

GLOBAL CASH ACCESS HOLDINGS, INC.

FORM 8-K (Current report filing)

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**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): **January 27, 2014**

GLOBAL CASH ACCESS 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 2.02. Results Of Operations And Financial Condition.

On January 27, 2014, Global Cash Access Holdings, Inc. (the “Company”) issued a press release in which it reaffirmed its Adjusted EBITIDA and Cash EPS estimates for the year ended December 31, 2013 as previously disclosed in its Current Report filed on Form 8-K filed on November 5, 2013 with the Securities and Exchange Commission. A copy of the press release is attached hereto as Exhibit 99.1.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 27, 2014, the Company announced that Ram Chary, age 42, has been appointed to the positions of President and Chief Executive Officer of the Company and as a director of the Company, effective January 27, 2014. Mr. Chary’s term of office in these offices shall be until his resignation, his removal or the appointment of his successor(s). Mr. Chary replaces David Lopez, whose employment with the Company ended on January 27, 2014.

From 2007 to 2013, Mr. Chary served in various roles at Fidelity National Information Services, Inc., a banking and payments technology company, most recently as an Executive Vice President of Global Commercial Services. Mr. Chary previously led the technology division of Fidelity National Information Services, Inc. Prior to joining Fidelity National Information Services Inc., Mr. Chary led the Professional Services organization of eFunds Corporation, a payments services company. Prior to eFunds, Mr. Chary worked at IBM Global Services in infrastructure outsourcing and technology consulting.

Mr. Chary and the Company entered into an Employment Agreement, effective January 27, 2014. Pursuant to the Employment Agreement, Mr. Chary is entitled to receive an annual base salary of \$700,000 and is eligible for a discretionary annual bonus in an amount of up to 150% of his then current base salary depending upon the achievement of certain performance criteria and goals to be determined. The target amount of the discretionary bonus, assuming the achievement of performance criteria and goals, is 100% of his then current base salary. In the event of the termination of Mr. Chary’s employment in certain circumstances, he is entitled to a lump sum payment of two times his then current base salary plus two times the then target amount of his discretionary bonus, together with eighteen months of continued group health insurance for him and his eligible dependents. In the event that Mr. Chary suffers an incapacity during the term of his employment, he is entitled to disability payments at an annual rate of 60% of his then current base salary. In the Employment Agreement, Mr. Chary has agreed not to engage in certain competitive activities for a period of two years following the termination of his employment with the Company. In the Employment Agreement, the Company has agreed to provide Mr. Chary with furnished corporate housing in the Las Vegas metropolitan area for six months and will pay the costs of Mr. Chary commuting back to his home in Florida on weekends and Mr. Chary’s family traveling to Las Vegas on up to twelve trips for the purpose of preparing for relocation to the Las Vegas metropolitan area. The Company has also agreed to pay the costs of Mr. Chary’s relocation to the Las Vegas metropolitan area, certain costs associated with Mr. Chary selling his home in Florida and certain costs associated with Mr. Chary purchasing a home in the Las Vegas metropolitan area. Concurrent with the execution and delivery of the Employment Agreement, Mr. Chary 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 his appointment to office, Mr. Chary and the Company entered into a Notice of Stock Option Award and Stock Option Award Agreement, dated January 27, 2014, copies of which are attached hereto as Exhibit 10.2. Pursuant to the Notice of Stock Option Award and Stock Option Award Agreement, Mr. Chary was awarded an option under the Company’s 2005 Stock Incentive Plan to purchase an aggregate of 2,000,000 shares of common stock at an exercise price of \$8.92 per share, which was the closing price of the Company’s common stock on the New York Stock Exchange on January 27, 2014. Subject to Mr. Chary’s continued employment with the Company, 1,000,000 shares subject to the option (the “Time-Vesting Shares”) will vest over a four-year period, 333,333 of the shares subject to the option will vest upon the conclusion of any period of 30 consecutive trading days on the New York Stock Exchange prior to January 27, 2018 over which the average of the closing prices of the Company’s common stock is at least \$12 per share, 333,333 of the shares subject to the option will vest upon the conclusion of any period of 30 consecutive trading days on the New York Stock Exchange prior to January 27, 2018 over which the average of the closing prices of the Company’s common stock is at least \$14 per share, and 333,334 of the shares subject to the option will vest upon the conclusion of any period of 30 consecutive trading days on the New York Stock Exchange prior to January 27, 2018 over which the average of the closing prices of the Company’s common stock is at least \$16 per share. All of the shares subject to the option will vest if Mr. Chary is terminated without cause or upon an acquisition of or change in control of the Company. In the event of Mr. Chary’s death or incapacity during the term of his employment, the Time-Vesting Shares subject to the option will vest. The description of the Notice of Stock Option Award and Stock Option Award Agreement contained in this paragraph is qualified in its entirety by reference to the Notice of Stock Option Award and Stock Option Award Agreement, copies of which are attached hereto as Exhibit 10.2.

On January 27, 2014, Mr. Chary was appointed to the Board of Directors of the Company as a Class III director, whose term shall expire at the annual meeting of stockholders to be held in 2014. The Board of Directors of the Company believes that Mr. Chary is qualified to serve as a member of the Board of Directors due to his many years of managing and leading complex business organizations, his expertise in leading technology-driven organizations and his expertise in the payment processing industry. Mr. Chary was simultaneously elected to the Board of Directors of the Company's wholly-owned subsidiary, Global Cash Access, Inc. ("GCA").

In connection with his appointment to office and to the Board of Directors of the Company, Mr. Chary and the Company entered into an Indemnification Agreement, dated January 27, 2014. The Indemnification Agreement provides, among other things, that the Company will indemnify Mr. Chary under the circumstances and to the extent provided therein, for expenses, damages, judgments, fines and settlements each may be required to pay in actions or proceedings which he may be made a party by reason of his position as an officer or director of the Company or any of its subsidiaries, and otherwise to the fullest extent permitted under Delaware law and the Company's bylaws. The description of the Indemnification Agreement contained in this paragraph is qualified in its entirety by reference to the Indemnification Agreement, a copy of which is attached hereto as Exhibit 10.3.

On January 27, 2014, the Company issued a press release announcing the appointment of Mr. Chary as President and Chief Executive Officer, and the appointment of Mr. Chary as a member of the Company's Board of Directors, a copy of which is attached hereto as Exhibit 99.1

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Document</u>
10.1	Employment Agreement with Ram Chary, dated January 27, 2014
10.2	Notice of Stock Option Award and Stock Option Award Agreement with Ram Chary, dated January 27, 2014
10.3	Indemnification Agreement with Ram Chary, dated January 27, 2014
99.1	Press Release announcing the appointment of Ram Chary as President and Chief Executive Officer as a member of the Company's Board of Directors on January 27, 2014

This Form 8-K and the attached exhibit are furnished to, but not filed with, the Securities and Exchange Commission. The information contained herein and in the accompanying exhibit shall not be incorporated by reference into any filing of the registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference into such filing.

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.

GLOBAL CASH ACCESS HOLDINGS, INC.

Date: January 27, 2014

By: /s/ Mary E. Higgins

Mary E. Higgins
Chief Financial Officer

EXHIBIT INDEX

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EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”), by and between Global Cash Access Holdings, Inc., a Delaware corporation (together with its successors and assigns, “Holdings”), Global Cash Access, Inc., a Delaware corporation (together with its successors and assigns, the “Company”, and together with Holdings being collectively the “Companies”), and Ram Chary (“Executive”), is made as of January 27, 2014 (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. 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.

