

# Incentive Compensation Clawback Policy

(As of February 25, 2016)

## I. Recoupment of Incentive Compensation

If Everi Holdings Inc. (the “*Company*”) is required to file with the U.S. Securities and Exchange Commission a Mandatory Restatement due to the Misconduct of any person who was or is an employee of the Company, the Board of Directors of the Company (the “*Board*”) or, if so designated by the Board, the Compensation Committee (in which case references herein to the Board shall be deemed references to the Compensation Committee), may, at its sole discretion and after it has considered the costs and benefits of doing so, take action to recoup all or part of any Incentive Compensation received by a Section 16 officer.

## II. Time, Form and Manner of Recoupment

The amount of Incentive Compensation to be recouped pursuant to this Policy is the amount by which the Incentive Compensation actually paid or awarded to a Section 16 officer for the relevant period exceeded the lower payment that would have been made (or lesser or no vesting that would have occurred) based on the restated financial results, net of income taxes paid by a Section 16 officer in respect of such payment or award; provided that the Company will not seek to recover any Incentive Compensation earned more than three years prior to the date the Audit Committee determines that a Mandatory Restatement is required. In determining whether to take action to recoup any Incentive Compensation received by a Section 16 officer, the Board shall take into consideration whether the Section 16 officer engaged in the Misconduct or was in a position, including in a supervisory role, to have been able to reasonably prevent the Misconduct that caused the Mandatory Restatement.

The Company may seek recovery of any excess Incentive Compensation by all legal means available, including, to the extent permitted by law, causing the cancellation of equity awards and outstanding stock options, withholding such amount from other amounts owed by the Company to the Section 16 officer and seeking direct repayment from the Section 16 officer.

## III. Defined Terms

“*Incentive Compensation*” means any cash compensation or an award of equity compensation from the Company that is based in whole or in part on the achievement of financial results by the Company, including, but not limited to, any bonus, incentive arrangement or equity award, but excluding salary.

“*Mandatory Restatement*” shall mean a restatement of the Company’s financial statement for any fiscal year commencing after December 31, 2015, which, in the good faith opinion of the Company’s independent registered public accounting firm, is required to be implemented pursuant to generally accepted accounting principles.

“*Misconduct*” shall mean the willful commission of an illegal act, fraud, intentional misconduct or gross recklessness in the performance of an employee’s duties and responsibilities. The Board, at its sole discretion, shall determine if Mandatory Restatement was due to Misconduct.

#### **IV. Notice**

Before the appropriate amount of Incentive Compensation is recouped or cancelled pursuant to this Policy, the Board shall provide to the applicable Section 16 officer(s) written notice and the opportunity to be heard within 60 days of such notice, at a meeting of the Board of Directors (which may be in-person or telephonic).

#### **V. Interpretation and Enforcement**

Except as otherwise stated herein, the Board is responsible for the interpretation and enforcement of this Policy. This Policy does not affect the Company's ability to pursue any and all available legal rights and remedies under governing law.