
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 2 , 2016 (February 25 , 2016)

E veri Holdings Inc .

(Exact name of registrant as specified in its charter)

Delaware

(State or other Jurisdiction of
Incorporation)

001-32622

(Commission File Number)

20-0723270

(IRS Employer Identification No.)

7250 S. Tenaya Way, Suite 100

Las Vegas, Nevada

(Address of Principal Executive Offices)

89113

(Zip Code)

Registrant's telephone number, including area code: **(800) 833-7110**

(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Employment Agreement with Michael D. Rumbolz

On February 16, 2016, Everi Holdings Inc. (the “Company”) announced that Michael D. Rumbolz, age 61, has been appointed to the positions of Interim President and Chief Executive Officer of the Company, effective February 13, 2016.

On February 25, 2016, Mr. Rumbolz and the Company entered into an Employment Agreement, effective February 13, 2016, a copy of which is attached hereto as Exhibit 10.1. Pursuant to the Employment Agreement, Mr. Rumbolz is entitled to receive a monthly base salary of \$50,000 and is eligible for a one-time bonus of \$100,000 upon the commencement of employment by the Company of a successor President and Chief Executive Officer on a non-interim basis. In the event that Mr. Rumbolz suffers an incapacity during the term of his employment, he is entitled to disability payments at an annual rate of 60% of twelve times his then current monthly salary. In the Employment Agreement, Mr. Rumbolz agrees not to engage in certain competitive activities for a period of two years following the termination of his employment with the Company. Concurrent with the execution and delivery of the Employment Agreement, Mr. Rumbolz executed and delivered an Employee Proprietary Information and Inventions Assignment Agreement in the form attached to the Employment Agreement. The description of the Employment Agreement contained in this paragraph is qualified in its entirety by reference to the Employment Agreement, a copy of which is attached hereto as Exhibit 10.1.

In connection with Mr. Rumbolz’s employment as Interim President and Chief Executive Officer, Mr. Rumbolz will discontinue his service as a member of the Audit Committee and the Compensation Committee of the Board of Directors (“Board”) of the Company. Upon Mr. Rumbolz’s departure from the Compensation Committee, Geoff Judge was appointed as a member of the Compensation Committee of the Board of the Company.

Appointment of Eileen Raney

On February 25, 2016, the Board of the Company appointed Ms. Eileen F. Raney to its Board, effective as of February 25, 2016. Ms. Raney was appointed as a Class I director to serve for a term expiring at the 2018 annual meeting of stockholders, or until her respective successor is elected or qualified or until her earlier resignation or removal.

Ms. Raney currently serves as an Advisory Board Member of the Board of Fino Consulting, a product development services firm founded in 2006, as Vice Chair and Audit and Finance Chair of the Board of UMC Board of Governors University Medical Center of Southern Nevada, a county hospital and academic medical center, and as an Advisory Board Member of the Board of UNLV Libraries. Ms. Raney previously served, from January 2011 to November 2013, as a member of the Board and a member of the Audit, Compensation and Governance Committees of the Board of SHFL entertainment, Inc., a global gaming supplier that was acquired by Bally Technologies, Inc. in November of 2013, and, from April 2013 to April 2015, as a member of the Board and Finance Committee of the Board of Nevada Health Centers, a federally qualified health center in the State of Nevada.

From 1988 to 2007, Ms. Raney held numerous positions with Deloitte & Touche USA, LLP, whereby she was hired as a Director in 1988 and made Principal in 1990, and most recently as National Managing Principal, Research & Development and Member, Deloitte & Touche USA Executive Committee from 2003 to 2007; Member, Board of Directors and Global E-Business Leader, Human Capital from 2000 to 2003; National Global Leader, Integrated Health Group from 1996 to 2000; and Western Regional Leader and National Co-Leader, Integrated Health Group from 1988 to 1996.

As a non-employee director of the Company, Ms. Raney will be granted in connection with her appointment an option to purchase 100,000 shares of the Company’s common stock, \$0.001 par value per share (“Common Stock”), under the Company’s 2014 Equity Incentive Plan at an exercise price equal to the fair market value of the Common Stock at the date of grant. The options will have a term of ten years, and will vest in four equal annual installments beginning on February 25, 2017; provided, however, that the options will vest in their entirety upon a change of control of the Company. Ms. Raney will also receive an annual fee of \$ 50,000 for serving on the Board and an additional annual fee of \$ 9,375 for serving on each standing committee of the Board to which she is appointed (and an additional annual fee if she serves as a chairperson of a standing committee), and will be eligible to receive annual equity awards under the Company’s 2014 Equity Incentive Plan on the same basis as other non-employee directors (with such grants to vest according to the same schedule as the initial grant). The Company will enter into its standard director indemnification agreement with

Ms. Raney, a form of which is filed as Exhibit 10.27 to the Company's Registration Statement on Form S-1, filed March 22, 2005.

The Board has determined that Ms. Raney will be an independent director for purposes of the New York Stock Exchange rules. In addition, Ms. Raney was appointed to serve as a member of the Audit Committee (and determined to be an Audit Committee Financial Expert), the Nominating and Corporate Governance Committee, and the Compensation Committee of the Board, effective as February 25, 2016.

Ms. Raney was not appointed pursuant to any arrangement or understanding with any other person.

On March 2, 2016, the Company issued a press release announcing the appointment of Ms. Raney as a member of the Company's Board of Directors, a copy of which is attached hereto as Exhibit 99.1.

Item 5.05. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

On February 25, 2016, the Board of the Company adopted an amended and restated Code of Business Conduct, Standards and Ethics (the "Code"), effective as of February 25, 2016. The Code supersedes the current Code of Business Conduct, Standards and Ethics adopted by the Board in March 2014 (the "Previous Code"). The Code applies to all directors, officers and employees of the Company. The revisions to the Code did not result in any waiver to any director, officer or employee of the Company from the Previous Code.

The Previous Code was amended and restated to: (i) improve the Code's overall clarity and readability, (ii) add new provisions with respect to (a) corporate opportunities, (b) disclosure in all reports and documents that the Company files with, or submits to, the Securities and Exchange Commission (the "SEC"), (c) the special ethics obligations for employees with financial reporting responsibilities, (d) enforcement of the Code, and (e) publication of the Code, as well as any amendment to or waiver of the Code, on the Company's web site; and (iii) enhance the provisions with respect to (a) the proper use of the of the Company's assets, (b) the giving and receiving of gifts, loans, gratuities and other payments, and (c) compliance with the Code and the reporting of any violations or potential violations under the Code.