C. 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 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 employment of Executive hereunder is contingent upon Executive successfully completing a drug screen. The duties of these positions shall include 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 President and

Chief Executive Officer of the Companies. As soon as is reasonably practicable after the Effective Date, Holdings shall cause Executive to be appointed to the Holdings Board and the Company shall cause Executive to be appointed to the Company Board. 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, 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 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 (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, 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. Executive intends to relocate the principal residence of himself, his spouse and his children to the Las Vegas metropolitan area as soon as practicable following the Effective Date. In consideration of Executive's relocation efforts, for the first six (6) months of Executive's employment under this Agreement, the Company shall promptly pay (or reimburse Executive for) all reasonable out-of-pocket expenses that he incurs in the course of commuting from a residence outside of the Las Vegas metropolitan area, including weekly airfare, provide a furnished apartment in the Las Vegas metropolitan area, a rental car, and a meal allowance, and promptly pay (or reimburse Executive for) all expenses incurred in connection with the purchase of a residence in the Las Vegas metropolitan area. In additional consideration of Executive's relocation efforts, if they are incurred while Executive is employed under this Agreement, the Company shall promptly pay (or reimburse Executive for) (i) any reasonable out-of-pocket expenses that his spouse and children incur in the course of traveling to, or staying in, the Las Vegas metropolitan area, on up to twelve (12) trips, for the purpose of preparing for the relocating of Executive's principal residence to the Las Vegas metropolitan area, and (ii) any documented expenses incurred in the course of selling his current principal residence (e.g., real estate brokerage commission). Executive acknowledges that some or all amounts paid or reimbursed by the Company for the expenses contemplated in this Section 1.3 will (to the extent required under applicable IRS rules)

be treated and reported as taxable income to Executive and that Executive is responsible for the payment of all taxes attributable to such payments or reimbursements, and that the Company will not provide any gross-up for the payment of any such taxes associated with or attributable to such payments or reimbursements.

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. 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 annual salary of at least seven hundred thousand dollars (\$700,000) ("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 (including, without limitation, for purposes of determining the amount of any benefits that may be due to him under Sections 2.2 or 4, below) without the prior written consent of Executive, and shall be reviewed at least annually for increase, in the discretion of the Company Board, commencing on January 1, 2015.

2.2. Bonus. For each calendar year that ends while Executive is employed under this Agreement, Executive shall receive an annual bonus in an amount of up to one hundred fifty percent (150%) of his then current Base Salary, with a target amount equal to one hundred percent (100%) of his then current Base Salary (the "Target Bonus"), the amount of such bonus to be determined by the Holdings Board based substantially on the degree to which quantitative metrics, to be established by the Board (after consultation with Executive) during the first quarter of the calendar year for which the bonus is to be paid, are satisfied. Except as

provided in this Agreement, Executive shall only be entitled to an annual bonus for a calendar year if he is employed on the last day of the calendar year. Any annual bonus earned for a calendar year shall be paid in cash when annual bonus awards are paid to other senior executives of the Companies, but no later than March 15 of the following calendar year. In addition, Executive's annual bonus for the 2014 calendar year shall not be prorated or otherwise diminished based on his having commenced employment after the beginning of such year.

2.3. Stock Option. The Holdings Board shall grant to Executive, as of the Effective Date, non-qualified options to purchase 2,000,000 shares of Holdings' common stock pursuant to its 2005 Stock Incentive Plan (the "Plan") and Notice of Stock Option Award and Stock Option Award Agreement to be entered into by and between Executive and Holdings in substantially the form attached hereto as Exhibit B (the "Stock Option Agreement"). The exercise price of such options shall be the fair market value of Holdings' common stock on the Effective Date, as evidenced by the closing price of such stock on the New York Stock Exchange on such date. Executive shall also be considered by the Holdings Board, no less frequently than annually, for additional equity-based and other long-term incentive awards, in its sole and absolute discretion.

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. In addition, Executive shall be entitled to reimbursement of certain medical expenses under (i) the Company's Exec-u-care coverage on no less favorable terms and conditions than those applying to other members of the Company's senior executive management, or (ii) a reasonably similar health care service with costs to the Company that are similar to those that would be borne by the Company pursuant to the Exec-u-care coverage provided pursuant to the preceding clause (i).

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. Executive may terminate his employment under this Agreement upon notice to the Companies. In the event that Executive elects to terminate his employment other than with Good Reason (as defined below), the Company shall pay Executive all Base Salary due and owing, and all other accrued but unpaid benefits (e.g., accrued vacation, paid out at a daily rate equal to 1/365th of Executive's Base Salary) 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 by the Company for Cause. In the event that either of the Companies terminates Executive's employment under this Agreement for Cause, 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 receive any other benefits then or thereafter due under the then-applicable terms of any applicable Company Arrangement.

4.2.1. Cause. For purposes of this Agreement and any other Company Arrangement that does not define "cause" or a similar concept, grounds for a termination for "Cause" shall exist if, and only if, (i) Executive is convicted of, or pleads guilty or nolo contendere to, a felony; (ii) in carrying out his duties to the Companies, Executive engages in conduct that constitutes willful gross neglect or willful gross misconduct and that, in either case, results in material economic harm or significant risk of material economic harm to the Companies; (iii) either of the Boards determines in good faith that Executive is unfit for service as President and Chief Executive Officer of either of the Companies by reason of a denial of any license, permit or qualification required by any gaming regulator; being found unsuitable by any gaming regulator; failing to submit a required application for a license, permit or qualification to a gaming regulator; or failing to submit to a determination of suitability by any gaming regulator; (iv) Executive willfully breaches any material provision of this Agreement (including, without limitation, the restrictive covenants contained in Sections 6 and 7) or the Employee Proprietary Information and Inventions Agreement, and such breach results in significant harm or significant risk of significant harm to the Companies; or (v) Executive repeatedly refuses, or fails to undertake good faith efforts, to perform his duties and responsibilities as reasonably directed by either of the Boards. However, no termination of Executive's employment hereunder shall be effective as a termination for Cause unless the provisions of Section 4.2.2 shall have been complied with prior to the termination.

4.2.2. Cause Procedures. Before any termination for Cause, Executive shall be given written notice by the Holdings Board of its intention to terminate him for Cause, and such notice (the “Cause Notice”) shall (x) state in detail the particular circumstances that constitute the grounds on which the proposed termination for Cause is based and (y) to be given no later than 180 days after the Holdings Board first learns of such circumstances. The Holdings Board may suspend Executive’s employment hereunder, with continued pay, upon delivery of the Cause Notice, until the conclusion of the procedures set forth in this Section 4.2.2; Executive may be stripped of any or all powers or duties as an officer or employee of the Companies during such suspension, and such suspension shall not give rise to Good Reason. If the grounds set forth in the Cause Notice are reasonably susceptible to cure without significant cost, damage, harm or liability to either of the Companies, Executive shall have 10 days after receiving such Cause Notice in which to cure such grounds to the reasonable satisfaction of the Holdings Board. If he fails to timely cure such grounds, Executive shall then be entitled to a hearing before the Holdings Board. Such hearing shall be held within 15 days of his receiving such Cause Notice, provided that Executive requests such hearing within 10 days after receiving such Cause Notice. If, within ten days following such hearing (if timely requested), and otherwise within 20 days after such Cause Notice is given to the Executive, the Holdings Board gives written notice to Executive confirming that, in the judgment of at least two-thirds of the members of the Holdings Board, Cause for terminating his employment on the basis set forth in the original Cause Notice exists, Executive’s employment shall thereupon be terminated for Cause, subject to de novo review, at the Executive’s election, through arbitration in accordance with Section 8. For purposes of this Agreement, a termination of employment by either of the Companies “without Cause” shall mean any termination of Executive’s employment by the Companies other than (x) for “Cause” as described in this Section 4.2 or (y) for “Incapacity” as described in Section 4.4.

4.3. Termination without Cause or Termination by Executive with Good Reason. In the event that either of the Companies terminates Executive’s employment under this Agreement without Cause or Executive terminates his employment under this Agreement with Good Reason, 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 receive any other benefits then or thereafter due under the then-applicable terms of any applicable Company Arrangement. In addition, Executive shall be entitled to receive the severance payments and benefits set forth below in Sections 4.3.1 through 4.3.3; provided, however, that such severance and benefits are conditioned on Executive’s execution and non-revocation of a Mutual Release and Waiver of Claims, substantially in the form attached hereto as Exhibit C (the “Release”), no later than 45 days after the Termination Date:

4.3.1. Severance. The Company shall pay to Executive a cash lump-sum equal to two (2) times the sum of (a) his Base Salary and (b) his Target Bonus. Such payment shall be subject to authorized deductions and required tax withholdings, and shall be paid within fifteen days after the “Release Effective Date” (as defined in Section 3 of the Release).

