
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

Form 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **June 30, 2024**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number **001-38442**

IBEX LIMITED

(Exact name of Registrant as specified in its charter)

Bermuda

(State or Other Jurisdiction of Incorporation or Organization)

00-0000000

(I.R.S. Employer Identification No.)

**1717 Pennsylvania Avenue NW, Suite 825,
Washington, DC**

(Address of Principal Executive Offices)

20006

(Zip Code)

(202) 580-6200

(Registrant's Telephone Number, Including Area Code)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class
Common shares, par value of \$0.0001

Trading Symbol(s)
IBEX

Name of Each Exchange on Which Registered
Nasdaq Global Market

Securities Registered Pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes

No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes

No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes

No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes

No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company” and “emerging growth company” in Rule 12b-2 of the Exchange Act:

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Indicate by check mark whether the registrant has filed a report on and attestation to its management’s assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by an of the registrant’s executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of December 29, 2023, the last business day of the registrant’s most recently completed second fiscal quarter, there were 17,681,035 common shares outstanding. The aggregate market value of the registrant’s voting and non-voting common equity that was held by non-affiliates on such date was approximately \$193,757,239 based on the closing sale price of the registrant’s common shares on such date as reported on the Nasdaq Global Market.

The registrant had 16,803,198 common shares outstanding as of August 30, 2024.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of our definitive proxy statement relating to our next Annual Meeting of Stockholders are incorporated herein by references in Part III of this Annual Report on Form 10-K to the extent stated herein.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K ("Form 10-K") contains forward-looking statements, within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Private Securities Litigation Reform Act of 1995, relating to our operations, expected financial position, and other business matters that are based on our current expectations, assumptions, and projections with respect to the future, and are not a guarantee of performance. Forward-looking statements provide management's current expectations of future events based on certain assumptions and include any statement that does not directly relate to any historical or current fact. Forward-looking statements may include words such as "anticipate," "believe," "budgeted," "contemplate," "estimate," "expect," "forecast," "guidance," "may," "outlook," "plan," "projection," "should," "target," "will," "would" and other words, the negative forms of such words and terms of similar meaning in connection with any discussion of the timing or nature of future operating or financial performance or other events. Such forward-looking statements involve known and unknown risks, uncertainties, assumptions, and other important factors that could cause our actual results, performance or achievements or industry results, to differ materially from historical results or any future results, performance or achievements expressed, suggested, or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to statements about:

- Our ability to attract new business and retain key clients;
- Our profitability based on our utilization, pricing and managing costs;
- The potential for our clients or potential clients to consolidate;
- Our clients deciding to enter into or further expand their insourcing activities and current trends toward outsourcing services may reverse;
- General economic uncertainty in global markets and unfavorable global economic conditions, including inflation, rising interest rates, recession, foreign exchange fluctuations and supply-chain issues;
- Our ability to manage our international operations, particularly in the Philippines, Jamaica, Pakistan and Nicaragua;
- Natural events, health epidemics, geopolitical conditions, including developing or ongoing conflicts, widespread civil unrest, terrorist attacks and other attacks of violence involving any of the countries in which we or our clients operate;
- Our ability to anticipate, develop and implement information technology solutions, including Artificial Intelligence ("AI"), that keep pace with evolving industry standards and changing client demands;
- Our ability to recruit, engage, motivate, manage and retain our global workforce;
- Our ability to comply with applicable laws and regulations, including those regarding privacy, data protection and information security, employment and anti-corruption;
- The effect of cyberattacks or cybersecurity vulnerabilities on our information technology systems;
- Our ability to realize the anticipated strategic and financial benefits of our relationship with Amazon; and
- The impact of tax matters, including new legislation and actions by taxing authorities.

We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. We caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations, or cautionary statements, are disclosed under "Risk Factors" in this Form 10-K. All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements as well as other cautionary statements that are made from time to time in our other filings with the United States Securities and Exchange Commission ("SEC") and public communications. You should evaluate all forward-looking statements made in this Form 10-K in the context of these risks and uncertainties.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this Form 10-K are made only as of the date hereof. We undertake no obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

RISK FACTORS SUMMARY

The following is a summary of the material risks and uncertainties that could adversely affect our business, financial condition, and results of operations (including revenue, profitability and cash flows). This summary is qualified in its entirety by reference to the more detailed descriptions of the risks and uncertainties included in Part I, Item 1A Risk Factors, and you should read this summary together with those more detailed descriptions.

Business Risks

- Our business is dependent on key clients;
- Our profitability largely depends on maintaining efficient asset utilization levels, pricing our solutions appropriately, and managing costs, particularly through our contracts with customers;
- We must comply with the quality standards required by our clients under our agreements;
- Our clients or potential clients may consolidate or enter into or further expand insourcing activities in the future;
- We may be unable to continue to anticipate our clients' needs by adapting to market and technology trends or to successfully convert visitors to our customer acquisition websites into purchasers or subscribers;
- We face risks related to future acquisitions of other companies in pursuit of growth;
- We must adequately protect our intellectual property and proprietary information;

Financial, Accounting and Economic Risks

- We may not be able to fund our working capital requirements and new investments;
- Our operating results may fluctuate from quarter to quarter due to various factors;
- We may be impacted by general economic uncertainty in global markets and unfavorable global economic conditions;
- Clients that represent a large portion of our accounts receivable balance may be unable or unwilling to pay such balances in a timely manner;
- Our existing debt covenants may affect our flexibility in operating, developing and expanding our business;
- If our goodwill or intangible assets become impaired, we could be required to record a significant charge to earnings;
- Our ability to use our U.S. net operating loss carry forwards may be subject to limitation;

