect and there was no intentional material non-compliance;
- no Company Material Adverse Effect having occurred since the date of the Merger Agreement; and
- the Directors of Plus500 having resigned.

Plus500's obligation to complete the Merger is subject to the satisfaction or waiver of the following additional conditions:

- the representations and warranties of Brighttech and Socialdrive being true and correct as of the closing date, except for any inaccuracy which would not, individually or in the aggregate, result in a Parent Material Adverse Effect; and
- Brighttech and Socialdrive having performed and complied with their obligations and covenants under the Merger Agreement except for any non-compliance which has not had, individually or in the aggregate, a Parent Material Adverse Effect.

The consummation of the Merger is not subject to a financing contingency.

8. No Solicitation of Acquisition Proposals; Board Recommendation Change; Fiduciary Termination

Plus500 has agreed that it will and will cause its subsidiaries and their respective representatives to immediately cease any and all existing discussions, communications or negotiations with respect to any acquisition proposal with any persons conducted prior to the execution of the Merger Agreement and refrain from any discussions, communications or negotiations with respect to any acquisition proposal for so long as the Merger Agreement is in effect.

Notwithstanding the restrictions above, the Plus500 Board is permitted to engage in discussions of, or provide non-public information with respect to, any bona fide, unsolicited written acquisition proposal received without a breach of the "no solicitation" restrictions described above if the Plus500 Board has determined, after consultation with its financial adviser and outside legal counsel, that the acquisition proposal constitutes or may reasonably be expected to lead to a "superior proposal". A "superior proposal" is a proposal in cash where the consideration payable thereunder to the Shareholders is not less than 105% of the Merger Consideration (or any amended terms of the Merger put forward by Brighttech).

In such case, if the Shareholder Approval has not yet been obtained, the Plus500 Board may change its recommendation to the Shareholders and/or terminate the Merger Agreement and pay a termination fee in certain cases (as described below), subject to the right of Brighttech to match the superior proposal.

9. Termination Provisions

The Merger Agreement may be terminated at any time before the effective time of the Merger by the mutual written consent of Brighttech and Plus500.

The Merger Agreement may also be terminated prior to the effective time of the Merger by Plus500 or Brighttech if:

- a governmental entity has enacted a law or issued a final and nonappealable order or taken any other action, having the effect of permanently restraining, enjoining or otherwise prohibiting the Merger;
- the Merger is not consummated by 31 December 2015 (provided, however, that the right to terminate the Merger Agreement pursuant to this provision shall not be available to any party whose actions or omissions have been a principal cause of, or primarily resulted in, the failure of the Merger to occur on or before such date and such action or failure to act constitutes a breach of the Merger Agreement); or
- the Shareholder Approval or the Playtech shareholders' approval is not obtained after the final adjournment of the shareholders' meeting at which a vote is taken on the Merger.

The Merger Agreement may also be terminated by Brighttech under any of the following circumstances:

- if (A) the Plus500 Board changes its recommendation to vote in favour of the Merger in connection with a Superior Proposal, or (B) following the public disclosure or announcement of a takeover proposal the Plus500 Board shall have failed to reconfirm publicly its recommendation of the Merger within seven Business Days after Plus500 receives Brighttech's written request therefor; or

- Plus500 has materially breached any of its representations, warranties or covenants under the Merger Agreement which would result in the failure to satisfy a closing condition (subject to an overall material adverse effect qualification), and Plus500 has failed to cure or cannot cure the breach within 30 days following notice of the breach from Brighttech.

The Merger Agreement may also be terminated by Plus500 under any of the following circumstances:

- at any time prior to the receipt of the Shareholder Approval, in order to enter into an agreement with respect to a Superior Proposal, provided that Plus500 pays the termination fee to Brighttech concurrently with the termination of the Merger Agreement;
- Brighttech or Socialdrive has materially breached any of its representations, warranties or covenants under the Merger Agreement which would result in the failure to satisfy a closing condition (subject to an overall material adverse effect qualification), and Brighttech or Socialdrive has failed to cure or cannot cure the breach within 30 days following notice of the breach from Plus500; or
- if (A) all the conditions to closing have been satisfied (or waived), (B) Plus500 has irrevocably confirmed in a written notice delivered to Brighttech that Plus500 stands, and will stand, ready, willing and able to consummate the Merger and (C) Brighttech fails to consummate the Merger within five (5) Business Days after the delivery of such written notice.

10. Termination Fee

Plus500 is required to pay Brighttech a £20.7 million termination fee in connection with the termination of the Merger Agreement under the following circumstances:

- a takeover proposal (or an intention to make a takeover proposal) shall have been made known to Plus500 and publicly disclosed or made publicly known or made directly to the Shareholders, and thereafter, the Merger Agreement is terminated by Plus500 or Brighttech due to the failure to obtain the Shareholder Approval, and further thereafter within nine (9) months after the date the Merger Agreement is terminated, Plus500 enters into a definitive agreement with respect to any takeover proposal that is subsequently consummated;
- Plus500 terminates the Merger Agreement in order to enter into an agreement with respect to a Superior Proposal, prior to the Shareholder Approval being obtained; or
- in the event the Merger Agreement is terminated by Brighttech as a result of (i) the Plus500 Board changing its recommendation to the Shareholders to vote for the Merger in connection with a Superior Proposal; or (ii) the Plus500 Board refusing to re-affirm its recommendation to Shareholders to vote for the Merger within seven (7) Business Days of a written request from Brighttech following the public disclosure or announcement of a takeover proposal and, within nine (9) months after the date the Merger Agreement is terminated, Plus500 enters into a definitive agreement with respect to any takeover proposal that is subsequently consummated.

11. Efforts to Consummate the Merger

Subject to the terms and conditions of the Merger Agreement, each of Brighttech, Socialdrive and Plus500 has agreed to use its reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, and to assist and cooperate with the other parties to the Merger Agreement in doing, all things reasonably necessary, proper or advisable under applicable law or otherwise to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by the Merger Agreement.

12. Indemnification and Insurance

Pursuant to the Merger Agreement, Brighttech has agreed to cause Plus500 (as the surviving company in the Merger, referred to as the Surviving Company) to honour all existing indemnification agreements with Plus500's directors and officers.

In addition, Brighttech has agreed to cause the Surviving Company and its subsidiaries to maintain, for seven years after the closing of the Merger, in their respective organisational documents director and officer

indemnification, insurance, exculpation and expense advancement provisions that are at least as favourable as those existing at the time of the signing of the Merger Agreement.