The Code will be posted on the "Investors – Corporate Governance – Governance Documents" section of the Company's web site at www.everi.com. The contents of the Company's web site are not incorporated by reference in this report made a part hereof for any purpose.

Item 5.08. Shareholder Director Nominations.

On February 25, 2016, the Board of the Company set May 23, 2016 as the date of the Company's annual meeting of stockholders (the "2016 Annual Meeting") and the close of business on April 8, 2016 as the record date for determining the stockholders entitled to receive notice of and entitled to vote at the 2016 Annual Meeting. The time and location of the 2016 Annual Meeting will be as set forth in the Company's proxy statement for the 2016 Annual Meeting.

Since the date of the 2016 Annual Meeting has been changed by more than 30 days from the year anniversary of the Company's 2015 annual meeting, the deadline for stockholder nominations or proposals for consideration at the 2016 Annual Meeting set forth in the Company's 2015 proxy statement no longer applies and a new deadline has been set for submission of proposals by stockholders intended to be included in the Company's 2016 proxy statement and form of proxy. Stockholders of the Company who wish to have a proposal considered for inclusion in the Company's proxy materials for the 2016 Annual Meeting pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), must ensure that such proposal is received by the Company's Corporate Secretary at Everi Holdings Inc., Attn: Corporate Secretary, 7250 S. Tenaya Way, Suite 100, Las Vegas, NV 89113 on or before March 12, 2016 (the tenth day following the public announcement of the date of the 2016 Annual Meeting), which the Company has determined is a reasonable time before it expects to begin to print and send its proxy materials. Any such proposal must also meet the requirements set forth in the rules and regulations of the SEC in order to be eligible for inclusion in the proxy materials for the 2016 Annual Meeting. The March 12, 2016 deadline will also apply in determining whether notice of a shareholder proposal is timely for purposes of exercising discretionary voting authority with respect to proxies under Rule 14a-4(c) of the Exchange Act.

In addition, in accordance with the requirements contained in the Company's Second Amended and Restated Bylaws, stockholders who wish to bring business before the 2016 Annual Meeting outside of Rule 14a-8 of the Exchange Act or

to nominate a person for election as a director must ensure that written notice of such proposal (including all of the information specified in the Company's Second Amended and Restated Bylaws) is received by the Company's Corporate Secretary at the address specified above no later than the close of business on March 12, 2016. Any such proposal must meet the requirements set forth in the Company's Second Amended and Restated Bylaws in order to be brought before the 2016 Annual Meeting.

Item 8.01. Other Events.

The disclosure in Item 5.08 above is incorporated by reference into this Item 8.01.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Document</u>
10.1	Employment Agreement with Michael D. Rumbolz, dated February 25, 2016 and effective as of February 13, 2016
99.1	Press release dated March 2, 2016

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

EVERI HOLDINGS INC.

Date: March 2, 2016

By: /s/ Juliet A. Lim
Juliet A. Lim, Executive Vice President,
Payments, & General Counsel

EXHIBIT INDEX

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EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”), by and between Everi Holdings Inc., a Delaware corporation (together with its successors and assigns, “Holdings”), Everi Payments Inc., a Delaware corporation (together with its successors and assigns, the “Company”, and together with Holdings being collectively the “Companies”), and Michael Rumbolz (“Executive”), is made as of February 13, 2016 (the “Effective Date”).

RECITALS

A. The Companies desire assurance of the association and services of Executive in order to retain Executive’s experience, skills, abilities, background and knowledge, and are willing to engage Executive’s services on the terms and conditions set forth in this Agreement.

B. The Companies have commenced a search process to identify, recruit and hire a President and Chief Executive Officer of the Companies, but desire to employ Executive on an interim basis during the pendency of such search process, it being understood by all Parties hereto that Executive’s employment hereunder shall terminate upon the successful conclusion of such search process as evidenced by the commencement of employment by the Companies of a successor President and Chief Executive Officer on a non-interim basis.

C. Executive desires to be in the employ of the Companies, and is willing to accept such employment on the terms and conditions set forth in this Agreement.

D. The Companies and Executive (together, the “Parties”) wish to enter into an employment relationship with a written employment agreement intended to supersede all other written and oral representations regarding Executive’s employment with the Companies.

AGREEMENT

NOW, THEREFORE, based on the foregoing recitals and in consideration of the commitments set forth below, the Parties agree as follows:

1. Position, Duties, Responsibilities

1.1. Position. The Companies hereby employ Executive to render services to the Companies as Interim President and Chief Executive Officer of each of the Companies, reporting solely and directly to the Board of Directors of Holdings (the “Holdings Board”) and the Board of Directors of the Company (the “Company Board”, and together with the Holdings Board, the “Boards”), as of the Effective Date. The duties of these positions shall include participating in, supporting and taking such actions as are requested by the Holdings Board in furtherance of the search for a successor President and Chief Executive Officer as well as all such duties and responsibilities customarily exercised by an individual serving in those positions at entities of the size and nature of Holdings and the Company, and such additional duties and responsibilities, consistent with the foregoing positions, as are reasonably assigned to Executive by the Boards. Executive also agrees to serve in a similar capacity for the benefit of any of the Companies’ direct or indirect, wholly-owned or partially-owned subsidiaries. Additionally, Executive shall serve in such other capacity or capacities, consistent with the foregoing positions, as the Boards may from

time to time reasonably and lawfully prescribe. However, Executive shall be assigned no duties or responsibilities that are materially inconsistent with, or that materially impair his ability to discharge, his duties as Interim President and Chief Executive Officer of the Companies. During his employment by the Companies, Executive shall, subject to Section 1.2, devote substantially all of his business time and efforts to the proper and efficient performance of his duties under this Agreement.

1.2. Other Activities. Except upon the prior written consent of the Holdings Board or the Chairman of the Holdings Board, Executive will not, while he is employed under this Agreement, (i) continue or commence any other full- or part-time employment or consultancy, or (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be in conflict with, or that might place Executive in a conflicting position to that of, the Companies. Notwithstanding the foregoing, Executive shall be permitted to (i) manage his personal investments and affairs, and (ii) engage in occasional charitable or professional activities (including Executive's continued service as an expert witness for one or more business entities) and community affairs outside the scope of his employment with the Company, so long as such activities do not, either individually or in the aggregate, (A) conflict with the actual or proposed business of the Companies or any of their subsidiaries or affiliates, or (B) interfere with the performance of his duties hereunder. In addition, subject to the prior written consent of the Holdings Board or the Chairman of the Holdings Board (not to be unreasonably withheld or delayed) and subject to Executive's fiduciary duties to the Companies, Executive shall be permitted to serve on the boards of business entities (including but not limited to Employers Holdings, Inc., Seminole Hard Rock Holdings, LLC and Open Wager, Inc.), trade associations and charitable organizations, provided that their activities are not competitive with the actual or proposed business of the Companies or any of their subsidiaries or affiliates and provided further that Executive's service on such boards does not, either individually or in the aggregate, interfere with his performance of his duties hereunder. Any such prior written consent may be subsequently revoked in the event that either of the Boards determines, in good faith, that Executive's position on such a board has developed into a conflict of interest.