Operational Risk

- Our business relies heavily on technology, telephone and computer systems as well as third-party telecommunications providers;
- We may be unable to effectively adopt AI into our offerings;
- Our business is heavily dependent upon our international operations, particularly in the Philippines, Jamaica, Pakistan and Nicaragua;
- We rely on the attraction, retention, and motivation of qualified senior management, employees, and agents to support our success and operations;
- Natural events, health epidemics, geopolitical conditions, including developing or ongoing conflicts, widespread civil unrest, terrorist attacks and other acts of violence involving any of the countries in which we or our clients have operations could adversely affect our operations and client confidence;
- Fluctuations against the U.S. dollar in the local currencies in the countries in which we operate could have a material effect on our results of operations;
- We depend upon internet search engines to attract a significant portion of the consumers who visit our customer acquisition websites, and we would be negatively impacted if we are unable to advertise on search engines on a cost-effective basis;
- We have entered into certain related-party transactions and may continue to rely on related parties for certain key development and support activities;
- Our facilities operate on leasehold property, and our inability to renew our leases on commercially acceptable terms or at all may adversely affect our results of operations.

Legal and Regulatory Risks

- Our global operations and clients expose us to numerous legal and regulatory requirements;
- Unauthorized or improper disclosure of personal information, breach of privacy, whether inadvertent or as the result of a cyber-attack or improperly by our employees, has resulted in liability and could harm us;
- Others could claim that we infringe on their intellectual property rights or violate contractual protections;

Risks Related to Being Incorporated in Bermuda

- We may be impacted by tax matters, new legislation, and actions by taxing authorities;
- We may become subject to taxes in Bermuda after 2035;
- Bermuda law differs from the laws in effect in the United States of America (“United States” or “U.S.”) and may afford less protection to holders of our common shares;
- Any U.S. or other foreign judgments against us may be difficult to enforce against us in Bermuda;

Risks Related to Our Common Shares

- We are a “controlled company” within the meaning of the rules of Nasdaq and, as a result, qualify for, and intend to rely on, exemptions from certain corporate governance requirements;
- Our largest shareholder, The Resource Group International Limited, and its major shareholder, TRG Pakistan Limited, have substantial control over us;
- The anticipated strategic and financial benefits of our relationship with Amazon may not be realized;
- Our future earnings and earnings per share could be adversely impacted by the Amazon Warrant and if Amazon exercises its right to acquire our common shares pursuant to the Amazon Warrant, it will dilute the ownership interests of our then-existing shareholders and could adversely affect the market price of our common shares;
- We are an “emerging growth company” and a “smaller reporting company”, and certain exemptions from disclosure requirements available to us may make our common shares less attractive to investors;
- Our results of operations and the price of our common shares could be adversely affected if we are unable to maintain effective control over financial reporting;
- Certain U.S. holders of our common shares may suffer adverse U.S. tax consequences if we are characterized as a passive foreign investment company;
- A significant portion of our total outstanding shares may be sold into the market in the near future, causing a decrease in the market price of our common shares;
- We have the ability to issue preferred shares without shareholder approval; and
- We may not pay any dividends. Accordingly, investors may only realize future gains on their investments if the price of their common shares increases, which may never occur.

AVAILABLE INFORMATION

The Company is subject to the reporting and information requirements of the Exchange Act, and as a result, it is obligated to file annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, as well as proxy and information statements and other information with the SEC. The Company makes these filings available free of charge on its website (<https://www.ibex.co>) as soon as reasonably practicable after it electronically files them with, or furnishes them to, the SEC. Information on the Company’s website does not constitute part of this Form 10-K. In addition, SEC maintains a website (<http://www.sec.gov>) that contains the reports and other information the Company electronically files with, or furnishes to, the SEC.

PART I

Unless otherwise indicated or the context otherwise requires, all references in this Form 10-K to the terms “ibex,” “IBEX,” “IBEX Limited,” the “Company,” “we,” “us,” and “our” refer to IBEX Limited and our wholly-owned subsidiaries for all periods presented in this Form 10-K.

ITEM 1. BUSINESS

Company Overview

ibex delivers innovative business process outsourcing (“BPO”), smart digital marketing, online acquisition technology, and end-to-end customer engagement solutions to help companies acquire, engage, and retain valuable customers. We combine our strong heritage of delivering leading customer experiences (“CX”) operations, services and solutions that span omnichannel customer engagement and support, digital marketing and customer experience management to help our clients measure customer sentiment and deliver a superior CX to their end-customers.

Leveraging our proprietary technology platform, company culture and operational excellence, ibex helps more than 135 clients create innovative and differentiated customer experiences to help increase loyalty, enhance brand awareness and drive revenue in an era of rapid change and digital transformation.

Our Service Offerings

The Company is an end-to-end provider of technology-enabled customer lifecycle experience (“CLX”) solutions. Through the Company’s integrated CLX platform, a comprehensive portfolio of solutions is offered to help optimize customer acquisition, engagement, expansion and experience for clients. The Company leverages sophisticated technology and proprietary analytics, in combination with its global footprint and BPO expertise, to protect and enhance clients’ brands.

Our Connect business lies at the core of our offerings and generates the majority of the Company’s revenue. This business unit delivers differentiated customer service (assisting our clients’ customers with information about our clients and their products or services), technical support (providing specialized teams to provide information, assistance and technical guidance to our clients’ customers on a specific product or service), revenue generation (upselling and cross selling) and other value-added outsourced back office services (finance and accounting, marketing support, sales operations, and human resources administration) to our clients. We deploy these capabilities through a true omni-channel CX model, which integrates voice, email, chat, SMS, social media and other communication applications.

In addition, our ibex Digital suite of solutions works with consumer-facing businesses to help them build, grow and scale technology-driven customer acquisition solutions, while helping drive digital transformation. We offer digital marketing, e-commerce technology, and platform solutions for our clients, helping them build new customer acquisition channels, increase acquired customers, and often do both at a reduced cost. We also have a small suite of what we call CX services which measures, monitors and manages our clients’ holistic customer experiences.