4.3.2. Vesting of Stock Option. The Time-Vesting Shares (as defined in the Stock Option Agreement) and the Price-Performance Shares (as defined in the Stock Option Agreement) shall become fully vested and non-forfeitable, and the Stock Option Agreement shall

remain exercisable in full for the remainder of its term, as if Executive's employment had continued indefinitely.

4.3.3. Group Medical Coverage . Following the Executive's timely election, he and his eligible dependents shall be provided continued coverage for eighteen (18) months under the Companies' group health insurance plans in effect on the Termination Date in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), at no cost to Executive.

4.3.4. Good Reason . For the purposes of this Agreement and any other Company Arrangement that does not define "good reason," "constructive termination" or a similar concept, a termination of employment shall be with "Good Reason" and shall be treated no less favorably, under any Company Arrangement, than a termination without Cause if, without Executive's prior written consent, (i) there is a material diminution of Executive's responsibilities with the Companies, or a material adverse change in Executive's reporting responsibilities or titles; (ii) there is a material reduction in Executive's Base Salary or Target Bonus; (iii) Executive's principal work location is relocated outside of the Las Vegas, Nevada metropolitan area; or (iv) either of the Companies, or any of their affiliates, materially breaches a material obligation to Executive. Executive agrees that he may be required to travel from time to time as required by the Companies' business and that such travel shall not constitute grounds for Executive to terminate his employment with Good Reason.

4.3.5. Good Reason Procedures . No termination of employment by Executive shall constitute a termination with Good Reason unless Executive first provides written notice to the Companies of the existence of one or more of the conditions described in clauses (i) through (iv) of Section 4.3.4 within 180 days after Executive first learns of the initial existence of such condition or conditions (the "Good Reason Notice"), and such conditions are not fully cured within 30 days following delivery of such Good Reason Notice (the "Cure Period"). Executive must terminate employment, if at all, within 90 days following the expiration of the Cure Period in order for such termination to constitute a termination with Good Reason; if Executive does not terminate employment during such period, Executive shall be deemed to have consented to the existence of the condition or conditions set forth in the Good Reason Notice and Executive may not thereafter terminate his employment for Good Reason arising from any such condition or conditions set forth in such Good Reason Notice.

4.4. 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 pursuant to this Section 4.4. 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 the benefits described in Section 4.3.3, and any other benefits then or thereafter due in accordance with the then-applicable terms of any applicable Company Arrangement. In addition, the Time-Vesting Shares shall become fully vested and non-forfeitable, and the Stock Option Agreement shall remain exercisable with respect to the Time-Vesting Shares for the remainder of its term, as if Executive's employment had continued indefinitely. In addition, the Company shall also pay to Executive, subject to authorized deductions and required tax withholdings, a cash lump-sum equal to the product

obtained by multiplying (A) an annual bonus for the calendar year of Executive's termination, determined substantially on the degree to which performance metrics for such calendar year are achieved (without any exercise of negative discretion with respect to Executive) and as if Executive had remained employed until the date annual bonuses are paid, times (B) a fraction whose numerator equals the number of days in such calendar year through the Termination Date and whose denominator is 365, such payment to be made at the time annual bonuses are paid to other senior executives, but in no event later than March 15 of the following calendar year (the "Pro-Rata Bonus"). 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 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.

4.5. 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, a Pro-Rata Bonus, and the benefits described in Section 4.3.3, 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). In addition, the Time-Vesting Shares shall become fully vested and non-forfeitable, and the Stock Option Agreement shall remain exercisable with respect to the Time-Vesting Shares for the remainder of its term, as if Executive's employment had continued indefinitely.

4.6. 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.

4.7. 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) 2,080.

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 or manager then held with the Companies or any of their respective subsidiaries.

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, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 16, 17 and 18, 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:	Global Cash Access, Inc. Attn: Chairman of the Board of Directors 7250 S. Tenaya Way, Suite 100 Las Vegas, NV 89113
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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

Morrison Cohen LLP
909 Third Avenue
New York, NY 10022
Attn: Robert M. Sedgwick, Esq.

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.

GLOBAL CASH ACCESS HOLDINGS, INC.

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

GLOBAL CASH ACCESS, INC.

EXECUTIVE

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

/s/ Ram Chary
Ram Chary

EXHIBIT A

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment by 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; (ii) after termination of my employment, as specifically authorized in writing by a duly authorized officer of the Company, or (iii) as described below. 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.

(e) Exceptions. Notwithstanding any other provision in this Agreement or elsewhere, I am permitted to disclose Proprietary Information, and any other confidential or proprietary information, (i) to the extent necessary to comply with any law, subpoena, governmental order or request or direction from a regulatory or self-regulatory organization with apparent jurisdiction, (ii) in any arbitration or proceeding to defend or enforce my rights, (iii) in confidence to an attorney or financial advisor for the purpose of obtaining professional advice, or (iv) in confidence to a prospective employer, to the extent necessary to apprise the prospective employer of my post-employment restrictions.

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 make available 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, shall be promptly disclosed to the Company upon request (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 execute all documents and do all other things (including testifying, at the Company's expense) necessary or proper to reasonably assist 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.

(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. Upon request, I agree to disclose promptly to the Company all “Invention Ideas” and relevant records as defined in paragraph 2(a), above, that are in my possession.

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.

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 reasonably 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 B 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 any of its rights under this Agreement to another person or entity that is a successor to all or substantially all of the business and assets of the Company.

(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 and my employment 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 permissible 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.

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: January 27, 2014

/s/ Ram Chary

Ram Chary

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: none

Date: January 27, 2014

/s/ Ram Chary

Ram Chary

SCHEDULE B

**TERMINATION CERTIFICATE CONCERNING
GLOBAL CASH ACCESS, INC.
PROPRIETARY INFORMATION AND INVENTIONS**

This is to certify that I have returned all property of Global Cash Access, Inc., a Delaware corporation (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, that were in my possession, and that I did not make or distribute any copies of the foregoing, except as permitted under my employment agreement or the Employee Proprietary Information and Invention Agreement.

I further certify that I have reviewed the Employee Proprietary Information and Inventions Agreement (the “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 rights or responsibilities or the Company’s rights under the Agreement.

Date: _____
_____ Ram Chary

EXHIBIT B
STOCK OPTION AGREEMENT

EXHIBIT C

RELEASE AND WAIVER OF CLAIMS

This Release and Waiver of Claims (“Agreement”) is being made and entered into by and between Global Cash Access Holdings, Inc. and Global Cash Access, Inc. (together with their successors and assigns, the “Companies”) and Ram Chary (the “Executive” and, together with the Companies, the “Parties”), in connection with the Employment Agreement between the Parties effective January 27, 2014, as from time to time amended in accordance with its terms (the “Employment Agreement”).

1. Release

1.1 Executive, on behalf of himself and his heirs, assigns, agents and representatives (collectively, “Executive Released Parties”) unconditionally, irrevocably and absolutely releases and discharges the Companies, and any parent and subsidiary corporations, divisions and affiliated corporations, partnerships or other affiliated entities of the Companies, past and present, as well as the Companies’ employees, officers, directors, shareholders, agents, successors and assigns (collectively, “Company Released Parties”), from: all losses, liabilities claims, charges, demands, causes of action, obligations, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, known or unknown, suspected or unsuspected, between them to date that arise out of, or relate in any way to, the Employment Agreement, Executive’s employment with either of the Companies, or the termination of Executive’s employment with either of the Companies. This release is intended to have the broadest possible application to any claim released in preceding sentence and includes, but is not limited to, tort, contract, common law, constitutional or other statutory claims, including, but not limited to, alleged violations of the California Labor Code or the federal Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), any claims for reprisal or retaliation under federal or state law, and any claims for attorneys’ fees, costs and expenses, in each case to the extent set forth in the preceding sentence. Notwithstanding anything herein or elsewhere to the contrary, this release shall not apply to any entitlement that Executive may have to enjoy the benefits described in Section 4.3 of the Employment Agreement.