1.3. Location. Executive's principal place of employment shall be at the Company's corporate headquarters in Las Vegas, Nevada.

1.4. Proprietary Information. Executive recognizes that his employment with the Companies will involve contact with information of substantial value to the Companies, which is not generally known in the trade, and which gives the Companies an advantage over its competitors who do not know or use it. As a condition precedent to Executive's employment by the Companies, Executive agrees to execute and deliver to the Company, concurrent with his execution and delivery of this Agreement, a copy of the "Employee Proprietary Information and Inventions Agreement" attached hereto as Exhibit A.

1.5. Regulatory Approval. Due to the nature of the Companies' business and Executive's position with the Companies, Executive may also be required to complete applications required by various gaming regulatory, tribal, state or other international governments in whose jurisdiction the Companies and their affiliates conduct business, as well as other applications that may be required by such regulatory authorities with jurisdiction over the Companies and their affiliates. Such applications are generally in addition to normal credit,

reference and background checks for employment that the Companies have already completed to their satisfaction. Such applications may require complete disclosure of personal and financial information, criminal convictions or arrests (expunged or not) and business associations. As an ongoing condition of Executive's employment, Executive must be able to satisfy the licensing process and obtain appropriate gaming and other regulatory licenses within a reasonable period of time, provided the Companies provide all reasonable and necessary assistance to Executive.

2. Compensation of Executive

2.1. Monthly Base Salary. In consideration of the services to be rendered under this Agreement, while Executive is employed under this Agreement, Company shall pay Executive a base monthly salary of at least fifty thousand dollars (\$ 50,000) per month ("Base Salary"), less authorized deductions and required tax withholdings, payable in regular periodic payments in accordance with Company payroll policy (but no less frequently than monthly). Base Salary shall be prorated for any partial month of employment on the basis of a 30-day fiscal month. Base Salary shall not be decreased for any purpose without the prior written consent of Executive. In the event that Executive's employment hereunder extends to January 1, 2017, such Base Salary and shall be reviewed for increase, in the discretion of the Company Board, commencing on January 1, 2017.

2.2. Bonus. Executive shall receive a one-time bonus in the amount of one hundred thousand dollars (\$100,000) upon the commencement of employment by the Companies of a successor President and Chief Executive Officer on a non-interim basis, such bonus to be payable within thirty (30) days following such commencement of employment.

2.3. Stock Option. The Holdings Board shall grant to Executive, as of the Effective Date, non-qualified options to purchase 465,116 shares of Holdings' common stock at an exercise price of \$2.78 per share pursuant to its 2014 Equity Incentive Plan (the "Plan") and Notice of Grant of Stock Option and Stock Option Agreement to be entered into by and between Executive and Holdings in substantially the form attached hereto as Exhibit B (the "Stock Option Agreement").

2.4. Benefits. Executive shall be entitled to participate in the Company's group medical, dental, life insurance, 401(k), deferred compensation or other benefit plans and programs on no less favorable terms and conditions than those applying to other members of the Company's senior executive management, based upon the eligibility dates described in the benefit plan documents. Executive shall be provided such perquisites of employment, including paid time off, as are provided to other members of the Company's senior executive management. Executive shall be entitled to reimbursement of all reasonable expenses incurred by Executive in the performance of his duties hereunder, in accordance with the policies and procedures established by the Company from time to time, and as may be amended from time to time.

2.5. Attorney Fees. In addition to the benefits described above, the Company shall pay (or promptly reimburse Executive for) any and all expenses (including, without limitation, attorneys' fees and other charges of counsel) reasonably incurred by him in connection with the negotiation, documentation and implementation of these employment arrangements, in each case no later than fifteen (15) days after submission of appropriate supporting documentation.

3. Employment At Will.

Any of the Parties may terminate Executive's employment under this Agreement with the Companies at any time for any reason, including no reason at all, notwithstanding anything to the contrary contained in or arising from any statements, policies, or practices of the Companies relating to the employment, discipline, or termination of their employees. This at-will employment relationship cannot be changed except in a writing executed on behalf of the Parties. Executive's last day of employment shall be the "Termination Date" under this Agreement.

4. Termination of Employment

4.1. Termination by Executive or by the Company. In the event that Executive or either of the Companies terminates Executive's employment, the Company shall pay Executive all Base Salary due and owing, and all other accrued but unpaid benefits (e.g., accrued vacation) through the Termination Date, and Executive shall also receive any other benefits then or thereafter due in accordance with the then-applicable terms of any applicable plan, program, agreement of the Companies or any of their affiliates to which Executive is subject and by which the Companies are bound (collectively, "Company Arrangements"); for the avoidance of doubt, no Company Arrangement shall be deemed to arise solely from any course of dealing, practice or custom followed by the Companies with respect to other employees.

4.2. Termination for Incapacity. In the event that Executive suffers an Incapacity during his employment hereunder, either of the Companies may elect to terminate Executive's employment. In such event, the Company shall pay Executive all Base Salary due and owing, all other accrued but unpaid benefits (e.g., accrued vacation) through the Termination Date, and any other benefits then or thereafter due in accordance with the then-applicable terms of any applicable Company Arrangement. In addition, the Company will provide Executive, through the earliest of (x) the month in which he dies, (y) the month in which he attains age 65, and (z) the first month following the Termination Date in which he is able to work in a senior executive capacity (with or without reasonable accommodation), and no less frequently than monthly, periodic disability payments at an annual rate equal to 60% of twelve (12) times his Base Salary as of the Termination Date, in each case offset by the amount of periodic disability benefits provided (other than benefits attributable to his own contributions) under any disability insurance plan or program of the Companies or their affiliates. For the purposes of this Agreement, "Incapacity" shall mean that Executive, due to illness or mental or physical incapacity, has been unable to substantially perform the duties and responsibilities required to be performed by him on behalf of the Companies for a period of at least 180 days.

4.3. Termination upon Death. In the event that Executive dies during his employment hereunder, Executive's employment shall be deemed to have terminated upon the date of death. In such event, the Company shall pay Executive's estate or beneficiary all Base Salary due and owing, all other accrued but unpaid benefits (e.g., accrued vacation) through the date of death, and any other benefits then or thereafter due in accordance with the then-applicable terms of any Company Arrangement (including, without limitation, Executive's estate's or beneficiaries' rights to payments or other benefits under any life insurance plan or policy in which Executive participates or with respect to which Executive has designated a beneficiary, if any).