Our Culture

Ibex is built around an agent-first culture, developed and delivered through a combination of branded sites, technology-enabled recruiting and hiring, geographically and culturally specific benefits, and world-class employee engagement. Ibex offers a unique employee experience that includes a full range of activities and events for employees year-round, including annual employee VIP events, ibex Idol global talent competition, ibex Sirens beauty pageant celebrating LGBTQIA+ employees, Customer Service Week and ongoing employee wellness programs. This culture resonates with our employees across the globe, where we score an Employee Net Promoter Score (“eNPS”) of 77, and externally, where we have been recognized as:

- 2024 Best Employers for Diversity - Forbes
- 2024 & 2023 Philippines’ Best Employers – Philippine Daily Inquirer/Statista
- 2023 America’s Greatest Workplaces for Diversity – Newsweek

- 2023 America's Greatest Workplaces for Parents and Families – Newsweek
- 2023 Women Helping Women Award (Julie Casteel, Chief Strategic Accounts Officer and CMO) – Stevie Award for Women in Business
- 2023 Most Innovative Company of the Year Award– Titan Business Awards
- 2023 Philippines Best Employer Brand Award – Philippines Leadership Congress and Awards
- Best BPO and Gender Diversity and Inclusivity in Pakistan – Pakistan Software Houses Association (P@SHA) ICT Awards 2022
- Best Place to Work in Nicaragua 2020, 2021, 2022 – Great Place to Work
- Best Place to Work for Women in Central America and Caribbean 2021 & 2022 – Great Place to Work

Our Technology

The foundation for ibex service offerings is our Wave iX technology platform, the next evolution of our prior WaveX technology platform. Wave iX is a differentiated suite of digital and technology solutions designed to power enhanced agent interactions, exceptional client CX, and overall better performance. We have created a three-pronged AI strategy, which continues to keep ibex at the forefront of digital transformation.

Our solutions are focused on increasing agent productivity, providing deeper customer insights to elevate the customer experience and putting AI in front of the customer journey with voice and chat bots. Our technology helps clients drive insights and manage interactions across their entire customer journey. We believe this capability allows us to provide innovative, automated and customizable solutions to our clients more efficiently versus a pure labor arbitrage-based delivery model.

Our Business Insights

ibex has invested significant resources into building and implementing proprietary technology, focusing on software deployed across the full customer lifecycle journey. Wave iX seamlessly integrates innovative AI-powered solutions with ibex's cutting edge CX platform to facilitate advanced, hyper-personalized, intelligent interactions 24/7, and automate and customize solutions for our clients more efficiently than labor arbitrage alone, which helps cultivate stronger, more profitable customer relationships.

ibex's Wave iX technology helps improve customer interactions, business analytics and insights, contact center performance and client outcomes. These solutions have been deployed on over 100 unique projects across our client portfolio, where we deliver AI-enhanced solutions and process improvements across recruiting, hiring, training, management, and customer experience.

Our Flexible Operating Delivery Model

Our global delivery model is built on onshore (continental United States), nearshore (Nicaragua, Honduras and Jamaica) and offshore (Philippines and Pakistan) customer experience delivery centers, and includes a unique ability to support work-at-home capabilities in any region with internet access. We operate in the following geographies for our service offerings:

Customer Engagement

We operate 29 delivery centers located in the United States, Philippines, Jamaica, Nicaragua, Pakistan, and Honduras. As of June 30, 2024, we have approximately 30,000 employees across these centers.

Customer Acquisition

We operate four acquisition-focused Centers of Excellence, one in Jamaica, one in the Philippines, and two in Pakistan, which are focused on customer acquisition on behalf of our clients. As of June 30, 2024, the number of employees dedicated to customer acquisition was more than 200.

Customer Experience Technology Solutions

We deliver our CX technology solutions to our clients primarily through a cloud-based delivery model. Our Analytics solution is an add-on solution, which includes technology such as omni-channel speech analytics utilizing AI along with business analysts who provide various insights.

Driven by our position in the digital-first market, in the last three fiscal years, we have experienced over 13% growth in our on-site nearshore and offshore capacity while shrinking our domestic on-site capacity by almost half. As of June 30, 2024, 95% of our total on-site capacity resides in our high-growth high margin nearshore and offshore markets, which are ideally placed for clients who are either digital-first or those who are digitally transforming their business.

Our Strategic Approach

Our strategy is to place a high priority on delivering great customer experiences across the customer lifecycle and to focus on clients who view CX as a competitive differentiator. We have transformed our business from a traditional BPO of commoditized call center support to a technology-led provider and partner of choice.

Companies are looking for enhanced solutions beyond pure labor arbitrage. They require partners that can enhance their brand and customer loyalty. Key attributes include tech-led solutions, a highly connected culture and superior level of employee engagement, elevated branding, and a fast and effective path to operational proficiency. Our approach focuses on high growth clients that are experiencing increased demand for their products and services. In addition, we serve companies that are transforming their CX to a digital-first model. These target clients are looking for partners that can deliver a digital-first experience to their customers, while enhancing their brand and customer loyalty, at scale. We call this BPO 2.0, and believe ibex is at the forefront of delivering these differentiated solutions at scale across our geographies.

Our growth strategy is predicated on four growth pillars.

1. the ability to harness **innovative technology** that creates increased efficiencies for our business and our clients' business
2. our strong track record of delivering **best-in-class operations**
3. a **high-performing company culture** that breeds expertise and real-world knowledge amongst a very talented employee base and
4. a **customer-devoted mentality** that breeds loyalty and long-term relationships. This loyalty is evidenced by the extended relationships we have with our customers.

Together, they serve as the catalyst for delivering business solutions that help our clients as they tackle their toughest business challenges, while providing differentiated and real-time experiences for their end-customers.