Finally, Brighttech has agreed to cause the Surviving Company to maintain in effect, for seven years after the closing of the Merger, directors' and officers' insurance policies covering acts or omissions occurring prior to or at the closing of the Merger on terms with respect to coverage and amounts that are equivalent to those of Plus500's current directors' and officers' insurance policies, or to purchase a seven-year "tail" endorsement to the current directors' and officers' insurance policies in respect of matters occurring at or prior to the closing of the Merger.

13. Specific Performance

The parties to the Merger Agreement have agreed that they will be entitled, in addition to any other remedy at law or in equity, to an injunction or injunctions to prevent or restrain breaches or threatened breaches by the other parties, and to specifically enforce the terms and provisions of the Merger Agreement.

14. Expenses

All fees and expenses incurred in connection with the Merger Agreement and the other transactions contemplated by the Merger Agreement will be paid by the party incurring such fees and expenses, whether or not the Merger is consummated.

15. Governing Law; Jurisdiction

The Merger Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of Israel, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Israel or otherwise) that would cause the application of the laws of any other jurisdiction.

Each party has agreed that any action or proceeding arising in connection with any dispute, controversy or claim relating to the Merger Agreement or the transactions contemplated by the Merger Agreement will be brought, tried and determined only in any court of competent jurisdiction located in Tel Aviv-Jaffa, Israel, and each party has irrevocably and unconditionally consented and submitted to such jurisdiction.

16. Guarantee

In connection with the execution of the Merger Agreement, Playtech Software Limited, the operating subsidiary of Playtech, has executed a guarantee in favour of Plus500 pursuant to which it agreed to guarantee all of the obligations of Brighttech and Socialdrive under the Merger Agreement.

17. Irrevocable Voting Undertakings

Concurrent with the execution of the Merger Agreement:

- each of Alon Gonen, Gal Haber, Elad Ben Izhak, Shlomi Weizmann and Omer Elazari has undertaken to procure the vote in favour of the Merger at the Special General Meeting in respect of his entire beneficial holdings of Plus500 Shares which, in aggregate, amount to 40,932,911 Plus500 Shares, representing approximately 35.6% of Plus500's issued share capital on the Latest Practicable Date; and
- Brickington Trading Limited, being the largest shareholder of Playtech, has undertaken to vote in favour of the Merger at the Playtech shareholder meeting to be convened in connection with the Merger in respect of its own beneficial holding of 98,645,782 shares in Playtech representing approximately 33.6% of the ordinary share capital of Playtech in issue on 29 May 2015.

Further details of the irrevocable voting undertakings provided by Alon Gonen, Gal Haber, Elad Ben Izhak, Shlomi Weizmann and Omer Elazari (including the circumstances in which they fall away) are set out in Part 7 of this Information Statement.

18. Employment Undertakings

Each of Alon Gonen, Gal Haber, Elad Ben Izhak, Shlomi Weizmann and Omer Elazari has executed an

undertaking in favour of Brighttech to continue working for Plus500 for a period of 12 months after the effective time of the Merger (if requested by Brighttech).

19. No Appraisal Rights

Under Israeli law, holders of Plus500 Shares are not entitled to appraisal rights in connection with the Merger.

20. Israeli Companies Laws

Under the Israeli Companies Law, Plus500 and Socialdrive may not complete the Merger without first making the following filings and notifications to the Israeli Companies Registrar:

- **Merger Proposal.** Plus500 and Socialdrive are required each to file with the Israeli Companies Registrar a “merger proposal” setting forth specified details with respect to the Merger, within three days of calling the respective shareholders’ meeting to approve the Merger. Both Socialdrive and Plus500 are scheduled to file the required merger proposals with the Israeli Companies Registrar on 14 June 2015. Under the Israeli Companies Law, at least 50 days must pass from the date of the filing of the merger proposal by both merging companies with the Israeli Companies Registrar before the Merger can become effective.
- **Notice to Creditors.** In addition, each of Plus500 and Socialdrive is required to notify its creditors of the proposed Merger. Pursuant to the Israeli Companies Law, a copy of the merger proposal must be sent to the secured creditors of each company within three days after the merger proposal is filed with the Israeli Companies Registrar, and, within four (4) Business Days of such filing, known substantial creditors must be informed individually by registered mail of such filing and where the merger proposal can be reviewed. Non-secured creditors must be informed of the merger proposal by publication in two daily Hebrew newspapers circulated in Israel on the day that the merger proposal is filed with the Israeli Companies Registrar and, where necessary, elsewhere, and by making the merger proposal available for review.

Each of Plus500 and Socialdrive will notify its respective creditors of the Merger in accordance with these requirements on or around 14 June 2015, to the extent applicable and, because Plus500 Shares are traded on AIM, Plus500 will also publish an announcement of the Merger in the UK within three (3) Business Days following the day on which the merger proposal was submitted to the Israeli Companies Registrar.

Each of Plus500 and Socialdrive will, in due course, notify the Israeli Companies Registrar of the notices to its respective creditors.

In addition, pursuant to the Israeli Companies Law, because Plus500 employs more than 50 employees, it must post a copy of the publication placed in the newspapers in a prominent location in the workplace within three (3) Business Days after the merger proposal is filed with the Israeli Companies Registrar. Plus500 will satisfy such requirement by posting a copy of the publication in a prominent location in its office.

- **Shareholder Approval Notice.** After the Special General Meeting, and assuming the approval of the Merger thereat by the Shareholders, each of Plus500 and Socialdrive must file a notice with the Israeli Companies Registrar regarding the vote of their respective shareholders. At least 30 days must pass from the date of the Special General Meeting before the Merger can become effective.

No later than the closing date of the Merger (assuming that the Shareholders approve the Merger Agreement and the Merger and that all of the other conditions set forth in the Merger Agreement have been satisfied or waived (if permissible under applicable law)), each of Plus500 and Socialdrive will notify the Israeli Companies Registrar that all of the conditions to the closing have been met and request that the Israeli Companies Registrar issue a certificate evidencing the completion of the Merger in accordance with Section 323(5) of the Israeli Companies Law.

Assuming all statutory procedures and requirements have been complied with, the Merger will then become effective and the Israeli Companies Registrar will be required to register the Merger in Plus500’s register (as the Surviving Company of the Merger) and to issue to Plus500 (as the Surviving Company of the Merger) a certificate

regarding the Merger.