4.4. Compliance with Section 409A of the Code. This Agreement, and the Company Arrangements referred to in it, are intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) (or any regulations or rulings thereunder), and shall be construed and interpreted in accordance with such intent. Notwithstanding anything to the contrary in this Agreement or elsewhere, the Companies, in the exercise of their sole discretion and without the consent of Executive, shall have the authority to delay the payment of any amounts or the provision of any benefits under this Agreement to the extent they reasonably deem necessary or appropriate to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain “key employees” of certain publicly-traded companies) as amplified by any Internal Revenue Service or U.S. Treasury Department guidance as the Company deems appropriate or advisable. Any such delayed amounts or benefits to which Executive would otherwise be entitled during the six (6) month period following the Termination Date will be paid on the earlier of (i) the first business day following the expiration of such six (6) month period, or (ii) the date of Executive’s death. Any provision of this Agreement that would cause the payment of any benefit to fail to satisfy Section 409A of the Code shall be amended in the least restrictive manner necessary to comply with Code Section 409A (which amendment may be retroactive to the extent permitted by the Code or any regulations or rulings thereunder). Each payment under this Agreement is hereby designated as a “separate payment” for purposes of Section 409A of the Code.

4.5. No Mitigation; No Offset. In the event of any termination of Executive’s employment, Executive shall be under no obligation to seek other employment or otherwise mitigate the obligations of either of the Companies under this Agreement, and there shall be no offset against amounts or benefits due Executive under this Agreement or otherwise on account of any remuneration or other benefit earned or received by Executive after his termination of employment.

5. Termination Obligations

5.1. Return of Company’s Property. Without in any way limiting Executive’s obligations and the Company’s rights under the Employee Proprietary Information and Inventions Agreement described in Section 1.4, Executive hereby acknowledges and agrees that all books, manuals, records, reports, notes, contracts, lists, spreadsheets and other documents or materials, or copies thereof, and equipment furnished to or prepared by Executive in the course of or incident to Executive’s employment, belong to Company and shall be promptly returned to Company upon termination of Executive’s employment. However, notwithstanding anything in this Agreement or elsewhere to the contrary, Executive will be permitted to retain, and utilize appropriately, his rolodex (and electronic equivalents) and copies of documents relating to his personal entitlements, obligations and tax liabilities.

5.2. Cooperation in Pending Work. Following any termination of Executive’s employment, Executive shall, at the reasonable request or either of the Companies, reasonably cooperate with the Companies in all matters relating to the winding up of pending work on behalf of the Companies and the orderly transfer of work to other employees of the Companies. Executive shall also reasonably cooperate, at either of the Companies’ reasonable request, in the defense of any action brought by any third party against the Companies that relates in any way to Executive’s acts or omissions while employed by the Companies. However, Executive shall in no

event have any duties or responsibilities after the Termination Date that are inconsistent with his having a “separation from service” as of the Termination Date for purposes of Section 409A of the Code. In consideration of Executive’s cooperation under this Section 5.2, the Company shall reimburse Executive for his out-of-pocket costs (including, without limitation, any attorney fees and other professional expenses) reasonably incurred to cooperate and the Company shall pay Executive an hourly consulting fee equal to the hourly rate that results from dividing (x) his Base Salary at the time of termination of his employment, by (y) 160 .

5.3. Resignation . Upon the termination of Executive’s employment for any reason, Executive shall be deemed to have resigned from all positions as an employee, officer, director (other than as a member of the Holdings Board or the Company Board) or manager then held with the Companies or any of their respective subsidiaries ; for the avoidance of doubt, such automatic resignation shall not apply to Executive’s service as a member of the Holdings Board or as a member of the Company Board to the extent he is then so serving at the time of his termination of employment hereunder . Executive agrees to execute and delivery such documents or instruments as are reasonably requested by the Companies or any such subsidiary to evidence such resignations.

5.4. Survival . For avoidance of doubt, the representations and warranties contained herein and Executive’s and the Companies’ obligations under Sections 3 through 8, and Sections 10 through 19 , and under the Employee Proprietary Information and Inventions Agreement and the Stock Option Agreement, shall survive any termination of Executive’s employment.

6. Restrictions on Competition after Termination.

6.1. Reasons for Restrictions . Executive acknowledges that the nature of the Companies’ business is such that it would be extremely difficult for Executive to honor and comply with Executive’s obligation under the Employee Proprietary and Inventions Agreement described in Section 1.4 to keep secret and confidential the Companies’ trade secrets if Executive were to become employed by or substantially interested in the business of a competitor of the Companies soon following the termination of Executive’s employment with the Companies, and it would also be extremely difficult to determine in any reasonably available forum the extent to which Executive was or was not complying with Executive’s obligations under such circumstances .

6.2. Duration of Restriction . In consideration for the Companies’ undertakings and obligations under this Agreement, Executive agrees that, during the Noncompete Term, Executive will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that competes materially with any of the primary businesses of the Companies on the Termination Date in the United States, Canada, the United Kingdom or such other countries in which the Company conducts business at the time of such termination (“Restricted Territory”). For purposes of this Agreement, the “Noncompete Term” shall be the period of two (2) years after the Termination Date; provided, however, that the Noncompete Term shall immediately expire in the event that either of the Companies, or any of their affiliates, shall have materially breached, on or after the

Termination Date, any of their material obligations to Executive under this Agreement or under any other Company Arrangement, which breach shall have continued for 30 days after Executive has given written notice requesting cure. The parties agree that ownership of no more than 1% of the outstanding voting stock of a publicly-traded corporation or other entity shall not constitute a violation of this provision. The parties intend that the covenants contained in this section shall be construed as a series of separate covenants, one for each county, city, state and other political subdivision of the Restricted Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in this section. If, in any judicial proceeding, a court shall refuse to enforce any of the separate covenants (or any part thereof) deemed included in this section, then such unenforceable covenant (or such part) shall be deemed eliminated from this Agreement for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced by such court. It is the intent of the parties that the covenants set forth herein be enforced to the maximum degree permitted by applicable law.

7. Restrictions on Solicitation after Termination.

For a period of two (2) years following the Termination Date, Executive shall not, without the prior written consent of the Company, directly or indirectly, as a sole proprietor, member of a partnership, stockholder or investor, officer or director of a corporation, or as an executive, associate, consultant, independent contractor or agent of any person, partnership, corporation or other business organization or entity other than the Companies, solicit or endeavor to entice away from the Company any person or entity who is, or, during the then most recent three-month period, was, employed by, or had served as an agent or key consultant of the Company; provided, however, that Executive shall not be prohibited from receiving and responding to unsolicited requests for employment or career advice from the Company's employees.