1.2 To the extent that Executive’s release in Section 1.1 is not enforceable against any other Executive Released Party, Executive shall indemnify and hold the Company Released Parties harmless from any liability, costs or obligations with respect to claims by such Executive Released Party that are released by Executive (including, without limitation, any attorney fees or other charges incurred in defending such claims).

1.3 The Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they know or believe to be true with respect to the claims released in this Agreement and agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

1.4 The Parties declare and represent that they intend this Agreement to be complete and not be subject to any claim of mistake, and that the releases herein express final, full and complete releases to the extent set forth in Section 1.1, and regardless of the adequacy or inadequacy of the consideration, the Parties intend the releases in Section 1.1 to be final and complete. The Parties execute this Agreement with the full knowledge that the releases cover (to the extent set forth in Section 1.1) all possible claims to date, to the fullest extent permitted by law, except as otherwise provided in this Agreement.

1.5 To the extent set forth in Section 1.1, the Executive Released Parties expressly waive any right to recovery of any type, including damages or reinstatement, in any administrative or court action, whether state or federal, and whether brought by an Executive Released Party, or on an Executive Released Party's behalf, related in any way to the matters released herein.

1.6 The releases and other provisions contained in this section 1 (the "Release") and the terms of section 2 below shall become effective immediately upon execution of this Agreement by Executive; provided, however, that notwithstanding anything in this Agreement or elsewhere to the contrary, to the extent the Release and the terms of section 2 relate to age discrimination under the ADEA, they shall not be effective until the Release Effective Date, as described in Section 3 below.

2. California Civil Code Section 1542 Waiver. The Executive Released Parties expressly acknowledge and agree that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

3. To the extent provided in Section 1.6 above, this Agreement shall not become effective or enforceable until the eighth day after Executive signs this Agreement, provided his acceptance has not been revoked by such day. In other words, Executive may revoke his acceptance of all provisions of this Agreement, except for those rights and obligations that become effective upon execution of this Agreement as provided in Section 1.6 above, within seven (7) days after the date he signs it. Executive's revocation must be in writing and delivered to the Company by 5:00 p.m. P.S.T. on the seventh day in order to be effective. If Executive does not revoke acceptance within the seven (7) day period, Executive's acceptance of this entire Agreement shall become binding and enforceable on the eighth day (the "Release Effective Date"). The severance payments and benefits described in the Employment Agreement shall become due and payable on the Release Effective Date.

Date: January 27, 2014

/s/ Ram Chary
Ram Chary

GLOBAL CASH ACCESS HOLDINGS, INC. 2005 STOCK INCENTIVE PLAN
NOTICE NON-QUALIFIED STOCK OPTION AWARD

You (the “Grantee”) have been granted an option to purchase shares of Common Stock, subject to the terms and conditions of this Notice of Stock Option Award (the “Notice”), the Global Cash Access Holdings, Inc. 2005 Stock Incentive Plan, as amended from time to time (the “Plan”), the Stock Option Award Agreement (the “Option Agreement”) attached hereto, and your Employment Agreement dated January 27, 2014 (the “Employment Agreement”), as follows. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Notice.

Date of Award	January 27, 2014
Vesting Commencement Date	The Date of Award
Exercise Price per Share	\$
Total Number of Shares Subject to the Option (the “Shares”)	2,000,000
Total Exercise Price	\$
Type of Option:	Non-Qualified Stock Option
Expiration Date:	The tenth anniversary of the Date of Award
Post-Termination Exercise Period:	Through the Expiration Date

Vesting Schedule :

Subject to the limitations set forth in this Notice, the Plan, the Option Agreement and the Employment Agreement, the Option may be exercised, in whole or in part, in accordance with the following schedule:

With respect to 1,000,000 of the Shares subject to the Option (the “Time-Vesting Shares”), 25% of such Time-Vesting Shares shall vest on the first anniversary of the Vesting Commencement Date, and 1/48th of such Time-Vesting Shares shall vest on each monthly anniversary of the Vesting Commencement Date thereafter, so that the Time-Vesting Shares will be fully vested no later than the fourth anniversary of the Vesting Commencement Date (assuming continuous employment under the Employment Agreement).

With respect to the remaining 1,000,000 of the Shares subject to the Option (the “Price-Performance Shares”), (a) 333,333 of such Price-Performance Shares shall vest upon the conclusion of any period of thirty (30) consecutive Trading Days prior to the fourth anniversary of the Vesting Commencement Date upon which the average of the closing prices of the Company’s common stock on the New York Stock Exchange is at least twelve dollars (\$12.00) per share (the “First Target Price”), (b) 333,333 of such Price-Performance Shares shall vest upon the conclusion of any period of thirty (30) consecutive Trading Days prior to the fourth anniversary of the Vesting Commencement Date upon which the average of the closing prices of the Company’s common stock on the New York Stock Exchange is at least fourteen dollars

(\$14.00) per share (the “Second Target Price”), and (c) 333,334 of such Price-Performance Shares shall vest upon the conclusion of any period of thirty (30) consecutive Trading Days prior to the fourth anniversary of the Vesting Commencement Date upon which the average of the closing prices of the Company’s common stock on the New York Stock Exchange is at least sixteen dollars (\$16.00) per share (the “Third Target Price,” and together with the First Target Price and the Second Target Price, the “Target Prices”). To the extent that any of the Price-Performance Shares have not vested on or prior to the fourth anniversary of the Vesting Commencement Date, the portion of the Option representing the right to purchase such unvested Price-Performance Shares shall terminate. “Trading Day” shall mean any day upon which the Company’s common stock is traded on the New York Stock Exchange.

In the event of any merger, consolidation, reorganization, spin-off, split-up, combination, modification of securities, exchange of securities, liquidation, dissolution, share split, share dividend, or any other distribution in respect of Common Stock (including, without limitation, cash dividends), or if any other change in corporate structure or capitalization affecting the rights or value of Common Stock occurs, appropriate adjustments shall (notwithstanding anything in the Plan or Option Agreement to the contrary) promptly be made to the Target Prices, and (except in the case of ordinary recurring cash dividends, if any) the number and/or kind of securities subject to the Option and/or its exercise price, and/or in the other terms and conditions of the Option, so as to avoid dilution or enlargement of the rights of the Grantee and the value represented by the Option.

In the event of termination of the Grantee’s employment under the Employment Agreement (“Continuous Service”) for Cause (as defined in, and determined under, the Employment Agreement), the Grantee’s right to exercise the Option shall terminate on the Termination Date (as defined in the Employment Agreement), except as otherwise determined by the Administrator.

In the event that the Grantee’s Continuous Service is terminated by the Company without Cause (as defined in, and determined under, the Employment Agreement), or by the Grantee with Good Reason (as defined in and determined under, the Employment Agreement), all Shares subject to the Option award that have not previously vested shall become vested and exercisable upon such termination.

In the event of a Corporate Transaction (as defined in the Plan) or a Change in Control (as defined below), all of the Shares subject to the Option shall become vested and exercisable immediately prior to the consummation of such Corporate Transaction or Change in Control, provided that the Grantee’s Continuous Service has not terminated prior to the consummation of such Corporate Transaction or Change in Control. For purposes of this Notice and the Option Agreement, a “Change in Control” means the occurrence of any of the following events:

- (i) the direct or indirect acquisition by any person or related group of persons of beneficial ownership (within the meaning of Rule 13d-3 of the Exchange Act) of securities possessing more than fifty percent (50%) of the total combined voting power of the Company’s outstanding securities;

(ii) a merger, consolidation, disposition of all or substantially all of the assets of the Company or similar transaction, unless the stockholders of the Company immediately prior to such merger, consolidation or other transaction beneficially own at least fifty percent (50%) of the total combined voting power of the entity or entities that succeed to the business of the Company (or the Company if it is the surviving entity in a merger or consolidation); or

(iii) a change in the composition of the Board (as defined in the Plan) over a period of thirty-six (36) months or less such that a majority of the Board members (rounded up to the next whole number) ceases, by reason of one or more contested elections for Board membership, to be comprised of individuals who are Continuing Directors (as Defined in the Plan).

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the Option is to be governed by the terms and conditions of this Notice, the Plan, and the Option Agreement, in each case to the extent consistent with the terms of the Employment Agreement. In the event of any inconsistencies between the Plan and either the Notice or the Option Agreement, the terms of the Notice and Option Agreement shall control.