21. Settlement of the Merger Consideration

Subject to the Merger becoming effective, the settlement of the Merger Consideration will generally be effected by the despatch of cheques or by the crediting of CREST accounts, as applicable, in the following manner:

- in the case of Plus500 Depository Interests held in CREST, the cash consideration to which the DI holder is entitled will be paid in pounds sterling by means of CREST by Playtech procuring the creation of an assured payment obligation in favour of such DI holder; and
- in the case of Plus500 Shares held in certificated form, the cash consideration to which a shareholder is entitled will be made by cheque in pounds sterling drawn on a branch of a UK clearing bank and despatched by first class post or other suitable means.

Subject to the ruling by the Israeli Tax Authority in relation to the withholding tax (as explained in section B of Part 6 of this Information Statement), all such payments will be made net of any withholding tax deducted at source by the Paying Agent and will be remitted by Capita Asset Services as Receiving Agent to the Merger on behalf of Playtech.

Following the Special General Meeting and the receipt of the ruling from the Israeli Tax Authority, Plus500 shall update and provide more detail on the settlement of the Merger Consideration and the steps required to be taken by each Shareholder and holder of Plus500 Depository Interests.

It should be noted that all documents and remittances sent through the post will be sent at the risk of the person(s) entitled thereto and none of Plus500, any member of the Playtech Group nor their nominees shall be responsible for any loss or delay in the transmission or delivery of documents and/or remittances sent in accordance with the above provisions.

Payments made by cheque shall be payable to the Shareholder concerned. Cheques will be despatched to the address appearing on the register of members of Plus500 (or, in the case of joint holders, to the address of the joint holder whose name stands first in the register in respect of such holdings). The encashment of any such cheque as is referred to in this paragraph shall be a complete discharge for the monies represented thereby.

On the effective date of the Merger, the certificates for the Plus500 Shares will cease to have effect as documents of title or to be valid for any other purpose and each holder of certificates representing Plus500 Shares shall be bound at the request of Plus500 to deliver up the same to Plus500 or to any person nominated by Plus500 for cancellation or to destroy the same.

PART 5
FINANCIAL INFORMATION CONCERNING THE PLUS500 GROUP

The following information in the following documents, all of which has been announced through a Regulatory Information Service and is available free of charge in a read-only format on Plus500's website at www.plus500.com, is incorporated into this Information Statement by reference:

- the Annual Report and Accounts of Plus500 for the years ended 31 December 2014 and 2013;
- trading update of Plus500 for the three months ended 31 March 2015, as issued on 16 April 2015;
- statements and trading updates issued by Plus500 on 18 May 2015, 22 May 2015, 27 May 2015 and 9 June 2015;
- results of AGM of Plus500 issued on 27 May 2015; and
- joint announcement of recommended cash acquisition of Plus500 by Playtech issued on 1 June 2015.

Plus500 will send within two business days, without charge, to each Shareholder to whom a copy of this Information Statement has been sent, upon their request, a copy of any documents incorporated by reference in this Information Statement. Requests should be addressed to Company Secretary, at MATAM, Building 25, Haifa 31905, Israel.

No person has been authorised to make any representations on behalf of Plus500 or Playtech concerning the Merger which are inconsistent with the statements contained in this Information Statement, and any such representations, if made, may not be relied upon as having been so authorised.

Dividend Declaration

Since admission to trading on AIM, Plus500 has distributed the following dividends to Shareholders:

<i>Payment Date:</i>	<i>Per Share:</i>
3 October 2013	4.3 pence
1 May 2014	17.0 pence
19 September 2014	14.4 pence
15 May 2015	35.9 pence

**PART 6
TAXATION**

SECTION A: UNITED KINGDOM TAX CONSEQUENCES

The following paragraphs are intended as a general guide only and are based on current UK legislation and HM Revenue and Customs practice (which is subject to change and possibly with retrospective effect) and are not exhaustive. They summarise advice received by the Plus500 Directors as to the position of Shareholders who (unless the position of non-resident Shareholders is expressly referred to) are resident (and domiciled) in the United Kingdom (“UK”) for tax purposes, who are the absolute beneficial owners of their Plus500 Shares and who hold their Plus500 Shares as an investment. The discussion does not address all possible tax consequences relating to an investment in Plus500 Shares. Certain Shareholders, such as dealers in securities, employees and officers, Shareholders that are exempt from taxation, insurance companies and collective investment vehicles, may be taxed differently and are not considered.

IF YOU ARE IN ANY DOUBT AS TO YOUR TAX POSITION OR YOU ARE SUBJECT TO TAX IN A JURISDICTION OUTSIDE THE UK, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL ADVISER WITHOUT DELAY.

Taxation of Chargeable Gains

Liability to UK taxation of chargeable gains will depend on the individual circumstances of Shareholders. Where a Shareholder receives the Merger Consideration, this will constitute a disposal by that Shareholder of his or her Plus500 Shares for the purposes of UK taxation of chargeable gains. Such a disposal may give rise to a liability to UK tax on chargeable gains depending on the Shareholder’s circumstances (including the availability of exemptions, reliefs or allowable losses).

In the case of individual Shareholders, there are two main rates of UK capital gains tax, the applicable rate will be dictated by the individual Shareholders’ amount of taxable income. Those individual Shareholders who are higher rate and additional rate taxpayers will pay capital gains tax at 28% and other individual Shareholders will pay capital gains tax at 18%. Entrepreneurs’ relief may be available for the first £10 million of cumulative lifetime gains realised on or after 6 April 2011. Different thresholds apply to gains made before this date. Where entrepreneurs’ relief applies, gains which are within the relevant lifetime allowance are taxed at 10%. Gains made in excess of the lifetime limit are subject to capital gains tax at the prevailing rate, currently 18% / 28% as indicated above.

For Shareholders who are within the charge to UK corporation tax (but which do not qualify for the substantial shareholdings exemption in respect of their Plus500 Shares) the rate of UK corporation tax is currently 20%. In addition, for such Shareholders indexation allowance on the acquisition cost of the Plus500 Shares should be available until the date of disposal of the Plus500 Shares. Indexation allowance increases the acquisition cost of an asset for tax purposes in line with the rise in the retail prices index and thus reduces the amount of the chargeable gain on disposal of the asset. Indexation allowance cannot be used to create or increase a loss.