8. Arbitration.

8.1. Agreement to Arbitrate Claims. The Parties hereby agree that, to the fullest extent permitted by law, any and all claims or controversies relating in any manner to the employment or the termination of employment of Executive (each, a "Claim") shall be resolved by final and binding arbitration. Except as specifically provided herein, any arbitration proceeding shall be conducted in accordance with the Commercial Arbitration Rules (and not National Rules for the Resolution of Employment Disputes) of the American Arbitration Association (the "AAA Rules") and this Section 8. Claims subject to arbitration shall include contract claims, tort claims, claims relating to compensation and stock options, as well as claims based on any federal, state, or local law, statute, or regulation, including but not limited to any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act. However, claims for unemployment compensation, workers' compensation, and claims under the National Labor Relations Act shall not be subject to arbitration.

8.2. Arbitrator. A neutral and impartial arbitrator shall be chosen by mutual agreement of the parties to the arbitration; however, if Executive and the other parties to the arbitration are unable to agree upon an arbitrator within a reasonable period of time, then a neutral and impartial arbitrator shall be appointed in accordance with the arbitrator nomination and selection procedure set forth in the AAA Rules. The arbitrator shall prepare a written decision

containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. The arbitrator shall apply the same substantive law, with the same statutes of limitations and the same remedies, that would apply if the Claims were brought in a court of law. The arbitrator shall have the authority to consider and decide pre-hearing motions, including dispositive motions, and each party to the arbitration will be entitled to conduct discovery to the same extent that it would have been if the Claims had been brought in a court of law. Pending resolution of any Claim, Executive shall continue to receive all payments and benefits due under this Agreement under any other Company Arrangement, except to the extent that an arbitrator selected under this Section 8.2 otherwise provides. All arbitration hearings under this Agreement shall be conducted in Las Vegas, Nevada.

8.3. Enforcement Actions. An action may be brought in court to compel arbitration under this Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, no Party shall initiate or prosecute any lawsuit in any way related to any arbitrable claim, including without limitation any claim as to the making, existence, validity, or enforceability of the agreement to arbitrate.

8.4. Exceptions. Nothing in this Agreement or elsewhere shall preclude any person from filing an administrative charge before an agency that has jurisdiction over any Claim. In addition, any Party may, at its option, seek injunctive relief in a court of competent jurisdiction for any claim or controversy arising out of or related to the unauthorized use, disclosure, or misappropriation of the confidential and/or proprietary information. By way of example, the Company may choose to use the court system to seek injunctive relief to prevent disclosure of its proprietary information or trade secrets; similarly, Executive may elect to use the court system to seek injunctive relief to protect Executive's own inventions or trade secrets.

8.5. Governing Law. The agreement to arbitrate under this Section 8 shall be governed by the Uniform Arbitration Act of 2000 (Nevada Revised Statutes 38.206 et seq.). In ruling on procedural and substantive issues raised in the arbitration itself, the Arbitrator shall in all cases apply the substantive law of the State of Nevada.

8.6. Expenses. The costs and fees of any arbitrator selected under Section 8.2 shall be borne equally by Executive and the Company. Each Party shall bear its own costs and expenses (including without limitation attorneys' fees and other professional fees and charges) incurred by him or it in connection with any Claim; provided, however, that (a) to the extent that it is determined through arbitration that the Executive's position in respect of a Claim was frivolous or without any merit, Executive shall promptly reimburse the Company for all costs and expenses incurred by the Company in respect of such Claim, and (b) to the extent that it is determined through arbitration that Executive substantially prevailed against the Company in respect of a Claim, the Company shall promptly reimburse Executive for all costs and expenses incurred by Executive in respect of such Claim.

8.7. Survival. For avoidance of doubt, the Parties' obligations under this Section 8 shall survive any termination of Executive's employment under this Agreement.

8.8. Acknowledgements. THE PARTIES UNDERSTAND AND AGREE THAT THIS SECTION 8 CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY

JURY OF ANY CLAIMS OR CONTROVERSIES COVERED BY THIS SECTION 8. THE PARTIES AGREE THAT NONE OF THOSE CLAIMS OR CONTROVERSIES SHALL BE RESOLVED BY A JURY TRIAL. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS THIS SECTION 8 WITH THEIR LEGAL COUNSEL AND HAVE AVAILED THEMSELVES OF THAT OPPORTUNITY TO THE EXTENT THEY WISH TO DO SO.

9. Duration

The terms of this Agreement are intended by the Parties to govern Executive's employment under this Agreement, as well as the rights of the Parties following any termination of employment.

10. Entire Agreement

The terms of this Agreement (including its Exhibits and an indemnification agreement) are (i) intended by the Parties to be the final and exclusive expression of their agreement with respect to the employment of Executive by the Companies and (ii) may not be contradicted by evidence of any prior or contemporaneous statements or agreements. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever concerning such terms may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement. To the extent any provision in this Agreement is inconsistent with any provision of the Exhibits or any other Company Arrangement, the provisions of this Agreement shall, to the extent more favorable to Executive, control.

11. Amendments, Waivers

This Agreement may not be modified, amended, or terminated except by an instrument in writing that (in the case of modifications and any amendments) expressly identifies the provision(s) being modified or amended, and that is signed by Executive and by a duly authorized representative of each of the Companies (other than Executive). No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein or by law or in equity. To be effective, any waiver must be set forth in a writing signed by the waiving Party and must specifically refer to the condition(s) or provision(s) of this Agreement being waived.

12. Assignment; Successors and Assigns

Executive shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit under this Agreement following Executive's death by giving written notice thereof. In the event of Executive's death or a judicial determination of his incompetence, references in this Agreement to Executive shall be deemed, where appropriate, to refer to his beneficiaries, estate, executor(s), or other legal representative(s). Except as provided herein, Executive agrees that Executive may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, nor shall Executive's rights be subject to encumbrance or the claims of creditors. Any purported assignment, transfer, or delegation in

violation of this Agreement shall be null and void. Nothing in this Agreement shall prevent the consolidation of the Company with, or its merger into, any other corporation, or the sale by the Company of all or substantially all of its properties or assets. However, no rights or obligations of either of the Companies under this Agreement may be assigned or transferred by either of the Companies (each a “Transferor”) except that such rights and obligations may be assigned or transferred pursuant to a merger, consolidation or other combination in which the Transferor is not the continuing entity, or a sale or liquidation of all or substantially all of the business and assets of the Transferor, provided that the assignee or transferee is the successor to all or substantially all of the business and assets of the Transferor and such assignee or transferee expressly assumes the liabilities, obligations and duties of the Transferor as set forth in this Agreement. In the event of any merger, consolidation, other combination, sale of business and assets, or liquidation as described in the preceding sentence, the Transferor shall use its best reasonable efforts to cause such assignee or transferee to promptly and expressly assume the liabilities, obligations and duties of the Transferor under this Agreement.