Our growth model is designed to deploy a "land and expand" approach where we win a client, outperform and subsequently enhance the partnership scope with these clients. Typically, we will launch in one center with one service, such as customer engagement. Our goal is then to "expand" with additional services or new geographies where we operate for our clients.

The breadth of our capabilities, our ability to deliver a superior experience to our clients and our global delivery capabilities have allowed us to successfully land new clients and then expand our wallet share with them over time.

Our Clients

We seek to partner with growing companies with emerging brands to help drive their customer engagement in ways that can revolutionize the way consumers connect and invest in their brands of choice harnessing the power of technology. These brands span across Retail & E-commerce, HealthTech, Telecommunication, FinTech, Travel, Transportation & Logistics, and Technology verticals. We also serve large Fortune 500 companies with very established brands. Our clients fit primarily within two categories:

Digital-First Companies. The first category of clients is digitally driven "disruptors." We refer to these clients as the "digital-first" companies. They tend to be faster-growing brands in high-growth industries, such as (but not limited to) technology, e-commerce and consumer services. Our service offering to our digital-first clients is designed to meet the needs for digital-first verticals and high-growth requirements, with a focus on launch, speed-to-performance, and scale. While many of these digital-first clients are smaller, fast-growing companies, there are several Fortune 500 companies within this group, such as Amazon and one of the leading ride-sharing companies in the United States. The success of our digital-first initiative with high-growth technology, e-

commerce and consumer services clients is a key driver in the increase of our revenue from non-voice channels, and, as a result, has a positive effect on our profitability with their growth trajectory and greater propensity for these clients to leverage digital forms of service delivery.

Blue Chip Companies. The second category is made up of mostly Fortune 500 brands, across a broad range of industries, such as telecommunications, cable, financial services, and healthcare, which have large customer bases and rely on outsourced providers to maximize customer retention and improve customer expansion. We refer to these clients as “blue chip” companies. Increasingly, clients in this category look to us as a nimble provider offering differentiated services as they face challenges in the wake of digital disruption. We apply our execution expertise and end-to-end CX technology suite to help enable these clients adapt in a changing environment that requires a different type of customer experience for digital-native consumers.

Within these two categories of companies, our core focus is on winning and growing partnerships with those clients we refer to as BPO 2.0 clients – those companies focused on providing amazing experiences to their customers, while enhancing their brand and customer loyalty, at scale, focusing on digital-first and integrated omni-channel delivery.

Our success leveraging and embedding our Wave iX technology and analytics insight platform suite across client engagements enhances and strengthens the nature of our client relationships. This is evidenced both by our high client retention rates, as well as our client Net Promoter Score (“NPS”) of 68.

Our contracts with clients generally take the form of a master services agreement, which is a framework agreement that is then supplemented by one or more statements of work. Our master services agreements specify the general terms applicable to the services we provide. Our statements of work specify the specific services to be provided and associated performance metrics and pricing.

Industry Overview and Trends

Historically, the industry was premised on labor arbitrage and cost. Offshoring of work to markets like India and the Philippines was driven primarily by the cost advantages those markets provided. Today, our business is experiencing significant growth with clients that require best-in-class performance and differentiated value propositions. Several trends are driving transformation in the outsourced customer interactions market.

The BPO industry is undergoing a paradigm shift with Blue Chip clients pivoting toward technology-enabled marketplaces supporting an increasingly digitally native consumer base. These clients are consciously evaluating potential areas where AI-enabled technologies could be utilized in the future. This represents a key area for ibex to continue to capture market share.

These Blue Chip companies are reacting to this shifting landscape with a relentless focus on CX. They view their customer contact center providers as essential partners and an extension of their brand rather than a cost center to manage customer interaction. As a result, they are often moving away from their incumbent legacy providers to find service providers that can deliver better and differentiated customer support, leveraging emerging technologies. They are not just looking for labor to manage contacts, but rather they are looking for great customer experiences.

In addition to clients in mature industries, emerging industries in the technology and consumer services sectors are changing the mix of solutions, channels and delivery locations. We believe that market participants that offer a flexible, technology-oriented, and integrated solution will be best positioned to address the following key industry trends:

1. *A Dramatic Prioritization of CX* – As brands recognize that digital feedback mechanisms, such as social media, can rapidly impact brand perception in a positive or negative manner, the importance of delivering an exceptional customer experience has become a top priority for companies.
2. *Consumer Centricity & Customer Lifetime Value (“LTV”)* – Customer expectations and behaviors are changing dramatically. Enabled by immediate feedback channels, consumers expect that enterprises will meet their needs and preferences instantaneously in return for brand loyalty and greater share of customer spend. Accordingly, enterprises and brands are more focused on understanding their

consumers' needs and developing business models that hinge on maximizing customer lifetime value. In turn, they are demanding outsourced customer engagement partners that can deliver customer-centric solutions in an omni-channel manner that maximizes customer retention.