A Shareholder who is not UK resident will not be subject to UK tax on a gain arising on the disposal of Plus500 Shares unless either (i) the Shareholder carries on a trade, profession or vocation in the UK through a branch, permanent establishment or agency and, broadly, holds the Plus500 Shares for the purposes of the trade, profession, vocation, branch or agency or (ii) the Shareholder falls within the anti-avoidance rules applying to temporary non-residents.

Stamp Duty and Stamp Duty Reserve Tax (“SDRT”)

No UK stamp duty or UK SDRT will be payable by a Shareholder as a result of the Merger.

SECTION B: ISRAELI INCOME TAX CONSEQUENCES

The following is a summary discussion of certain Israeli income tax considerations in connection with the Merger. The following summary is included for general information purposes only, is based upon current Israeli tax law and should not be conceived as tax advice to any particular Shareholder. No assurance can be given that the analysis made and the views contained in this summary as well as the classification of the transaction for Israeli tax purposes as set forth below will be upheld by the tax authorities, nor that new or future legislation, regulations or interpretations will not significantly change the tax considerations described below, and any such change may apply retroactively. This summary does not discuss all material aspects of Israeli tax consequences that may apply to particular Shareholders in light of their particular circumstances, such as investors subject to special tax rules.

SHAREHOLDERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR ISRAELI TAX CONSEQUENCES OF THE MERGER APPLICABLE TO THEM.

Sale of Plus500 Shares

In general, under the Israeli Income Tax Ordinance New Version, 1961 and the rules and regulations promulgated thereunder, which is also referred to as the Tax Ordinance, the disposition of shares of an Israeli resident company is deemed to be a sale of capital assets, unless such shares are held for the purpose of trading. The Tax Ordinance generally imposes a capital gains tax on the sale of capital assets located in Israel, including shares in an Israeli resident company, by both residents and non-residents of Israel, unless a specific exemption is available or unless a treaty for the prevention of double taxation between Israel and the seller's country of residence applies and provides otherwise.

Under the Tax Ordinance, the tax rate applicable to capital gains derived from the disposition of Plus500 Shares in the Merger is generally 25% for individuals, unless such an individual shareholder claims a deduction for financing expenses in connection with such shares, in which case the gain will generally be taxed at a rate of 30%. Additionally, if such shareholder is considered a "Significant Shareholder" at any time during the 12-month period preceding such disposition, i.e., such shareholder holds directly or indirectly, including with others, at least 10% of any means of control in Plus500, the tax rate will be 30%. Corporate shareholders are subject to the corporate tax rate of 26.5% on capital gains derived from the disposition of shares.

Notwithstanding the foregoing, according to the Tax Ordinance and the regulations promulgated thereunder, non-Israeli residents are generally exempt from Israeli capital gains tax on any gains derived from the disposition of Plus500 Shares, provided that such gains are not derived from a permanent establishment of such shareholders in Israel and that such shareholders did not acquire their shares prior to Plus500's initial public offering. However, a non-Israeli corporate shareholder will not be entitled to such exemption if Israeli residents (a) have, directly or indirectly, a controlling interest of 25% or more in such non-Israeli company or (b) are the beneficiaries of or are entitled to 25% or more of the revenues or profits of such non-Israeli company, whether directly or indirectly.

In addition, UK residents disposing of Plus500 Shares can also rely on the double taxation treaty between Israel and the UK (referred to as the UK Treaty) which exempts UK resident shareholders from Israeli tax on capital gains where the capital gains are subject to tax in the UK and are not attributable to a permanent establishment of the shareholder in Israel.

Generally, the Merger Consideration payment for the Plus500 Shares will be subject to Israeli withholding tax at a rate of 30%. A reduced rate of, or an exemption from, Israeli withholding tax is available to Shareholders that provide a valid withholding certificate issued by the Israeli Tax Authority evidencing such reduced withholding rate or withholding exemption (referred to as a Valid Certificate).

Application to Israeli Tax Authority

Plus500 has filed on 10 June 2015 with the Israeli Tax Authority an application for a ruling to provide that no Israeli withholding tax shall be applicable to a Shareholder who certifies that it is a non-Israeli resident and has no connection to Israel as set forth in the ruling. If such a ruling is granted, no Israeli tax shall be withheld from any non-Israeli resident that complies with the tax ruling requirements.

SHAREHOLDERS WHO DO NOT PROVIDE A VALID CERTIFICATE AND WILL NOT PROVIDE THE

REQUIRED INFORMATION SET FORTH IN THE RULING MAY BE SUBJECT TO ISRAELI CAPITAL GAINS TAX ON THE DISPOSITION OF THEIR PLUS500 SHARES IN THE MERGER. ANY PAYMENT TO A SHAREHOLDER THAT FAILS TO PROVIDE THE REQUIRED DOCUMENTATION AS SET FORTH IN THE RULING, AND DOES NOT PRESENT A VALID CERTIFICATE, WILL BE MADE AT THE ISRAELI APPLICABLE WITHHOLDING RATE.

Each Shareholder is encouraged to consult with its own tax adviser about the particular tax consequences of the Merger to it.

Following the Special General Meeting and receipt of the ruling, Plus500 shall update and provide more detail on the actions requested to be taken by each Shareholder and holder of Plus500 Depository Interests.

PART 7 ADDITIONAL INFORMATION

Responsibility Statement

The Directors, whose names are set out below, accept responsibility for the information contained in this Information Statement, other than for information relating to the Playtech Group or expressions of intention or opinion of the Playtech Group. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Information Statement for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

The information contained in this Information Statement relating to the Playtech Group, or statements of intention or opinion of the Playtech Group in relation to Plus500, have been taken from the joint announcement dated 1 June 2015 and the Directors do not accept any responsibility for that information.

Corporate Details and Directors

Plus500, whose registered number is 514142140, has its registered office at Matam Building 25, Haifa, 31905, Israel. The business address of each director is that of Plus500's registered office.

The names of the directors of Plus500 and their respective functions are as follows:

- Alastair Neil Gordon, *Non-Executive Director and Chairman*
- Gal Haber, *Chief Executive Officer*
- Alon Gonen, *Managing Director*
- Inbal Esther Marom, *Group Chief Financial Officer*
- Michael Charles Fairbairn, *Senior Non-Executive Director and Outside Director*
- Paul Vincent Boyle OBE, *Non-Executive Director*
- Daniel Joseph King, *Non-Executive Director and Outside Director*

Market Quotations

The following table shows the closing price in respect of Plus500 Shares on:

- the first business day in each of the six months immediately prior to the date of this Information Statement;
- 29 May 2015 (the last business day prior to the joint announcement by Plus500 and Playtech of the recommended cash acquisition of Plus500 by Playtech); and
- 10 June 2015 (the Latest Practical Date).