13. Severability; Enforcement

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court or arbitrator of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. Such court or arbitrator shall have the authority to modify or replace the invalid or unenforceable term or provision with one which most accurately represents the parties’ intention with respect to the invalid or unenforceable term or provision.

14. Governing Law

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with its express terms, and otherwise in accordance with the laws of the State of Nevada.

15. Acknowledgment

The Parties acknowledge (a) that they have consulted with or have had the opportunity to consult with independent counsel of their own choice concerning this Agreement, and (b) that they have read and understand the Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any representations or promises other than those contained in this Agreement.

16. Notices

All notices or demands of any kind required or permitted to be given by the Companies or Executive under this Agreement or any of the documents attached hereto as Exhibits shall be given in writing and shall be personally delivered (and receipted for) or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Company or Holdings: Everi Holdings Inc.
Attn: Chairman of the Board of Directors
7250 S. Tenaya Way, Suite 100
Las Vegas, NV 89113

If to Executive: To him at his principal residence as reflected in the records of the Company with a copy (while he is employed hereunder) to him at his principal office at the Company

and a copy to _____

Any such written notice shall be deemed received when personally delivered or five (5) days after its deposit in the United States mail as specified above. Any Party may change its address for notices by giving notice to the other Party in the name specified in this section.

17. Representations and Warranties.

17.1. Executive represents and warrants that he is not restricted or prohibited, contractually or otherwise, from entering into and performing each of the terms and covenants contained in this Agreement, and that his execution and performance of this Agreement will not violate or breach any other agreements between Executive and any other person or entity.

17.2. Each of the Companies represents and warrants that (i) it is fully authorized by action of its Board (and of any other person or body whose action is required) to enter into this Agreement and to perform its obligations under it, (ii) the execution, delivery and performance of this Agreement by it does not violate any applicable law, regulation, order, judgment or decree or any agreement, arrangement, plan or corporate governance document (x) to which it is a party or (y) by which it is bound, and (iii) upon the execution and delivery of this Agreement by the Parties, this Agreement shall be its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

18. Joint and Several Obligations

All obligations of the Companies under this Agreement shall be joint and several. Each of the Companies unconditionally guarantees prompt performance by the other of all of its obligations to Executive, whether under this Agreement or otherwise.

19. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall contribute one and the same instrument. Signatures delivered by facsimile (including, without limitation, by "pdf") shall be effective for all purposes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first set forth above.

EVERI HOLDINGS INC.

By: /s/ E. Miles Kilburn

EVERI PAYMENTS INC.

EXECUTIVE

By: /s/ E. Miles Kilburn
Miles Kilburn
Chairman of the Board of Directors

/s/ Michael D. Rumbolz
Michael D. Rumbolz

EXHIBIT A

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment by Everi Payments Inc. (formerly known as Global Cash Access, Inc.), a Delaware corporation (the "Company"), I hereby agree to certain restrictions placed by the Company on my use and development of information and technology of the Company, as more fully set out below.

1. Proprietary Information.

(a) Confidential Restrictions. I understand that, in the course of my work as an employee of the Company, I may have access to Proprietary Information (as defined below) concerning the Company. I acknowledge that the Company has developed, compiled, and otherwise obtained, often at great expense, this information, which has great value to the Company's business. I agree to hold in strict confidence and in trust for the sole benefit of the Company all Proprietary Information and will not disclose any Proprietary Information, directly or indirectly, to anyone outside of the Company, or use, copy, publish, summarize, or remove from Company premises such information (or remove from the premises any other property of the Company) except: (i) during my employment to the extent necessary to carry out my responsibilities as an employee of the Company or (ii) after termination of my employment, as specifically authorized in writing by a duly authorized officer of the Company. I further understand that the publication of any Proprietary Information through literature or speeches must be approved in advance in writing by a duly authorized officer of the Company.

(b) Proprietary Information Defined. I understand that the term "Proprietary Information" in this Agreement means all information and any idea in whatever form, tangible or intangible, whether disclosed to or learned or developed by me, pertaining in any manner to the business of the Company or to the Company's affiliates, consultants, or business associates, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was rightfully in my possession or part of my general knowledge prior to my employment by the Company; or (iii) the information is disclosed to me without confidential or proprietary restrictions by a third party who rightfully possesses the information (without confidential or proprietary restrictions) and did not learn of it, directly or indirectly, from the Company. I further understand that the Company considers the following information to be included, without limitation, in the definition of Proprietary Information: (A) schematics, techniques, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, electronic codes, formulas and improvements; (B) information about costs, profits, markets, sales, customers, prospective customers, customer contracts (including without limitation the terms and conditions of such customer contracts) and bids; (C) plans for business, marketing, future development and new product concepts; (D)

customer lists, and distributor and representative lists; (E) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to me by the Company (or any affiliate of it), as well as written or verbal instructions or comments; (F) any information or material not described in (A)-(E) above which relate to the Company's inventions, technological developments, "know how", purchasing, accounts, merchandising, or licensing; (G) employee personnel files and information about employee compensation and benefits; and (H) any information of the type described in (A)-(G) above which the Company has a legal obligation to treat as confidential, or which the Company treats as proprietary or designates as confidential, whether or not owned or developed by the Company.

(c) Information Use. I agree that I will maintain at my work area or in other places under my control only such Proprietary Information that I have a current "need to know," and that I will return to the appropriate person or location or otherwise properly dispose of Proprietary Information once my need to know no longer exists. I agree that I will not make copies of information unless I have a legitimate need for such copies in connection with my work.

(d) Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree that I owe the Company and such third parties, during the term of my employment and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation (except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than for the Company or such third party (consistent with the Company's agreement with such third party) without the express written authorization of a duly authorized officer of the Company.