3. *Outsourcing Across the Operational Value Chain* – Enterprises are more frequently relying on outsourced providers to address their needs across the entire customer lifecycle. Many companies, especially in the HealthTech, FinTech and Utilities space, are increasingly relying on the expertise of external providers to deliver cost savings, ensure compliance, drive performance enhancements, and offer technology suites that serve to improve overall CX while allowing the brand to focus on their core products and competencies. Mature companies seek to digitally transform their current operations to meet the demands of the digital economy and diversify their capabilities. Companies in emerging sectors outsource due to their limited experience and/or resources to manage increasing volumes of customer interactions, and in order to drive new customer demand, scale operations, optimize costs, protect their brand investment, and accelerate profitability.
4. *AI to Enhance Service Delivery* – With the increasing applicability of AI in enhancing business processes, the customer care industry is increasingly evaluating and starting to integrate AI into its range of solutions to improve the customer experience and improve efficiencies. The proliferation and evolution of generative AI may have impacts on the CX sector. Potential automation in backend and middle-office business processes, as well as potential increased use of bots to respond to pre-defined queries, could impact assisted customer interactions. Additionally, productivity, data availability and quality due to generative AI could result in an increased volume of work, as agents may be up-skilled to deploy improved analytical capabilities. The adoption of generative AI also presents key challenges in the forms of data security, governance, implementation and coordination of an overall customer service solution. These challenges create opportunities for trusted CX partners.
5. *Seeking Integrated End-to-End Partners* – We believe clients are increasingly looking to utilize outsourcing partners who can provide unified solutions for a variety of touchpoints along the customer interaction value chain, from digital marketing to customer sales and support to CX and surveys. We believe providers with integrated offerings will command a larger share of wallet from their clients, drive a great degree of insight and performance; this ultimately drives a longer term, mutually beneficial partnership.
6. *Bestshore Flexible Delivery Model* – Clients are increasingly choosing providers based on their ability to provide a flexible, turnkey delivery model that can offer a mix of onshore, nearshore, offshore, and remote working capabilities. However, in today's industry, we believe clients are looking for the best provider in the specific market that they are considering, as opposed to finding one provider across all geographies. With recent global events, clients have indicated a growing emphasis on the ability of service providers to shift their delivery rapidly between various location models.
7. *Data Protection & Security* – With the rise of the digital economy has come a rise in both the concern toward, and vulnerability of, consumer data. Both mature and digital-first brands are placing a higher degree of focus on the technology that underpins the data security and fraud systems deployed by their partners; having an advanced and secure system architecture along with data center redundancy and advanced security technologies are becoming increasingly important, understanding that any security breach can result in a devastating impact to a client's brand and a consumer's loyalty.
8. *Data and Analytics* – Companies are increasingly demanding that their providers of customer interaction solutions integrate data analysis and insight into their core service offerings, to drive continuous performance and superior outcomes. These business intelligence tools can yield actionable insights across every customer touchpoint, which in turn enable clients to address customer issues in real time. We expect that investments in automation, digitization and machine learning will become key drivers in the industry as clients seek to adopt more technology-rich ways of servicing their customers.
9. *Integrated Technology Solutions for Mature Sectors* – Fortune 500 companies that historically utilized traditional live-agent, voice-based services are now integrating new technology-enabled solutions that include multi-channel delivery, self-serve options and automation. Such solutions allow them to achieve greater operational flexibility and innovate their service offerings.

10. *Solutions Catered to High-Growth Sectors* – The challenges that digital-first “disruptors” face consist of managing high growth within their customer base, while simultaneously maintaining a high-quality customer experience. In contrast to mature business models, digital-first companies have generally not focused on developing large-scale insourced customer operations; therefore, they rely on external partners that can deliver customer service, engagement and support while maintaining the quality of their brands. Most of these companies source their customer interaction needs from lower-cost locations outside their home markets.

Sales and Marketing

Our sales and marketing teams work closely together to drive awareness and adoption of our technology-enabled CLX platform, accelerate customer acquisition and expand the relationship with our existing customers. We focus on developing long-term relationships with large strategic clients that have needs across the entire customer lifecycle and employ a “land and expand” strategy to grow these relationships. Under this strategy, we seek to build the client’s trust through flawless execution on the initial assignment (which is typically for a single solution or geography) and then expand the scope of our engagement with the client into multiple geographies and business lines, which allows us to offer additional CLX solutions. In this manner, the “land and expand” strategy provides opportunities for us to substantially increase our revenues within our existing client base over time.

Our sales and marketing activities are focused on our key market verticals: Telecommunication, Cable, Technology, Retail & E-commerce, HealthTech, FinTech and Utilities. We believe our vertical market focus allows us to provide deep domain expertise and positions us as the best partner to help solve our clients’ unique needs. An essential part of our sales strategy is to focus on ways we can innovate on behalf of our clients, which includes digitization strategies and usage of data, technology, analytics and insights. We are well positioned with the top brands in each of the industry verticals in which we operate and can leverage domain knowledge and strong client references to generate business with other companies in the same industry vertical. Our sales and marketing teams are leading the charge at the following initiatives.

New Logos. Our new logo organization is made up of teams focused on our key market verticals. Each team is focused solely on penetrating and closing business with the top 40 companies in each vertical. In addition, they will often partner with our client services executives who have an intimate understanding of our existing client’s business and needs, to actively identify and target additional cross-sell opportunities across the entire customer lifecycle.

Digital-First. The digital-first team is focused on penetrating a broader reach of unicorn and potential unicorn clients in the emerging technology and consumer services sector. Through our digital-first offering, we combine Customer Engagement, Customer Acquisition and Customer Experience into an integrated solution set that is focused on the high-growth technology, e-commerce and consumer services markets for digital-first clients.

The sales process for a new client can be short or lengthy depending on the client. Generally, the sales process for our digital-first target clients is 30 to 60 days, while selling to larger blue-chip clients can extend up to two years.

Client Services. Our client services team is dedicated to maintaining and expanding our relationships with our existing clients and is made up of teams that are organized either around a single large client or around companies of clients that collectively provide scale to warrant the investment of client services overhead. A majority of the senior leadership of the client services team is located in the United States and is supported by local team members located closer to the actual service delivery, sometimes in other countries / regions. The members of our client services team typically have deep operational experience as well as strong relationship-building and selling skills. Often our client services team for an account has a team member located close to the client’s premises in the United States as well as a member that is located close to where the delivery takes place, which is now increasingly in offshore and nearshore locations. Most of the new opportunities created within the embedded base of existing clients are led by the senior leadership of the client services team and follow the same general sales process as the new logo team.

As part of our highly engaged, or “leaned in” corporate culture, our client relationships are set up at multiple levels and layers, all the way from our Chief Executive Officer through the business heads of our organization.