2 January 2015	£5.98
2 February 2015	£5.31
2 March 2015	£6.51
1 April 2015	£6.79
1 May 2015	£7.22
29 May 2015	£3.70
1 June 2015	£3.75

Plus500 Directors Interests and Dealings

As at the Latest Practicable Date, the Plus500 Directors, their close relatives and related trusts were interested in relevant securities of Plus500 as follows:

	Number of Shares	Percentage of Shares
Directors:		
Alastair Neil Gordon ⁽¹⁾	37,482	*
Gal Haber ⁽²⁾	6,774,535	5.9%
Alon Gonen ⁽³⁾	19,140,079	16.7%
Inbal Esther Marom	-	-
Michael Charles Fairbairn ⁽⁴⁾	174,861	*
Paul Vincent Boyle ⁽⁵⁾	2,300	*
Daniel Joseph King	-	-

* Less than 1%

1. The shares are registered in the name of Hargreave Hale Limited.
2. The shares are registered in the name of Wavesoft Ltd.
3. The shares are registered in the name of Sparta24 Ltd.
4. 159,644 shares registered in the name of Selftrade Nominees Limited and 7,609 shares registered in the name of Canaccord Genuity Wealth Limited are held in his name and 7,608 shares are held in his wife's name, Mrs Susan Fairbairn.
5. 1,500 shares are held in his name and 800 are held with his wife, Mrs. Claire Boyle.

Share Options and Share Appreciation Rights

As at the Latest Practicable Date, Plus500 does not operate any option scheme.

Plus500 provided Share Appreciation Rights to certain Plus500 employees. The consummation of the Merger shall result in the acceleration of all outstanding Share Appreciation Rights held by Plus500 employees (including one executive director of Plus500 who does not otherwise own any Plus500 Shares (Ms. Inbal Marom)). The aggregate payout to all employees under the Share Appreciation Rights is expected to be approximately £960,000, including approximately £111,500 payable to the relevant executive director. The calculation above is based on the exchange rates as of the date of the Merger Agreement, and assumes that the price of the Plus500 Shares during the 60 trading days preceding the date the Merger is consummated equals the Merger Consideration.

In the 12 months prior to publication of this Information Statement, there have been no dealings for value in Plus500 Shares by any of the Plus500 Directors, their close relatives and related trusts, except as set forth below:

- On 24 October 2014, Mr. Charles Fairbairn, a non-executive director of Plus500, purchased 9,644 Plus500 Shares at a price of 518 pence per share. In addition, he transferred 10,000 Plus500 Shares from his ISA account into his SIPP. This transfer took place at a price of 517 pence per share.
- On 19 December 2014, Mr. Paul Boyle OBE, a non-executive director of Plus500, purchased 1,500 Plus500 Shares, and his wife, Mrs. Claire Boyle, purchased 800 Plus500 Shares. Both purchases were at a price of 567 pence per share.

Irrevocable Voting Undertakings

Irrevocable voting undertakings to vote in favour of the Merger at the Special General Meeting have been received by Playtech from the following management members of Plus500, including Alon Gonen and Gal Haber who are Directors, in respect of the following holdings in Plus500 Shares (representing approximately 35.6% of Plus500's issued share capital on the Latest Practicable Date):

	Number of Shares	Percentage of Shares
Gal Haber ⁽¹⁾	6,774,535	5.9%
Alon Gonen ⁽²⁾	19,140,079	16.7%
Elad Ben Izhak ⁽³⁾	6,774,535	5.9%
Shlomi Weizmann	4,121,881	3.6%
Omer Elazari	4,121,881	3.6%

1. The shares are registered in the name of Wavesoft Ltd.
2. The shares are registered in the name of Sparta24 Ltd.
3. The shares are registered in the name of Smarty Ltd.

These undertakings will lapse prior to the completion of the Merger if any of the following events occurs:

- there is a change in approval by the Plus500 Board, which includes publicly proposing or announcing an intention to approve or recommend any Superior Proposal from a third party involving any merger, consolidation or, acquisition (direct or indirect); or
- the Merger Agreement having been terminated in accordance with its terms.

Interests of Directors in Shares of Playtech

As at the Latest Practicable Date, no Plus500 Director owns any Playtech shares except as follows:

- Mr. Daniel Joseph King, a non-executive director of Plus500, owns 1,625 Playtech shares.

Interests of Playtech in Plus500 Shares

As at the Latest Practicable Date, to Plus500 Board's knowledge and based on information disclosed to Plus500 by Playtech and Brickington Trading Limited, Brighttech owned (legally or beneficially) 2,562,000 Plus500 Shares, and no other member of the Playtech Group, or Brickington Trading Limited (which holds 33.6% of the issued share capital of Playtech) owned (legally or beneficially) any Plus500 Shares. No further details were provided to Plus500 by Playtech or Brickington Trading Limited in relation to their shareholdings or the interests of any of their concert parties.

Arrangements with Directors and Executive Directors Service Contracts

None of Plus500's Directors are entitled to any special or different rights in connection with the Merger or as a result of the consummation of the Merger. Pursuant to the Merger Agreement, it is a condition to completion of the Merger that all members of the Plus500 Board resign from their position as directors of Plus500.

It is expected that the executive directors of Plus500 will be asked to continue serving as officers (but not directors) of Plus500 following the completion of the Merger. However, Playtech has not committed to continue such employment.

As described above, two of the executive directors, Alon Gonen and Gal Haber, have executed an undertaking in favour of Playtech to continue working for Plus500 for a period of 12 months after the consummation of the Merger, to the extent requested by Playtech.