Global Cash Access Holdings, Inc.
a Delaware corporation

By: /s/ Miles Kilburn

Title: Chairman of the Board of Directors

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SHARES SUBJECT TO THE OPTION SHALL VEST, IF AT ALL, ONLY AS PROVIDED IN THIS NOTICE AND THE OPTION AND EMPLOYMENT AGREEMENTS. THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS NOTICE, THE OPTION AGREEMENT, OR THE PLAN SHALL CONFER UPON THE GRANTEE ANY RIGHT WITH RESPECT TO FUTURE AWARDS OR CONTINUATION OF THE GRANTEE'S CONTINUOUS SERVICE, NOR SHALL IT INTERFERE IN ANY WAY WITH THE GRANTEE'S RIGHT OR THE RIGHT OF THE COMPANY OR RELATED ENTITY TO WHICH THE GRANTEE PROVIDES SERVICES TO TERMINATE THE GRANTEE'S CONTINUOUS SERVICE, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE. THE GRANTEE ACKNOWLEDGES THAT UNLESS THE GRANTEE HAS A WRITTEN EMPLOYMENT AGREEMENT WITH THE COMPANY TO THE CONTRARY, THE GRANTEE'S STATUS IS AT WILL.

The Grantee acknowledges receipt of a copy of the Plan and the Option Agreement, and represents that he or she is familiar with the terms and provisions thereof, and of the Employment Agreement, and hereby accepts the Option subject to all of the applicable terms and provisions hereof and thereof. The Grantee has reviewed this Notice, the Plan, and the Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan and the Option

**GLOBAL CASH ACCESS HOLDINGS, INC. 2005 STOCK INCENTIVE PLAN
STOCK OPTION AWARD AGREEMENT**

1. Grant of Option. Global Cash Access Holdings, Inc., a Delaware corporation (together with its successors and assigns, the “Company”), hereby grants to the Grantee (the “Grantee”) named in the Notice of Stock Option Award (the “Notice”), an option (the “Option”) to purchase the Total Number of Shares of Common Stock subject to the Option (the “Shares”) set forth in the Notice, at the Exercise Price per Share set forth in the Notice (the “Exercise Price”) subject to the terms and provisions of the Notice, this Stock Option Award Agreement (the “Option Agreement”), the Grantee’s Employment Agreement dated January 27, 2014 (the “Employment Agreement”), and the Company’s 2005 Stock Incentive Plan, as amended from time to time (the “Plan”), which are incorporated herein by reference. Capitalized terms not defined in the Option Agreement or the Notice shall have the meanings defined in the Plan.

2. Exercise of Option.

(a) Right to Exercise. The Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice and with the applicable provisions of the Plan and this Option Agreement. The Option shall be subject to the provisions of Section 11 of the Plan and the Notice relating to the exercisability or termination of the Option in the event of a Corporate Transaction or Change in Control. The Grantee shall be subject to reasonable limitations on the number of requested exercises during any monthly or weekly period as determined by the Administrator. In no event shall the Company issue fractional Shares.

(b) Method of Exercise. The Option shall be exercisable by delivery of an exercise notice (a form of which is attached as Exhibit A) or by such other procedure as specified from time to time by the Administrator which shall state the election to exercise the Option, the whole number of Shares in respect of which the Option is being exercised, and such other provisions as may reasonably be required by the Administrator. The exercise notice shall be delivered in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator, to the Company accompanied by payment of the Exercise Price. The Option shall be deemed to be exercised upon receipt by the Company of such notice accompanied by the Exercise Price, which, to the extent selected, shall be deemed to be satisfied by use of the broker-dealer sale and remittance procedure to pay the Exercise Price and withholding taxes provided in Section 3(d), or the “net exercise” procedure provided in Section 3(e) below.

(c) Taxes. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the Option until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, such other tax obligations of the Grantee incident to the receipt of Shares. Upon exercise of the Option, the Company or the Grantee’s employer may offset or withhold (from any amount owed by the Company or the Grantee’s

employer to the Grantee) or collect from the Grantee or other person an amount sufficient to satisfy such tax withholding obligations.

(d) Delivery of Option Shares. The Company shall, upon payment in accordance with Section 2(a) above of the aggregate purchase price for the number of Shares purchased, make prompt delivery of such Shares to the Grantee and pay all original issue and transfer taxes and all other fees and expenses incident to such delivery. All Shares delivered upon any exercise of this Option shall, when delivered, (i) be duly authorized, validly issued, fully paid and nonassessable, (ii) be registered for sale, and for resale, under U.S. state and federal securities laws to the extent that other shares of the same class are then so registered or qualified and (iii) be listed, or otherwise qualified, for trading on any securities exchange or securities market on which shares of the same class are then listed or qualified. To the extent that Shares are not promptly delivered to the Grantee when due, the Company shall promptly make the Grantee whole for any resulting expense or loss of benefit. The Company shall deliver cash in lieu of any fractional Share.

3. Method of Payment. Payment of the Exercise Price and applicable income and employment tax withholdings shall be made by any of the following, or a combination thereof, or in any other fashion permitted by the Administrator, at the election of the Grantee; provided, however, that such exercise method does not then violate any Applicable Law, provided further, that in all events the portion of the Exercise Price equal to the par value of the Shares must be paid in cash or other legal consideration permitted by the Delaware General Corporation Law:

(a) cash;

(b) check;

(c) surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Administrator may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate Exercise Price of the Shares as to which the Option is being exercised and any required income and employment tax withholdings;

(d) payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (i) shall provide written instructions to a Company-designated brokerage firm to effect the immediate sale of some or all of the purchased Shares; (ii) remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and any required income and employment tax withholdings; and (iii) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction; or

(e) in the event that the exercise procedure described in Section 3(d) is for any reason not available, by having the Company withhold a number of Shares deliverable under this Option which have a Fair Market Value on the date of exercise equal to the aggregate Exercise Price of the Shares as to which the Option is being exercised and any required income and employment tax withholdings.

4. Termination or Change of Continuous Service. In the event the Grantee's Continuous Service terminates, other than for Cause (as determined under the Employment Agreement), the Grantee may, but only during the Post-Termination Exercise Period, exercise the portion of the Option that was vested at the date of such termination (the "Termination Date"). The Post-Termination Exercise Period shall commence on the Termination Date. In the event of termination of the Grantee's Continuous Service for Cause (as determined under the Employment Agreement), the Grantee's right to exercise the Option shall, except as otherwise determined by the Administrator, terminate concurrently with the termination of the Grantee's Continuous Service (also the "Termination Date"). In no event, however, shall the Option be exercised later than the Expiration Date set forth in the Notice. In the event of the Grantee's change in status from Employee, Director or Consultant to any other status of Employee, Director or Consultant, the Option shall remain in effect and the Option shall continue to vest in accordance with the Vesting Schedule set forth in the Notice. Except as otherwise provided in this Section 5 or in Section 6 or 7 below, to the extent that the Option was unvested on the Termination Date, or if the Grantee does not exercise the vested portion of the Option within the time specified herein, the Option shall terminate.

5. Disability of Grantee. In the event the Grantee's Continuous Service terminates as a result of his or her Incapacity (as defined in, and determined under, the Employment Agreement), the unvested portion of the Time-Vesting Shares shall become fully vested on the Termination Date and shall remain exercisable until the Expiration Date. To the extent that the Grantee does not exercise the vested portion of the Option within the time specified herein, the Option shall terminate.

6. Death of Grantee. In the event of the termination of the Grantee's Continuous Service as a result of his or her death, the unvested portion of the Time-Vesting Shares shall become fully vested and shall remain exercisable until the Expiration Date. In the event of the Grantee's death during the Post-Termination Exercise Period, the person who acquired the right to exercise the Option pursuant to Section 7 may exercise the Option until the Expiration Date. To the extent that the vested portion of the Option is not exercised within the time specified herein, the Option shall terminate.