We believe the multi-layered nature of these relationships allows us to develop even stronger client engagements.

Marketing Efforts. Our marketing efforts are focused on generating awareness of our offerings, establishing and promoting our brand, reaching and serving the CLX needs of key decision makers in our target verticals, and cultivating a community of successful and vocal customers. We focus our marketing effort on demonstrating to our prospective clients our thought leadership in the CLX market, addressing the challenges facing companies across the full customer lifecycle, and engaging business leaders who are seeking to leverage data, technology, analytics, and insights to drive competitive differentiation. We take a targeted approach and work with enterprises across our target verticals: Retail & E-commerce, Telecommunication, Technology, Cable, HealthTech, FinTech and Utilities. We engage with key decision makers outside of request for proposal cycles in the following key offices: Chief Digital Officer, Chief Information Officer, Chief Experience Officer, Chief Customer Officer and the Chief Marketing Officer.

We also use various social media platforms such as LinkedIn and Facebook to promote our brand externally to target clients and internally to our employees and prospective employees, with the latter being a key component of our success in achieving award winning agent engagement.

Competition

The BPO industry has a long track record of major consolidation. We believe this creates opportunities for ibex, as these consolidations may lead buyers of BPO services to look for new providers for two key reasons. One, the consolidation may lead buyers to be over-concentrated in spend with a single vendor, pushing them to look for new providers. Two, the homogenization of vendors creates greater opportunity for offering differentiated services.

The BPO markets in which we compete are highly fragmented. We believe this creates significant opportunity for a broad and differentiated provider like us as clients are increasingly looking to utilize outsourcing partners who can provide unified solutions for a variety of touchpoints along the customer interaction value chain, from customer sales and support to digital marketing, CX, and surveys. We expect providers with integrated offerings will command a larger share of wallet from their clients, drive a greater degree of insight and performance, and ultimately drive a longer term and mutually beneficial partnership.

Although we do not believe any single competitor currently offers a directly comparable end-to-end CLX solution like ours, we believe our integrated platform faces competition from a variety of companies which operate in distinct segments of the customer lifecycle journey. The client selection process typically considers scale, quality of the facilities, and strength of leadership and brand of the provider in the selected market. Clients will usually reward higher-performing vendors with a greater share of their spend on customer interaction solutions. Based on our industry knowledge, traditional BPO companies are seeking to respond to these dynamics by taking steps to evolve into fully-fledged end-to-end customer lifecycle experience platforms, including through acquisitions. However, such initiatives have been limited due to the scarcity of actionable at-scale assets.

We also face competition from in-house customer service departments, which seek to develop, deploy and service applications that offer functionality similar to our solutions. These in-house customer service departments continue to constitute the largest segment of customer lifecycle management expenditures.

We believe that the most significant competitive factor in the sale of outsourced customer engagement services is the ability of providers to act as partners to and extensions of clients' brands, in an effort to deliver improved customer experiences and increased overall customer LTV. Other important factors include maintaining high and consistent levels of service quality, tailored value-added service offerings, supported by advanced technological capabilities, industry and domain expertise, an understanding of the digital marketplace and modern consumer, sufficient diversified global delivery coverage, reliability, scalability, security and competitive pricing.

Changes in geographic strategy, where a client is looking to move business from onshore to offshore or nearshore, or balance their workload between nearshore and offshore, often create opportunities for outsourced customer interaction providers. Our geographic growth with clients is a key part of our overall growth strategy.

Our Competitive Strengths and Differentiators

We utilize a differentiated value proposition to support our clients and drive value. We place the customer at the core of our business strategy and deliver world-class CX capabilities, operational delivery excellence, efficiency, and reliability to enhance our clients' success. We are focused on building deep relationships at multiple levels within our clients' businesses. Coupled with our consistently strong performance, this has enabled us to expand the number of high value CLX solutions we provide for our clients. This approach, over time, has led to higher client retention rates. Additionally, we closely monitor customer satisfaction via NPS, which is tracked through our annual Client Satisfaction Survey. Our most recent survey scored a client NPS of 68 which indicates strong, mutually-beneficial relationships with clients built on the value they place in ibex services and solutions along with the level of service consistently being delivered.

As evidenced by the quality and quantity of our new customer wins, growth and market share with these clients and our track record of amazing customer retention, we believe we have clearly established ourselves as a CX leader in today's digital economy. Our vertical industry expertise high-growth areas, including Retail and E-commerce, Travel, Transportation & Logistics, HealthTech, and FinTech, allows us to adapt our services and solutions for clients, further embedding us into their customer engagement lifecycle while delivering impactful business results. We do this through leveraging our key competitive strengths:

1. *Differentiated as a nimble, disruptive provider* – Companies continue to seek disruptive partners that are fast and flexible. We believe that we have a distinct organizational culture that embraces technological disruption and is characterized by innovation, speed and structural nimbleness. Our innovative and entrepreneurial culture is a key differentiator and gives us a competitive advantage in delivering high-quality solutions to clients around the globe.
2. *Wave iX technology solutions to drive performance and innovation* – ibex Wave iX is the hub of our technology development and innovation effort to drive value-added solutions for improved agent interactions, client CX, and overall performance. Wave iX is a platform that spans both the customer and agent lifecycle from customer acquisition, to engagement, to surveys and analytics. Our proprietary technology, combined with our Wave Zero launch process helps us to accelerate "Speed to Green" for our clients and outperform our competition. We have enhanced Wave iX to leverage the power of generative AI to assist our agents in delivering great customer experiences, to provide deeper and more meaningful insights in our analytics offering and provide machine-assisted interactions for the customers of our clients.
3. *Best brand and employer in the markets we operate* – Our goal is to be the best employer which helps create a virtuous cycle of the ability to attract and retain the best leadership and front-line agents. This in turn creates great performance that drives growth and expansion and expanded career opportunities for our personnel. The result is not only being recognized by the Great Places to Work and Great Places to Work for Women awards, but also by scoring at industry leading scores for eNPS in markets like Jamaica, Nicaragua, and Bohol, Philippines.
4. *Broad set of full lifecycle digital services* –The services we provide for our clients include three key services – Digital & Omni-Channel Customer Experience (ibex Connect), Digital Marketing and E-Commerce (ibex Digital) and Digital CX surveys and analytics (ibex CX). This contrasts to many of our traditional competitors that are focused solely on contact center services. Our digital services also have significantly less agent attrition than traditional BPO programs. Agent attrition is a key cost and performance component where low attrition drives higher margins and better performance for ibex and our clients. Often these digital services are provided in our high-margin nearshore and offshore regions, contributing to their growth.
5. *Leading global delivery with significant growth in nearshore and offshore regions* – Our global delivery model is built on onshore, nearshore and offshore delivery centers, and includes our ability to also support work-at-home capabilities. We seek to operate state-of-the-art "highly-branded" delivery centers in labor markets that are under-penetrated in order to maintain our competitive advantage, retain our position in those labor markets as an employer of choice and deliver a highly scalable and cost-effective solution to our clients. Our delivery centers enable us to create a differentiated connection to our clients' brands and their customers. In addition, with a broad network of 29 delivery centers spread across

multiple geographies, we provide much needed geographic diversity for our clients. In particular, significant investments made in Jamaica, Honduras, and Nicaragua help us to offer untapped talent pools for high-quality service, proximity to home operations, competitive price points, and an existing brand affinity. We are the largest BPO employer in Pakistan, which we believe is a truly disruptive market for the industry. Of our largest 25 clients, we service 20 of them across multiple regions creating great market diversification and business continuity. We also believe that providing services for our clients across multiple regions promotes a trusted relationship with our clients and is consistent with our “land and expand” client strategy.

Our broad portfolio of CX services and technology solutions give our clients a competitive advantage, while also providing them with the ability to deliver a relevant and differentiating experience for their customers. We believe these technologies will enable us to outperform our competition.

Seasonality

Our business performance is subject to seasonal fluctuations. Within our customer engagement solutions, some of our retail-facing clients undergo an increase in activity during the calendar year-end holiday period. These seasonal effects cause differences in revenues and expenses among the various quarters of any financial year, which means that the individual quarters should not be directly compared with each other or be used to predict annual financial results. This intra-year seasonal fluctuation is common in the BPO industry, with increased volumes during the fourth calendar quarter of the year.

Within our customer acquisition solution, our revenues may increase during the summer period when households tend to move and activate telecommunications services in their new homes, as well as during the final quarter of the calendar year when the year-end holiday season begins.

Intellectual Property

The success of our business depends, in part, on our proprietary technology and intellectual property. We rely on a combination of intellectual property laws and contractual arrangements to protect our intellectual property. We have invested significant resources into building and deploying proprietary technology, focusing on next-generation software deployed across the full customer lifecycle journey, driving revenue growth, productivity improvements, experience enhancement and competitive differentiation.

We have registered or are registering various trademarks and service marks in the U.S. and/or other countries for our brand and our technology. The duration of trademark and service mark registrations varies from country to country but may generally be renewed indefinitely as long as the marks are in use and their registrations are properly maintained. We also have common law rights to certain trademarks and service marks.

We also have and maintain certain trade secrets arising out of the authorship or creation of proprietary computer programs, systems and business practices. Confidentiality is maintained primarily through contractual clauses, and in the case of computer programs, system access controls, tracking and authorization processes.

Regulation

We are subject to a number of U.S. federal and state and foreign laws and regulations that involve matters central to our business. These laws and regulations may involve privacy, data protection, intellectual property, competition, consumer protection, export taxation and other subjects. In addition, the terms of our service contracts typically require that we comply with applicable laws and regulations. In some of our service contracts, we are contractually required to comply even if such laws and regulations apply to our clients, but not to us, and sometimes our clients require us to take specific steps intended to make it easier for our clients to comply with requirements that are applicable to them. If we fail to comply with any applicable laws and regulations, we may be restricted in our ability to provide services and may also be the subject of civil or criminal actions involving penalties, any of which could have a material adverse effect on our operations. Our clients generally have the right to terminate our contracts for cause in the event of regulatory failures, subject to notice periods. See “Item 1A. Risk Factors” for more information.

On December 31, 2022, we determined that we no longer met the criteria to remain a foreign private issuer. Effective July 1, 2023, we are required to file periodic reports on U.S. domestic filer forms with the SEC and to comply with other rules as required, including but not limited to presenting this Form 10-K in accordance with accounting principles generally accepted in the United States (“U.S. GAAP”), with such change being applied retrospectively.

Bermuda Laws

As a Bermuda company, we are also subject to regulation in Bermuda. Among other things, we must comply with the provisions of the Bermuda Companies Act 1981, as amended (the “Companies Act”) regulating the declaration and payment of dividends and the making of distributions from contributed surplus, which generally prohibit dividends or distributions unless certain capital and liquidity standards are met.

We are classified as a non-resident of Bermuda for exchange control purposes by the Bermuda Monetary Authority (“BMA”). Pursuant to our non-resident status, we may engage in transactions in currencies other than Bermuda dollars. There are no restrictions on our ability to transfer funds in and out of Bermuda or to pay dividends to United States residents that are holders of our common shares.

Under Bermuda law, “exempted” companies are companies formed for the purpose of conducting business outside Bermuda. As an exempted company, we may not, without a license granted by the Minister of Economic Development, participate in certain business transactions, including transactions involving Bermuda landholding rights and the carrying on of business of any kind, for which we are not licensed in Bermuda.