2. Inventions.

(a) Defined; Statutory Notice. I understand that during the term of my employment, there are certain restrictions on my development of technology, ideas, and inventions, referred to in this Agreement as "Invention Ideas." The term "Invention Ideas" means all ideas, processes, inventions, technology, programs, original works of authorship, designs, formulas, discoveries, patents, copyrights, trademarks, and service marks, and all improvements, rights, and claims related to the foregoing, that are conceived, developed, or reduced to practice by me alone or with others during the period of my employment with the Company, except for (1) Invention Ideas excluded in Schedule A, (2) Invention Ideas that I develop entirely on my own time without the Company's equipment, supplies, facilities or trade secret information except for those Invention Ideas that either relate at the time of conception or reduction to practice of the Invention Idea to the Company's business or actual or demonstrably anticipated research or development or result from any work performed by me for the Company, and (3) to the extent that any law applicable to my employment lawfully prohibits the assignment.

(b) Disclosure. I agree to maintain adequate and current written records on the development of all Invention Ideas and to disclose promptly to the Company all

Invention Ideas and relevant records, which records will remain the sole property of the Company. I further agree that all information and records pertaining to any idea, process, invention, technology, program, original work of authorship, design, formula, discovery, patent, copyright, trademark, or service mark, that I do not believe to be an Invention Idea, but is conceived, developed, or reduced to practice by me (alone or with others) during my period of employment or during the one-year period following termination of my employment, shall be promptly disclosed to the Company (such disclosure to be received in confidence). The Company shall examine such information to determine if in fact it is an Invention Idea subject to this Agreement.

(c) Assignment. I agree to assign and hereby do assign to the Company, without further consideration, my entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each Invention Idea, which shall be the sole property of the Company, whether or not copyrightable or patentable.

(d) Assist with Registration. In the event any Invention Idea shall be deemed by the Company to be copyrightable or patentable or otherwise registrable, I will assist the Company (at its expense) in obtaining and maintaining letters patent or other applicable registrations and I will execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to accomplish such registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention Idea, whether due to my mental or physical incapacity or any other cause, I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by me. I agree to maintain adequate and current records on the development of all Invention Ideas, which shall also remain the sole property of the Company.

(e) License for Other Inventions. If, in the course of my employment with the Company, I incorporate into Company property an invention owned by me or in which I have an interest, the Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, world-wide license to make, modify, use and sell any invention as part of and in connection with the Company property.

(f) Exclusions. Except as disclosed in Schedule A attached hereto and incorporated herein, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, or trademarks, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement. To the best of my knowledge, there is no existing contract in conflict with this Agreement or any other contract to assign ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, or trademarks, or improvements thereon, that is now in existence between me and any other person or entity.

(g) Disclosure. I agree to disclose promptly to the Company all

“Invention Ideas” and relevant records as defined in paragraph 2(a), above. I further agree to promptly disclose to the Company any idea that I do not believe to be an invention, but which is conceived, developed, or reduced to practice by me (alone or with others) while I am employed by the Company or during the one-year period following the termination of my employment. I will disclose the idea, along with all information and records pertaining to the idea, and the Company will examine the disclosure in confidence to determine if in fact it is an Invention Idea subject to this Agreement.

(h) Post-Termination Period. I agree that any idea, invention, writing, discovery, patent, copyright, trademark or similar item or improvement shall be presumed to be an Invention Idea if it is conceived, developed, use, sold, exploited, or reduced to practice by me or with my aid within one (1) year after my termination of employment with the Company. I can rebut this presumption if I prove that the idea, invention, writing, discovery, patent, copyright, trademark or similar item or improvement is not an Invention Idea covered by this Agreement.

3. Former or Conflicting Agreements. During my employment with the Company, I will not disclose to the Company, or use, or induce the Company to use, any proprietary information or trade secrets of others. I represent and warrant that I have returned all property and confidential information belonging to all prior employers, individuals and entities who have provided such property and confidential information to me, if any, as required by such prior employers, individuals and entities. I further represent and warrant that my performance of the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I have listed in Schedule B all other agreements concerning proprietary information or agreements to which I am a party and have attached copies of any agreements in my possession.

4. Government Contracts. I understand that the Company has or may enter into contracts with the government under which certain intellectual property rights will be required to be protected, assigned, licensed, or otherwise transferred and I hereby agree to execute such other documents and agreements as are necessary to enable the Company to meet its obligations under any such government contracts.

5. Termination. I hereby acknowledge and agree that all property, including, without limitation, all source code listings, books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, and other documents or materials or copies thereof, all equipment furnished to or prepared by me in the course of or incident to my employment, and all Proprietary Information belonging to the Company and will be promptly returned to the Company upon termination of my employment with the Company. Following my termination, I will not retain any written or other tangible material containing any Proprietary Information or information pertaining to any Invention Idea. I understand that my obligations contained in this Agreement will survive the termination of my employment and I will continue to make all disclosures required of me by paragraph 2(b). In the event of the termination of my employment, I agree, if requested by the Company, to sign and deliver the Termination Certificate attached as Schedule C hereto and incorporated herein. I ACKNOWLEDGE THAT THE COMPANY IS AN “AT-WILL” EMPLOYER AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO IMPLY THAT THE TERM OF MY EMPLOYMENT IS OF ANY DEFINITE DURATION. NO ONE

OTHER THAN AN AUTHORIZED OFFICER OF THE COMPANY HAS THE AUTHORITY TO ALTER THIS ARRANGEMENT, TO ENTER INTO AN AGREEMENT FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO THIS POLICY, AND ANY SUCH AGREEMENT MUST BE IN WRITING AND MUST BE SIGNED BY AN AUTHORIZED OFFICER OF THE COMPANY AND BY THE AFFECTED EMPLOYEE.

6. Remedies. I recognize that nothing in this Agreement is intended to limit any remedy of the Company under the California Uniform Trade Secrets Act or other federal or state law and that I could face possible criminal and civil actions, resulting in imprisonment and substantial monetary liability, if I misappropriate the Company's trade secrets. In addition, I recognize that my violation of this Agreement could cause the Company irreparable harm, the amount of which may be extremely difficult to estimate, thus, making any remedy at law or in damages inadequate. Therefore, I agree that the Company shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Agreement and for any other relief the Company deems appropriate. This right shall be in addition to any other remedy available to the Company in law or equity.

7. Miscellaneous Provisions.

(a) Assignment. I agree that the Company may assign to another person or entity any of its rights under this Agreement.

(b) Governing Law; Severability. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to any conflicts or choice of law provisions that would result in the application of the laws of any jurisdiction other than the internal laws of the State of Nevada. If any provision of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

(c) Entire Agreement. The terms of this Agreement are the final expression of the parties' agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

(d) Amendments; Waivers. This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by me and by a duly authorized representative of the Company. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity.

(e) Successors and Assigns. This Agreement shall be binding upon

me and my heirs, executors, administrators, and successors, and shall inure to the benefit of the Company's successors and assigns.