7. Transferability of Option. The Option may not be transferred in any manner other than by will or by the laws of descent and distribution, provided, however, that the Option may be transferred during the lifetime of the Grantee to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Option in the event of the Grantee's death on a beneficiary designation form provided by the Administrator. Following the death of the Grantee, the Option, to the extent provided in Section 6, may be exercised (a) by the person or persons designated under the deceased Grantee's beneficiary designation or (b) in the absence of an effectively designated beneficiary, by the Grantee's legal representative or by any person empowered to do so under the deceased Grantee's will or under the then applicable laws of descent and distribution. The terms of the Option shall be binding upon the executors, administrators, heirs, successors and transferees of the Grantee.

8. Term of Option. The Option must be exercised no later than the Expiration Date set forth in the Notice or such earlier date as otherwise provided herein. After the Expiration Date or such earlier date, the Option shall be of no further force or effect and may not be exercised.

9. [Intentionally Omitted].

10. [Intentionally Omitted].

11. Stop-Transfer Notices. In order to ensure compliance with the restrictions on transfer set forth in this Option Agreement, the Notice or the Plan, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

12. Refusal to Transfer. The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Option Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

13. Tax Consequences. Set forth below is a brief summary as of the date of this Option Agreement of some of the federal tax consequences of exercise of the Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE GRANTEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THE OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Non-Qualified Stock Option. On exercise of a Non-Qualified Stock Option, the Grantee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price. If the Grantee is an Employee or a former Employee, the Company will be required to withhold from the Grantee’s compensation or collect from the Grantee and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise, and may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

(b) Disposition of Shares. In the case of a Non-Qualified Stock Option, if Shares are held for more than one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes.

14. Lock-Up Agreement.

(a) Agreement. The Grantee, if requested by the Company and the lead underwriter of any public offering of the Common Stock (the “Lead Underwriter”), hereby irrevocably agrees not to sell, contract to sell, grant any option to purchase, transfer the economic risk of ownership in, make any short sale of, pledge or otherwise transfer or dispose of any interest in any Common Stock or any securities convertible into or exchangeable or exercisable

for or any other rights to purchase or acquire Common Stock (except Common Stock included in such public offering or acquired on the public market after such offering) during a period of up to 200 days following the effective date of a registration statement of the Company filed under the Securities Act of 1933, as amended, or such shorter or longer period of time as the Lead Underwriter shall specify, provided, however, that such limitations shall not prevent the Grantee from exercising the Option in accordance with Section 2 prior to the Expiration Date. The Grantee further agrees to sign such documents as may be requested by the Lead Underwriter to effect the foregoing and agrees that the Company may impose stop-transfer instructions with respect to such Common Stock subject to the lock-up period until the end of such period. The Company and the Grantee acknowledge that each Lead Underwriter of a public offering of the Company's stock, during the period of such offering and for the lock-up period thereafter, is an intended beneficiary of this Section 14.

(b) No Amendment Without Consent of Underwriter. During the period from identification of a Lead Underwriter in connection with any public offering of the Company's Common Stock until the earlier of (i) the expiration of the lock-up period specified in Section 15(a) in connection with such offering or (ii) the abandonment of such offering by the Company and the Lead Underwriter, the provisions of this Section 14 may not be amended or waived except with the consent of the Lead Underwriter.

15. Entire Agreement: Governing Law. The Notice, the Plan, this Option Agreement and any applicable employment agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan and this Option Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan and this Option Agreement are to be construed in accordance with and governed by the internal laws of the State of Nevada without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nevada to the rights and duties of the parties. Should any provision of the Notice, the Plan or this Option Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

16. Construction. The captions used in the Notice and this Option Agreement are inserted for convenience and shall not be deemed a part of the Option for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

17. Disputes. Any dispute arising out of or relating to the Notice, the Plan or this Option Agreement shall be determined in accordance with the dispute resolution provisions contained in the Employment Agreement.

18. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given when given of as provided in the Employment Agreement.

END OF AGREEMENT

EXHIBIT A

**GLOBAL CASH ACCESS HOLDINGS, INC. 2005 STOCK INCENTIVE PLAN
EXERCISE NOTICE**

Attention: Secretary

1. Effective as of today, _____, the undersigned (the "Grantee") hereby elects to exercise the Grantee's option to purchase _____ shares of the Common Stock (the "Shares") of Global Cash Access Holdings, Inc. (the "Company") under and pursuant to the applicable terms of the Company's 2005 Stock Incentive Plan, as amended from time to time in accordance with its terms (the "Plan"), the Non-Qualified Stock Option Award Agreement (the "Option Agreement"), the Notice of Stock Option Award (the "Notice") dated January 27, 2014 and the Grantee's Employment Agreement, dated January 27, 2014, as from time to time amended in accordance with its terms (the "Employment Agreement"). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Exercise Notice.

2. Representations of the Grantee. The Grantee acknowledges that the Grantee has received, read and understood the Notice, the Plan and the Option Agreement and agrees to abide by and be bound by their applicable terms and conditions.

3. Rights as Stockholder. Until the stock certificate evidencing such Shares is due to be issued by reason of this exercise, no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, except as otherwise provided in the Option Agreement. The Company shall issue (or cause to be issued) such stock certificate as of the date that the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the effective date that the stock certificate is due to be issued, except as provided in Section 10 of the Plan.

The Grantee shall enjoy rights as a stockholder until such time as the Grantee disposes of the Shares or the Company.

4. Delivery of Payment. The Grantee herewith delivers to the Company the full Exercise Price for the Shares, which, to the extent selected, shall be deemed to be satisfied by use of any of the procedures set forth in Section 3 of the Option Agreement.

5. Tax Consultation. The Grantee understands that the Grantee may suffer adverse tax consequences as a result of the Grantee's purchase or disposition of the Shares. The Grantee represents that the Grantee has consulted with any tax consultants the Grantee deems advisable in connection with the purchase or disposition of the Shares and that the Grantee is not relying on the Company for any tax advice.

6. Taxes. The Grantee agrees to satisfy all applicable federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full

amount of such obligations or has made arrangements acceptable to the Company (which shall include any arrangements provided for in the Option Agreement) to satisfy such obligations.

7. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice shall be binding upon the Grantee and his or her heirs, executors, administrators, successors and assigns.

8. Construction. The captions used in this Exercise Notice are inserted for convenience and shall not be deemed a part of this agreement for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

9. Governing Law; Severability. This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of Nevada without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Nevada to the rights and duties of the parties. Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

10. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively when given in accordance with the notice provisions in the Employment Agreement.

11. Further Instruments. Upon reasonable request, each party agrees to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

12. Entire Agreement. The Notice, the Plan, the Employment Agreement, and the Option Agreement are incorporated herein by reference and together with this Exercise Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee’s interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Option Agreement, the Employment Agreement and this Exercise Notice (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties.

Submitted by:

GRANTEE:

Ram Chary

Address:

Accepted by:

GLOBAL CASH ACCESS HOLDINGS, INC.

By: _____

Title: _____

Address:

EXECUTION VERSION

GLOBAL CASH ACCESS HOLDINGS, INC.
INDEMNIFICATION AGREEMENT

THIS AGREEMENT (this “Agreement”) is made as of January 27, 2014, by and between GLOBAL CASH ACCESS HOLDINGS, INC., a Delaware corporation (the “Company”, which term shall include, where appropriate, any Entity (as hereinafter defined) controlled directly or indirectly by the Company), and RAM CHARY (the “Indemnitee”).

WHEREAS, it is essential to the Company that it be able to retain and attract as directors and/or officers the most capable persons available;

WHEREAS, increased corporate litigation has subjected directors and officers to litigation risks and expenses, and the limitations on the availability of directors and officers liability insurance have made it increasingly difficult for companies to attract and retain such persons;

WHEREAS, the Company desires to provide Indemnitee with specific contractual assurance of Indemnitee’s rights to full indemnification against litigation risks and expenses (regardless, among other things, of any amendment to the Company’s certificate of incorporation or revocation of any provision of the Company’s by-laws or any change in the ownership of the Company or the composition of its Board of Directors); and

WHEREAS, Indemnitee is relying upon the rights afforded under this Agreement in accepting Indemnitee’s position as a director and/or officer of the Company.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. Definitions.