Set out below is a summary of the service contracts of the executive directors:

- Each of the executive Directors provides their services to Plus500 pursuant to a service contract. The services of Gal Haber and Alon Gonen are provided to Plus500 pursuant to service contracts entered into by Plus500 with each of Wavesoft and Sparta, respectively. In addition, Mr. Haber and Mr. Gonen have entered into appointment letters with Plus500. Details of these service contracts and letters of appointment are set out below.
- **Gal Haber.** Plus500 entered into a service contract dated 26 June 2013 with Wavesoft (as amended by

special resolutions of Plus500 dated 8 May 2014 and 27 May 2015), pursuant to which Wavesoft makes Mr. Haber available to Plus500 to provide chief executive officer services. In consideration for the services, Wavesoft is entitled to a fee of NIS 1.2 million (plus VAT) per annum, reviewed annually (provided that Wavesoft has voluntarily agreed that the annual fee remain at NIS 900,000 (plus VAT) until such time that Plus500UK is capable of trading normally again). Wavesoft is also entitled to participate in a bonus scheme on terms decided by the Remuneration Committee. To date, no bonus scheme has been adopted by the Remuneration Committee. Either party may terminate the service contract by giving 60 days' written notice. Plus500 may terminate the service contract with immediate effect for cause. On termination of the service contract, Plus500 will be obliged to pay any accrued but unpaid fees. On termination, Wavesoft has agreed that it shall not, and shall procure that Mr. Haber shall not, for a period of 12 months solicit or canvas the custom of, or deal with, any customer or potential customer of the Plus500 Group. In addition, Wavesoft shall not, and shall procure that Mr. Haber shall not, for a period of 12 months, engage in business activity that competes with the Plus500 Group in a country or geographical area in which the Plus500 Group operates. Mr. Haber was appointed as an executive Director of Plus500 by letter of appointment dated 26 June 2013. The letter of appointment contains a non-compete and non-solicitation covenant from Mr. Haber on similar terms to that contained in the service contract. The letter of appointment does not provide for Mr. Haber to be paid any separate fees for the executive director services. The service contract and letter of appointment also contain provisions which restrict the disclosure of confidential information and protect the Plus500 Group's intellectual property rights.

- **Alon Gonen.** Plus500 entered into a service contract dated 26 June 2013 with Sparta (as amended by special resolutions of Plus500 dated 8 May 2014 and 27 May 2015), pursuant to which Sparta makes Mr. Gonen available to Plus500 to provide managing director services. In consideration for the services, Sparta is entitled to a fee of NIS 1.2 million (plus VAT) per annum, reviewed annually (provided that Sparta has voluntarily agreed that the annual fee remain at NIS 900,000 (plus VAT) until such time that Plus500UK is capable of trading normally again). Sparta is also entitled to participate in a bonus scheme on terms decided by the Remuneration Committee. To date, no bonus scheme has been adopted by the Remuneration Committee. Either party may terminate the service contract by giving 60 days' written notice. Plus500 may terminate the service contract with immediate effect for cause. On termination of the service contract, Plus500 will be obliged to pay any accrued but unpaid fees. On termination, Sparta has agreed that it shall not, and shall procure that Mr. Gonen shall not, for a period of 12 months solicit or canvas the custom of, or deal with, any customer or potential customer of the Plus500 Group. In addition, Sparta shall not, and shall procure that Mr. Gonen shall not, for a period of 12 months, engage in business activity that competes with the Plus500 Group in a country or geographical area in which the Plus500 Group operates. Mr. Gonen was appointed as an executive Director of Plus500 by letter of appointment dated 26 June 2013. The letter of appointment contains a non-compete and non-solicitation covenant from Mr. Gonen on similar terms to that contained in the service contract. The letter of appointment does not provide for Mr. Gonen to be paid any separate fees for the executive director services. The service contract and letter of appointment also contain provisions which restrict the disclosure of confidential information and protect the Plus500 Group's intellectual property rights.
- **Inbal Esther Marom** is employed by Plus500 as chief financial officer pursuant to a service contract dated 26 June 2013 (as amended by a special resolution of Plus500 dated 27 May 2015). Ms. Marom's period of continuous employment began on 1 April 2009. Under the service contract, Ms. Marom is entitled to a salary of NIS 576,000 per annum, reviewed annually (provided that Ms. Marom has voluntarily agreed that her annual salary remain at NIS 480,000 until such time that Plus500UK is capable of trading normally again). Ms. Marom is entitled to participate in a bonus scheme on terms decided by the Remuneration Committee. To date, no bonus scheme has been adopted by the Remuneration Committee. Ms. Marom is also entitled to contributions from Plus500 towards a professional education fund and insurance policies in respect of severance pay benefits, pension benefits and disability. Either party may terminate the service contract by giving 60 days' written notice. Plus500 may terminate the service contract with immediate effect for cause. On termination of the service contract, Plus500 will be obliged to pay all salary, bonus and benefits accrued, and, unless the termination is for cause under the circumstances prescribed by Israeli law, Plus500 will assign the benefit of the severance pay benefit insurance policy to Ms. Marom. On termination, Ms. Marom has agreed that, for a period of 12 months, she will not solicit or canvas the custom of, or deal with, any customer or potential customer of the Plus500 Group, nor will Ms. Marom, for a period of 12 months, engage in business activity that competes with the Plus500 Group in a country or geographical area in which the Plus500 Group operates. The service contract also contains provisions which, among other things, restrict the disclosure of confidential

information and protect the Plus500 Group's intellectual property rights. By special resolutions of Plus500 dated 8 May 2014 and 27 May 2015, Ms. Marom was also granted Share Appreciation Rights. As described above, the consummation of the Merger shall result in the acceleration of all outstanding Share Appreciation Rights held by Ms. Marom. As described above, the aggregate payout to Ms. Marom for the Share Appreciation Rights is expected to be approximately £111,500.

Sources and Bases of Information

- The value placed by the Merger on the existing issued share capital, and other statements made by reference to the existing share capital, of Plus500 are based on 114,888,377 Plus500 Shares in issue, being the number of Plus500 Shares in issue on the Latest Practicable Date.
- There are currently no outstanding options to subscribe for Plus500 Shares.
- Unless otherwise stated, the financial information and other information on the Group included in this Information Statement has been extracted or derived, without material adjustment, from the audited consolidated financial statements and unaudited interim results, for the Group for the relevant financial periods.
- Unless otherwise stated, all historic share prices quoted for Plus500 Shares have been sourced from the Daily Official List and represent closing middle market prices for Plus500 Shares on the relevant dates.

Other Information

Save as otherwise disclosed in this Information Statement, no agreement, arrangement or understanding (including any compensation arrangement) exists between Playtech or any party acting in concert with Playtech and any of the Plus500 Directors, or, to the Plus500 Board's knowledge, any Shareholder, which has any connection with, or dependence on, or which is conditional upon the outcome of the Merger.

Liberum has given and not withdrawn its written consent to the issue of this Information Statement with the references to its name in the form and context in which they appear.