(f) Application of this Agreement. I hereby agree that my obligations set forth in Sections 1 and 2 hereof and the definitions of Proprietary Information and Invention Ideas contained therein shall be equally applicable to Proprietary Information and Invention Ideas relating to any work performed by me for the Company prior to the execution of this Agreement.

(Remainder of this page intentionally left blank; signatures begin on the next page.)

ACKNOWLEDGEMENT & AGREEMENT

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY NOTED ON SCHEDULE A TO THIS AGREEMENT ANY PROPRIETARY INFORMATION, IDEAS, PROCESSES, INVENTIONS, TECHNOLOGY, WRITINGS, PROGRAMS, DESIGNS, FORMULAS, DISCOVERIES, PATENTS, COPYRIGHTS, OR TRADEMARKS, OR IMPROVEMENTS, RIGHTS, OR CLAIMS RELATING TO THE FOREGOING, THAT I DESIRE TO EXCLUDE FROM THIS AGREEMENT.

Date: 2/24/16

Employee Name: Michael D. Rumbolz

/s/ Michael D. Rumbolz
Employee Signature

SCHEDULE A

**EMPLOYEE'S DISCLOSURE
OF PRIOR INVENTIONS**

1. Prior Inventions. Except as set forth below, there are no ideas, processes, inventions, technology, writings, programs, designs, formulas, discoveries, patents, copyrights, or trademarks, or any claims, rights, or improvements to the foregoing, that I wish to exclude from the operation of this Agreement:

Date: 2/24/16

Employee Name: Michael D. Rumbolz

/s/ Michael D. Rumbolz
Employee Signature

SCHEDULE B

EMPLOYEE'S DISCLOSURE

OF PRIOR AGREEMENTS

1. Prior Agreements. Except as set forth below, I am aware of no prior agreements between me and any other person or entity concerning proprietary information or inventions (attach copies of all agreements in your possession):

Date: 2/24/16

Employee Name: Michael D. Rumbolz

/s/ Michael D. Rumbolz
Employee Signature

SCHEDULE C

**TERMINATION CERTIFICATE CONCERNING
EVERI PAYMENTS INC. (FORMERLY KNOWN AS GLOBAL CASH ACCESS, INC.)
PROPRIETARY INFORMATION AND INVENTIONS**

This is to certify that I have returned all property of Everi Payments Inc. (formerly known as Global Cash Access, Inc.), a Delaware limited liability company (the "Company"), including, without limitation, all source code listings, books, manuals, records, models, drawings, reports, notes, contracts, lists, blueprints, and other documents and materials, Proprietary Information, and equipment furnished to or prepared by me in the course of or incident to my employment with the Company, and that I did not make or distribute any copies of the foregoing.

I further certify that I have reviewed the Employee Proprietary Information and Inventions Agreement signed by me and that I have complied with and will continue to comply with all of its terms, including, without limitation, (i) the reporting of any idea, process, invention, technology, writing, program, design, formula, discovery, patent, copyright, or trademark, or any improvement, rights, or claims related to the foregoing, conceived or developed by me and covered by the Agreement and (ii) the preservation as confidential of all Proprietary Information pertaining to the Company. This certificate in no way limits my responsibilities or the Company's rights under the Agreement.

On termination of my employment with the Company, I will be employed by _____ **[Name of New Employer]** [in the _____ **division**] and I will be working in connection with the following projects:

[generally describe the projects]

Date: _____
Employee Name: _____

Employee Signature

EXHIBIT B

STOCK OPTION AGREEMENT

Incorporated by reference to the Company's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on February 16, 2016.



EVERI HOLDINGS APPOINTS EILEEN RANEY TO BOARD OF DIRECTORS

LAS VEGAS, NV, March 1, 2016 - Everi Holdings Inc. (NYSE: EVRI) ("Everi" or the "Company") announced today that the Company's Board of Directors (the "Board") has appointed Eileen F. Raney to the Board effective February 25, 2016. Ms. Raney, who the Board believes satisfies the criteria as an independent director for the purposes of New York Stock Exchange rules, was also appointed to serve as a member of the Audit Committee (and determined to be an Audit Committee Financial Expert), Nominating and Corporate Governance Committee, and Compensation Committee of the Board. Her appointment expands the size of the Board to six members.

Ms. Raney served in a number of positions at Deloitte & Touche USA from 1998 to 2007. She began her career with Deloitte in the Integrated Health Group as Western Regional Leader and National Co-Leader and then as National Global Leader between 1998 and 2000. She also served as a member of the Board of Directors and Global E-Business Leader of Human Capital at Deloitte between 2000 and 2003. From 2003 to 2007, she served as National Managing Principal, Research & Development and as a member of the firm's Executive Committee from 2003 to 2007. She has served as an Advisory Board Member at Fino Consulting since 2015 and served as a member of the Board of SHFL Entertainment from 2011 to 2013 including on the Board's Audit, Compensation and Governance Committees. Ms. Raney also serves as Vice Chair of the Board of Governors and Chair of the Audit and Finance Committee of the University Medical Center of Southern Nevada since 2014 and as a member of the Advisory Board for the UNLV Libraries since 2010 and served as a member of the Board of Directors and the Board's Finance Committee at the Nevada Health Centers from 2013 to 2015.

"We are delighted to welcome Eileen to Everi and believe her financial expertise and distinguished record of board service make her an ideal addition to the Company's Board of Directors," said E. Miles Kilburn, Chairman of the Board of Everi. "In addition, Eileen's board experience within the gaming industry will serve the Company well particularly as we seek to further grow and cultivate a strong Games business. We look forward to benefiting from her counsel and expertise as we execute on our strategy to be a full service casino gaming equipment and payments solutions provider."

About the Company

Everi Holdings is dedicated to providing video and mechanical reel gaming content and technology solutions, integrated gaming payments solutions and compliance and efficiency software. The Company's Games business provides: (a) comprehensive content, electronic gaming units and systems for Native American and commercial casinos, including the award winning TournEvent® slot tournament solution; and (b) the central determinant

system for the video lottery terminals installed at racetracks in the State of New York. The Company's Payments business provides: (a) access to cash at gaming facilities via Automated Teller Machine cash withdrawals, credit card cash access transactions, point of sale debit card transactions, and check verification and warranty services; (b) fully integrated gaming industry kiosks that provide cash access and related services; (c) products and services that improve credit decision making, automate cashier operations and enhance patron marketing activities for gaming establishments; (d) compliance, audit and data solutions; and (e) online payment processing solutions for gaming operators in states that offer intrastate, Internet-based gaming and lottery activities.

Contacts

Investor Relations
Richard Land, James Leahy
JCIR
212-835-8500 or evri@jcir.com