(a) “Corporate Status” describes the status of a person who is serving or has served (i) as a director of the Company, including as a member of any committee thereof, (ii) as an officer of the Company, (iii) in any capacity with respect to any employee benefit plan of the Company, or (iv) as a director, partner, trustee, officer, employee, or agent of any other Entity at the request of the Company. For purposes of subsection (iv) of this Section 1(a), an officer or director of the Company who is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary (as defined below) shall be deemed to be serving at the request of the Company.

(b) “Entity” shall mean any corporation, partnership, limited liability company, joint venture, trust, foundation, association, organization or other legal entity.

(c) “Expenses” shall mean all fees, costs and expenses incurred in connection with any Proceeding (as defined below), including, without limitation, reasonable attorneys’ fees, disbursements and retainers (including, without limitation, any such fees, disbursements and retainers incurred by Indemnitee pursuant to Sections 8 and 10(c) of this Agreement), fees and disbursements of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), court costs, transcript costs, fees of experts, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, secretarial services and other disbursements and expenses.

- (d) “Indemnifiable Amounts” shall have the meaning ascribed to it in Section 3(a) below.
- (e) “Indemnifiable Expenses,” shall have the meaning ascribed to it in Section 3(a) below.
- (f) “Indemnifiable Liabilities” shall have the meaning ascribed to it in Section 3(a) below.
- (g) “Liabilities” shall mean judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement.

(h) “Proceeding” shall mean any threatened, pending or completed claim, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative, arbitral or investigative, whether formal or informal, including a proceeding initiated by Indemnitee pursuant to Section 10 of this Agreement to enforce Indemnitee’s rights hereunder.

(i) “Subsidiary” shall mean any corporation, partnership, limited liability company, joint venture, trust or other Entity of which the Company owns (either directly or through or together with another Subsidiary of the Company) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other Entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other Entity.

2. Services of Indemnitee. In consideration of the Company’s covenants and commitments hereunder, Indemnitee agrees to serve or continue to serve as a director and/or officer of the Company. However, this Agreement shall not impose any obligation on Indemnitee or the Company to continue Indemnitee’s service to the Company beyond any period otherwise required by law or by other agreements or commitments of the parties, if any.

3. Agreement to Indemnify. The Company agrees to indemnify Indemnitee as follows:

(a) Subject to the exceptions contained in Section 4(a) below, if Indemnitee was or is a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding (other than an action by or in the right of the Company) by reason of, or in connection with, Indemnitee’s Corporate Status, Indemnitee shall be indemnified by the Company against all Expenses and Liabilities incurred or paid by Indemnitee in connection with such Proceeding (referred to herein as “Indemnifiable Expenses” and “Indemnifiable Liabilities,” respectively, and collectively as “Indemnifiable Amounts”).

(b) Subject to the exceptions contained in Section 4(b) below, if Indemnitee was or is a party or is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of, or in connection with, Indemnitee’s Corporate Status, Indemnitee shall be indemnified by the Company against all Indemnifiable Expenses.

4. Exceptions to Indemnification. Indemnitee shall be entitled to indemnification under Sections 3(a) and 3(b) above in all circumstances other than the following:

(a) If indemnification is requested under Section 3(a) and it has been adjudicated finally by a court of competent jurisdiction that, in connection with the subject of the Proceeding out of which the claim for indemnification has arisen, Indemnatee failed to act (i) in good faith and (ii) in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, Indemnatee had reasonable cause to believe that Indemnatee's conduct was unlawful, Indemnatee shall not be entitled to payment of Indemnifiable Amounts hereunder.

(b) If indemnification is requested under Section 3(b) and

(i) it has been adjudicated finally by a court of competent jurisdiction that, in connection with the subject of the Proceeding out of which the claim for indemnification has arisen, Indemnatee failed to act (A) in good faith and (B) in a manner Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, Indemnatee shall not be entitled to payment of Indemnifiable Expenses hereunder; or

(ii) it has been adjudicated finally by a court of competent jurisdiction that Indemnatee is liable to the Company with respect to any claim, issue or matter involved in the Proceeding out of which the claim for indemnification has arisen, including, without limitation, a claim that Indemnatee received an improper personal benefit,

no Indemnifiable Expenses shall be paid with respect to such claim, issue or matter unless the court of law or another court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, Indemnatee is fairly and reasonably entitled to indemnity for such Indemnifiable Expenses which such court shall deem proper.

5. Procedure for Payment of Indemnifiable Amounts. Indemnatee shall submit to the Company a written request specifying the Indemnifiable Amounts for which Indemnatee seeks payment under Section 3 of this Agreement and the basis for the claim. The Company shall pay such Indemnifiable Amounts to Indemnatee within ten (10) calendar days following receipt of the request.

6. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, and without limiting any such provision, to the extent that Indemnatee is, by reason of Indemnatee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnatee shall be indemnified against all Expenses reasonably incurred by Indemnatee or on Indemnatee's behalf in connection therewith. If Indemnatee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnatee against all Expenses reasonably incurred by Indemnatee or on Indemnatee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Agreement, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

7. Effect of Certain Resolutions. Neither the settlement nor termination of any Proceeding nor the failure of the Company to award indemnification or to determine that indemnification is payable shall create an adverse presumption that Indemnatee is not entitled to indemnification hereunder. In addition, the termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not create a presumption that Indemnatee did not act in good faith and in a manner which Indemnatee reasonably believed to be in or not opposed to the best interests of the

Company or, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's action was unlawful.

8. Agreement to Advance Expenses; Conditions. The Company shall pay to Indemnitee all Indemnifiable Expenses incurred by Indemnitee in connection with any Proceeding, including a Proceeding by or in the right of the Company, in advance of the final disposition of such Proceeding, as the same are incurred. To the extent required by Delaware corporate law, Indemnitee hereby undertakes to repay the amount of Indemnifiable Expenses paid to Indemnitee if it is finally determined by a court of competent jurisdiction that Indemnitee is not entitled under this Agreement to indemnification with respect to such Expenses. This undertaking is an unlimited and unsecured general obligation of Indemnitee and no interest shall be charged thereon.

9. Procedure for Advance Payment of Expenses. Indemnitee shall submit to the Company a written request specifying the Indemnifiable Expenses for which Indemnitee seeks an advancement under Section 8 of this Agreement, together with documentation evidencing that Indemnitee has incurred such Indemnifiable Expenses. Payment of Indemnifiable Expenses under Section 8 shall be made no later than ten (10) calendar days after the Company's receipt of such request.

10. Remedies of Indemnitee.

(a) Right to Petition Court. In the event that Indemnitee makes a request for payment of Indemnifiable Amounts under Sections 3 and 5 above or a request for an advancement of Indemnifiable Expenses under Sections 8 and 9 above and the Company fails to make such payment or advancement in a timely manner pursuant to the terms of this Agreement, Indemnitee may petition a court of law to enforce the Company's obligations under this Agreement.

(b) Burden of Proof. In any judicial proceeding brought under Section 10(a) above, the Company shall have the burden of proving that Indemnitee is not entitled to payment of Indemnifiable Amounts hereunder.

(c) Expenses. The Company agrees to reimburse Indemnitee in full for any Expenses incurred by Indemnitee in connection with investigating, preparing for, litigating, defending or settling any action brought by Indemnitee under Section 10 (a) above, or in connection with any claim or counterclaim brought by the Company in connection therewith.

(d) Validity of Agreement. The Company shall be precluded from asserting in any Proceeding, including, without limitation, an action under Section 10(a) above, that the provisions of this Agreement are not valid, binding and enforceable or that there is insufficient consideration for this Agreement and shall stipulate in court that the Company is bound by all the provisions of this Agreement.

(e) Failure to Act Not a Defense. The failure of the Company (including its Board of Directors or any committee thereof, independent legal counsel or stockholders) to make a determination concerning the permissibility of the payment of Indemnifiable Amounts or the advancement of Indemnifiable Expenses under this Agreement shall not be a defense in any action brought under Section 10(a) above, and shall not create a presumption that such payment or advancement is not permissible.

11. Representations and Warranties of the Company. The Company hereby represents and warrants to Indemnitee as follows:

(a) Authority. The Company has all necessary power and authority to enter into, and be bound by the terms of, this Agreement, and the execution, delivery and performance of the undertakings contemplated by this Agreement have been duly authorized by the Company.