Documents available for inspection

Copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG until the date of the Special General Meeting and at the place of the Special General Meeting for at least 15 minutes prior to the meeting and during the meeting:

- the Merger Agreement;
- the Voting Undertakings;
- the Employment Undertakings;
- the Guarantee;
- Plus500's Articles of Association;
- each of the documents incorporated by reference as set forth in Part 5 of this Information Statement; and
- this Information Statement and the Form of Proxy and Form of Direction.

Dated: 11 June 2015

PART 8 DEFINITIONS

The following definitions apply throughout this Information Statement, unless the context otherwise requires:

“£” or “sterling”	pounds sterling, the lawful currency of the United Kingdom and reference to “pence” and “p” shall be construed accordingly;
“AIM”	AIM, the market of that name operated by the London Stock Exchange;
“AIM Rules”	the rules applicable to AIM as published by the London Stock Exchange from time to time;
“Articles of Association”	the articles of association of Plus500, as amended from time to time;
“Brickington Trading Limited”	Brickington Trading Limited, a wholly owned subsidiary of a trust of which Mr. Teddy Sagi is the ultimate beneficiary (which holds 33.6% of the issued share capital of Playtech);
“Brighttech”	Brighttech Investments, S.A., a Luxembourg company and a subsidiary controlled by Playtech;
“Business Day”	a day (not being a Friday, Saturday or Sunday) when banks generally are open in (a) the City of London, United Kingdom, and (b) Tel Aviv, Israel, for the transaction of general banking business;
“Companies Act”	the UK Companies Act 2006;
“Company Material Adverse Effect”	has the meaning set forth in Part 4 of this Information Statement;
“Conditions”	the conditions to the Merger set out in the Merger Agreement and summarised in paragraph 7 in Part 4 of this Information Statement;
“CREST”	the system for the paperless settlement of share transfers and the holding of uncertificated shares, operated by Euroclear;
“Daily Official List”	the Daily Official List of the London Stock Exchange;
“Depository”	Capita IRG Trustees Limited;
“Director” or “Plus500 Director”	a director of Plus500;
“DI holders”	holders of Plus500 Depository Interests;
“Euroclear”	Euroclear UK & Ireland Limited
“FCA”	the UK Financial Conduct Authority;
“Form of Direction”	the Form of Direction for use at the Special General Meeting, which accompanies this Information Statement;
“Form of Proxy”	the Form of Proxy for use at the Special General Meeting, which accompanies this Information Statement;
“Israeli Companies Law”	the Israeli Companies Law, 5759-1999;
“Israeli Companies Registrar”	the Companies Registrar of the State of Israel;
“Israeli Registrar of Companies”	the Registrar of Companies of the State of Israel;
“Israeli Tax Declaration Form”	the declaration form in relation to Israeli withholding tax;
“Latest Practicable Date”	10 June 2015, being the last Business Day prior to posting of this Information Statement;

“Liberum Capital”	Liberum Capital Limited, a limited company incorporated in England and Wales with registered number 05912554, Plus500’s nominated adviser and broker;
“London Stock Exchange”	London Stock Exchange plc;
“Merger”	the merger of Socialdrive with and into Plus500 pursuant to the Israeli Companies Law and the terms of the Merger Agreement;
“Merger Agreement”	the Agreement and Plan of Merger, dated 31 May 2015, by and among Brighttech, Socialdrive and Plus500;
“Merger Consideration”	400 pence per Plus500 Share in cash, without any interest thereon, subject to the withholding of any applicable taxes;
“Merger Proposal” or “Resolution”	the resolution to be proposed at the Special General Meeting to approve and give effect to the Merger;
“Notice of Special General Meeting”	the Notice of Special General Meeting set out in Part 9 of this Information Statement;
“Overseas Shareholders”	Shareholders whose registered addresses are outside the UK or who are citizens or residents of countries other than the UK;
“Parent Material Adverse Effect”	an event that would reasonably be expected to prevent or materially impair the ability of Brighttech or Socialdrive to consummate the Merger;
“Paying Agent”	an Israeli resident bank or trust company in its capacity as paying agent;
“Playtech”	Playtech PLC, a company organised in the Isle of Man;
“Playtech Group”	Playtech and its subsidiaries;
“Plus500”	Plus500 Ltd, registered number 514142140, whose registered office is at Matam Building 25, Haifa, 31905, Israel;
“Plus500 Board”	the board of directors of Plus500;
“Plus500 Depository Interests” or “Dis”	interests which represent the Plus500 Shares (which are held by the Depository in exchange for the issue of a dematerialised depository interest representing the Plus500 Shares and which are held on trust for the holders of such interests) and are tradable through CREST;
“Plus500 Group”	Plus500 and its subsidiaries;
“Plus500 Shares”	ordinary shares of NIS 0.01 each in the capital of Plus500 (and, where the context so requires, Plus500 Depository Interests representing such shares);
“Plus500UK”	Plus500UK Ltd, registered number 07024970 whose registered office is at Talbot House, 8-9 Talbot Court, London, EC3V 0BP;
“Receiving Agent”	Capita Asset Services, a trading name of Capita Registrars Limited;
“Registrar”	Capita Registrars (Guernsey) Limited;
“Shareholder”	a holder of a Plus500 Share;
“Shareholder Approval”	the approval of the Merger Proposal (i) by the affirmative vote of holders of a majority of the voting power of Plus500 entitled to vote at the Special General Meeting, and (ii) by a <i>simple majority</i> of the votes cast at the Special General Meeting (and, for the purposes of calculating the <i>simple majority</i> , Section 320(c) of the Israeli Companies Law provides that any votes cast by or on behalf of any member of the Playtech Group or Brickington Trading Limited (which holds 33.6% of the issued share capital of Playtech) or any other shareholder holding 25% or more of the issued share capital of Playtech shall be disregarded);
“Socialdrive”	Socialdrive Ltd., an Israeli company and a wholly owned subsidiary of

	Brighttech;
“Special General Meeting”	the special general meeting of the Shareholders to be held at 11 a.m. on 16 July 2015 at the Regus Offices, Level 9, CityPoint, 1 Ropemaker Street, London, EC2Y 9HT, notice of which is set out in Part 9 of this Information Statement (including any adjournment thereof);
“Superior Proposal”	has the meaning set forth in Part 4 of this Information Statement;
“Takeover Code”	the City Code on Takeovers and Mergers;
“Tax Ordinance”	the Israeli Income Tax Ordinance New Version, 1961;
“UK Listing Rules”	the listing rules made by the UKLA pursuant to Part 6 of the Financial Services and Markets Act 2000 (as amended);
“UKLA”	the FCA when it is exercising its powers under Part 6 of the Financial Services and Markets Act 2000 (as amended);
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland;
“US\$”	the United States dollar, the lawful currency of the United States;
“Valid Certificate”	has the meaning set forth in Part 6 of this Information Statement; and.
“Voting Record Time”	6 p.m. on 2 July 2015, the time and date set by the Plus500 Board as the record time and date for determining the Shareholders entitled to vote at the Special General Meeting.