(b) Enforceability. This Agreement, when executed and delivered by the Company in accordance with the provisions hereof, shall be a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally.

12. Insurance. The Company shall use its reasonable efforts to maintain requisite directors and officers indemnity insurance coverage in effect at all times (subject to appropriate cost considerations) and the Company's Certificate of Incorporation and Bylaws shall at all times provide for indemnification and exculpation of directors to the fullest extent permitted under applicable law. In all policies of director and officer liability insurance, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's officers and directors. The Company shall hereafter take all necessary or desirable actions to cause such insurers to pay, on behalf of the Indemnitee, all Indemnifiable Amounts in accordance with the terms of such policies; provided that nothing in this Section 12 shall affect the Company's obligations under this Agreement or the Company's obligations to comply with the provisions of this Agreement in a timely manner as provided.

13. Fees and Expenses. If Indemnitee serves as a non-employee director, then during the term of such service, the Company shall promptly reimburse the Indemnitee for all expenses incurred by him in connection with his service as a director or member of any board committee or otherwise in connection with the Company's business and shall pay or provide the Indemnitee with fees and other compensation, including stock options or awards, in amounts and value which are at least equal to those provided to any of the Company's other non-employee directors from time to time.

14. Contract Rights Not Exclusive. The rights to payment of Indemnifiable Amounts and advancement of Indemnifiable Expenses provided by this Agreement shall be in addition to, but not exclusive of, any other rights which Indemnitee may have at any time under applicable law, the Company's by-laws or certificate of incorporation, or any other agreement, vote of stockholders or directors (or a committee of directors), or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity as a result of Indemnitee's serving as a director and/or officer of the Company.

15. Successors. This Agreement shall be (a) binding upon all successors and assigns of the Company (including any transferee of all or a substantial portion of the business, stock and/or assets of the Company and any direct or indirect successor by merger or consolidation or otherwise by operation of law) and (b) binding on and shall inure to the benefit of the heirs, personal representatives, executors and administrators of Indemnitee. This Agreement shall continue for the benefit of Indemnitee and such heirs, personal representatives, executors and administrators after Indemnitee has ceased to have Corporate Status.

16. Subrogation. In the event of any payment of Indemnifiable Amounts under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of

contribution or recovery of Indemnitee against other persons, and Indemnitee shall take, at the request and expense of the Company, all reasonable action necessary to secure such subrogation rights, including the execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

17. Change in Law. To the extent that a change in Delaware law (whether by statute or judicial decision) shall permit broader indemnification or advancement of expenses than is provided under the terms of the certificate of incorporation and/or by-laws of the Company and this Agreement, Indemnitee shall be entitled to such broader indemnification and advancements, and this Agreement shall be deemed to be automatically amended to such extent.

18. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or any clause thereof, shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, such provision or clause shall be limited or modified in its application to the minimum extent necessary to make such provision or clause valid, legal and enforceable, and the remaining provisions and clauses of this Agreement shall remain fully enforceable and binding on the parties.

19. Indemnitee as Plaintiff. Except as provided in Section 10(c) of this Agreement and in the next sentence, Indemnitee shall not be entitled to payment of Indemnifiable Amounts or advancement of Indemnifiable Expenses with respect to any Proceeding brought by Indemnitee against the Company, any Entity which it controls, any director or officer thereof, or any third party, unless such Company has consented to the initiation of such Proceeding. This Section shall not apply to counterclaims or affirmative defenses asserted by Indemnitee in an action brought against Indemnitee.

20. Modifications and Waiver. Except as provided in Section 17 above with respect to changes in Delaware law which broaden the right of Indemnitee to be indemnified by the Company, no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver.

21. General Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) when transmitted by facsimile and receipt is acknowledged, or (c) if mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(i) If to Indemnitee, to :

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

(ii) If to the Company, to :

GLOBAL CASH ACCESS HOLDINGS, INC.
7250 S. Tenaya Way, Suite 100
Las Vegas, NV 89113
Attention: Chairman of the Board of Directors

or to such other address as may have been furnished in the same manner by any party to the others.

22. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware without giving effect to the provisions thereof relating to conflicts of law.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GLOBAL CASH ACCESS HOLDINGS, INC.

By: /s/ Miles Kilburn

Name: Miles Kilburn

Title: Chairman of the Board of Directors

INDEMNITEE

/s/ Ram Chary

RAM CHARY



**GCA Announces
Appointment of Ram Chary as Chief Executive Officer
Effective January 27, 2014**

LAS VEGAS, NV — January 27, 2014 — Global Cash Access Holdings, Inc. (the “Company”) (NYSE: GCA), a global provider of innovative cash access, cash handling solutions and business intelligence services for gaming establishments, today announced Ram Chary has been appointed as the Chief Executive Officer of the Company and as a Class III director to the Board of Directors of the Company. David Lopez resigned from his role as President and Chief Executive Officer of the Company and as a member of the Board of Directors of the Company, effective as of January 27, 2014, to pursue a new career opportunity.

From 2007 to 2013, Mr. Chary served in various roles at Fidelity National Information Services, Inc., most recently as an Executive Vice President of Global Commercial Services. Mr. Chary previously led the technology division of Fidelity National Information Services, Inc., a banking and payments technology company. Prior to joining Fidelity National Information Services Inc., Mr. Chary led the Professional Services organization of eFunds Corporation, a payments services company. Prior to eFunds, Mr. Chary worked at IBM Global Services in infrastructure outsourcing and technology consulting.

“Ram has a proven track record in growing retail payments and financial services businesses. The Board of Directors and I have the highest confidence in his leadership skills and capabilities and look forward to a bright future of growth and success for GCA.” said E. Miles Kilburn, Chairman of the Board.

2013 Outlook

The Company reaffirms its Adjusted EBITDA and Cash EPS estimates for the year ended December 31, 2013 as previously disclosed in its Current Report filed on Form 8-K on November 5, 2013 with the Securities and Exchange Commission.

Cautionary Note Regarding Forward-Looking Statements

This press release contains forward-looking statements within the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995. All statements included in this press release, other than statements that are purely historical, are forward-looking statements. Words such as “going forward,” “believes,” “intends,” “expects,” “forecasts,” “anticipate,” “plan,” “seek,” “estimate” and similar expressions also identify forward-looking statements. Forward-looking statements in this press release include, without limitation our belief that the upcoming succession of our Chief Executive Officer will be seamless.

These forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those projected or assumed. If any of these assumptions prove to be incorrect, the results contemplated by the forward-looking statements regarding our future results of operations are unlikely to be realized.

The forward-looking statements in this press release are subject to additional risks and uncertainties set forth under the heading “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our filings with the Securities and Exchange Commission, including, without limitation, our Annual Report filed on Form 10-K on March 12, 2013, and are based on information available to us on the date hereof. We do not intend, and assume no obligation, to update any forward-looking statements. Readers are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date of this press release.

About Global Cash Access Holdings, Inc.

Las Vegas-based Global Cash Access, Inc. ("GCA"), a wholly owned subsidiary of Global Cash Access Holdings, Inc., is a leading provider of cash access products and related services to approximately 1,000 casinos and other gaming properties in the United States, Europe, Canada, the Caribbean, Central America and Asia. GCA's products and services provide gaming patrons access to cash through a variety of methods, including ATM cash withdrawals, point-of-sale debit card transactions, credit card transactions, check verification and warranty services, and Western Union money transfers. GCA is a leading manufacturer and distributor of cash handling devices and related software. GCA also provides products and services that improve credit decision-making, automate cashier operations and enhance patron marketing activities for gaming establishments. With its proprietary database of gaming patron credit history and transaction data on millions of gaming patrons worldwide, GCA is recognized for successfully developing and deploying technological innovations that increase client profitability, operational efficiency and customer loyalty. GCA also provides online payment processing services for States that offer intra-state internet-based gaming and lottery activities. More information is available at GCA's website at <http://www.gcainc.com>.

CONTACT: Investor Relations
702-855-3006
ir@gcmail.com

SOURCE: Global Cash Access Holdings, Inc.