PART 9



NOTICE OF SPECIAL GENERAL MEETING

Notice is hereby given that a Special General Meeting of Plus500 Ltd. (the "Company") will be held at the Regus Offices, Level 9, CityPoint, 1 Ropemaker Street, London, EC2Y 9HT, on 16 July 2015, at 11.00 am for the purpose of considering and, if thought fit, passing the following resolution as an ordinary resolution:

(A) To approve the Merger Proposal, including the approval of: (i) the Merger Agreement; (ii) the Merger, pursuant to Section 314-327 of the Israeli Companies Law, of Plus500 with Socialdrive, an Israeli company and a wholly-owned subsidiary of Brighttech, both of which are subsidiaries of Playtech; (iii) the exchange of all Plus500 Shares into the right to receive the Merger Consideration, without interest and subject to applicable withholding taxes, for each Plus500 Share held by the Shareholders as of immediately prior to the effective time of the Merger; and (iv) all other transactions and arrangements contemplated by the Merger Agreement; and (B) to approve that the Merger Proposal is in the best interest of Plus500 (all capitalized terms are as defined in the Information Statement dated 11 June 2015 and accompanying this Notice of Special General Meeting).

By order of the Board of Directors

Alastair Gordon
Chairman of the Board

Elad Even-Chen
Company Secretary

11 June 2015

Registered Office:
Matam, Building 25
Haifa 31905
Israel
Registered in Israel number 514142140

Notes:

1. Holders of Depository Interests in respect of ordinary shares ("DI holder") may only appoint Capita IRG Trustees Limited (the "Depository") as their proxy. Should a DI holder wish to attend, speak and vote on their number of shares held by the Depository he or she must submit a request to the Depository and ask for a Letter of Representation by 11 a.m. on 14 July 2015 and this instruction is covered off in the notes on the Form of Direction.
2. If you do not have a Form of Proxy and believe that you should have one, or if you require additional forms, please contact Capita Asset Services on 0371 664 0321 or if calling from outside the United Kingdom on +44 (0) 208 639 3399. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The phone lines will be open between 9 a.m. to 5.30 p.m. London time, Monday to Friday excluding public holidays in England and Wales. Please note that Capita Asset Services cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes. All forms must be signed and should be returned together in the same envelope.
3. To be valid, any Form of Proxy or other instrument appointing a proxy and any power of attorney or other authority under which it is signed, or a notarially certified or office copy of such power or authority, must be received by post or (during normal business hours only) by hand at Capita Asset Services, PXS, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU by no later than 11.00 am on 15 July 2015.
4. The return of a completed Form of Proxy, or other such instrument or any CREST Proxy Instruction (as described in paragraph 12 below) will not prevent a shareholder from attending the Special General Meeting and voting in person if he/she wishes to do so.
5. Pursuant to Israel's Companies Law, 5759-1999 (the "Companies Law"), to be entitled to attend and vote at the Special General Meeting (and for the purpose of the determination by Plus500 of the votes they may cast), DI holders must be registered in the register of the

Depository at 6.00 pm on 2 July 2015. Changes to Plus500's register after the relevant deadline shall be disregarded in determining the rights of any person to attend and vote at the Special General Meeting.

6. The quorum for the Special General Meeting shall be two or more shareholders present in person or by proxy and holding shares conferring in the aggregate 25% of the voting power of Plus500. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such day and at such time and place as the Chairman may determine.

7. Any DI holder attending the Special General Meeting is entitled pursuant to the Companies Law to ask any question relating to the business being dealt with at the meeting. Plus500 will answer any such questions unless (i) to do so would interfere unduly with the preparation for the meeting or involve the disclosure of confidential information; or (ii) the answer has already been given on a website in the form of an answer to a question; or (iii) it is undesirable in the interests of Plus500 or the good order of the meeting that the question be answered.

8. As at 10 June 2015 (being the last business day prior to the publication of this Notice) Plus500's issued share capital consisted of 114,888,377 ordinary shares of which none were held as treasury shares. Therefore, the total voting rights in Plus500 as at 10 June 2015 were 114,888,377.

9. Shareholders and holders of Plus500 DIs are required to mark in the Form of Proxy or Form of Direction, as applicable, whether they are members of the Playtech Group or Brickington Trading Limited (which holds 33.6% of the issued share capital of Playtech) or any other shareholder holding 25% or more of the issued share capital of Playtech.

10. The Directors recommend voting in favour of the item in the Notice.

11. CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so by using the procedures described in the CREST Manual. CREST Personal Members or other CREST sponsored members, and those CREST members who have appointed a service provider, should refer to their CREST sponsor or voting service provider, who will be able to take the appropriate action on their behalf.

12. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a "CREST Proxy Instruction") must be properly authenticated in accordance with Euroclear's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to an instruction given to a previously appointed proxy, must, in order to be valid, be transmitted so as to be received by the issuer's agent ID (RA10) by 11.00 am on 14 July 2015. For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Application Host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

13. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear does not make available special procedures in CREST for any particular message. Normal system timings and limitations will, therefore, apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member, or sponsored member, or has appointed a voting service provider, to procure that his CREST sponsor or voting service provider takes) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting system providers are referred, in particular, to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

14. Plus500 may treat as invalid a CREST Proxy Instruction in the circumstances set out in regulation 35(5)(a) of the Uncertificated Securities Regulations 2001.

15. There will be available for inspection at the offices of Herbert Smith Freehills LLP, Exchange House, Primrose Street, London EC2A 2EG during normal business hours on any weekday (excluding Saturdays, Sundays and public holidays) from the date of this Notice until the date of the Special General Meeting and at the place of the Special General Meeting for at least 15 minutes prior to the meeting and during the meeting, copies of the following documents:

- a. the Merger Agreement;
- b. the Voting Undertakings;
- c. the Employment Undertakings;
- d. the Guarantee;
- e. Plus500's Articles of Association;
- f. each of the documents incorporated by reference as set forth in Part 5 of the Information Statement; and
- g. the Information Statement and the Form of Proxy and Form of Direction.