On December 31, 2018, the Bermuda government enacted the Economic Substance Act 2018, and related regulations, as subsequently amended (the “Substance Act”) with effect from July 1, 2019 for existing Bermuda entities, requiring certain entities in Bermuda engaged in “relevant activities” to maintain a substantial economic presence in Bermuda and to satisfy economic substance requirements. The list of “relevant activities” includes holding entities and financing and leasing (including intra-group lending), and the legislation requires Bermuda companies engaging in a “relevant activity” to be locally managed and directed, to carry on core income generating activities in Bermuda, to maintain adequate physical presence in Bermuda, and to have an adequate level of local full time qualified employees and incur adequate operating expenditure in Bermuda. Under the Substance Act, any entity that must satisfy economic substance requirements but fails to do so could face automatic disclosure to competent authorities in the European Union of the information filed by the entity with the Bermuda Registrar of Companies in connection with the economic substance requirements and may also face financial penalties, restriction or regulation of its business activities or may be struck as a registered entity in Bermuda. We continue to evaluate the Substance Act and its requirements, as well as its application to our business.

In 2016, the Bermuda Government enacted the Personal Information Protection Act 2016, as amended (“PIPA”). At present, the majority of the operative provisions of PIPA, which include detailed requirements around conditions for use and consent to use of personal information, specific obligations on organizations that use personal information, overseas data transfer assessment obligations and access, rectification and erasure rights for individuals, are not yet in force in Bermuda. In June 2023, the Bermuda Government and the Office of the Privacy Commissioner for Bermuda announced that the remaining operative provisions of PIPA will become fully implemented on January 1, 2025.

PIPA, once in force, applies to every organization (which includes any individual, entity or public authority) that uses personal information in Bermuda where that personal information is used by automated or other means which form, or are intended to form, part of a structured filing system. For the purposes of PIPA, “personal information” means any information about an identified or identifiable individual (meaning a natural person), and “use” or “using” are very broadly defined and effectively include possessing or carrying out any operation on personal information. We continue to evaluate PIPA and its requirements, as well as its application to our business.

See “Risk Factors - Risks Related to Being Incorporated in Bermuda” for more information.

Privacy, Data Protection, and Cybersecurity

We use, collect, store, transmit, transfer, and process customer data in the ordinary course of business. As our products are designed to assist business customers with customer support services, in the ordinary course of business, when providing its services, only a portion of the customer data that we use, collect, store, transmit, transfer and process constitutes personal data, personally identifiable information, personal information, or similar term (collectively herein “personal information”). In the course of providing our services, we may obtain personal information in the form of business contact information of our customers, suppliers, customers, prospects, and other persons, including our customers’ end users. We also may obtain personal information from employees, contractors, applicants, whether current, former, or prospective and, as applicable, family members or designees. Certain personal information that we collect and/or process from any of these persons may include information that is considered “special” or “sensitive” data, which may be subject to additional restrictions under applicable law.

We are required to comply with local, state, federal, and foreign laws and regulations pertaining to the collection, storage, transmission, transferring, processing, and security of such personal information. In addition, we are also subject to certain self-regulatory standards that require companies that process certain types of personal information, like payment card data, to implement certain data security measures. Regulators around the globe, and in countries in which we operate, have promulgated and are continuing to adopt laws, implement regulations, and issue guidance pertaining to the collection, storage, transmission, transferring, processing, and security of personal information. The applicability of these laws, regulations, and guidance is continually evolving, sometimes uncertain, and in some circumstances, conflicting between and among jurisdictions. Although certain of these laws are not applicable to business contact information or employee data, these laws still remain pertinent to our operations. Further, regulators are continuing to propose and adopt new laws designed to safeguard personal information and to provide additional rights to data subjects. We anticipate that the volume and scope of such laws will increase, and, as a result, our costs and efforts to comply with such laws will similarly increase. It may be costly to implement security or other measures designed to comply with these laws. See “Risk Factors - *Unauthorized or improper disclosure of personal information, breach of privacy, whether inadvertent or as the result of a cyber-attack or improperly by our employees, has resulted in liability and could harm us.*”

Other Regulations

We are a labor-intensive business that is subject to complex labor and employment laws established by the U.S. Department of Labor, state and local regulatory bodies, and similar regulators outside of the U.S. These regulations govern working conditions, paid time off, workplace safety, wage and hour standards and hiring and employment practices.

Our global operations are subject to various domestic and foreign anti-corruptions mandates, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and similar anti-bribery laws in other jurisdictions where we do business.

We have processes in place to support our compliance with these described regulations; but our efforts to comply with these various regulations may cause us to make additional capital and operational expenditures, the cost of which we may not always be able to pass to our clients through our pricing structures, and such additional investments could be material to our results of operations, financial position or cash flows. See “Risk Factors - *Our global operations and customers expose us to numerous legal and regulatory requirements.*”

Human Capital Resources

We deploy a customer-centric, employee driven culture designed to enable our workforce to do their best work on behalf of our clients. We had approximately 30,000 full-time and total employees as of June 30, 2024.

We believe that we have one of the best cultures in the industry. As a testament to our culture, a meaningful portion of our workforce is made up of family, friends and colleagues who were referred to us by our employees. Our culture is distinctive – built by and for the individuals that represent our clients’ brands with each and every contact. Our commitment to those individuals exceeds anything in our industry, as evidenced by our eNPS of 77.

At the foundation of our culture are three primary principals:

1. **Be the best employer in the markets we serve** – We provide our employees with immediate opportunities for growth. Day one begins with a view of what is possible at ibex including leadership development and job advancement and our commitment to enriching our employees' lives. We enable our employees to craft a path for their future early in their tenure with ibex.
2. **Employee first culture** – Our employees are the lifeblood of our organization. From the tools they use every day to interact with our customers to the services we provide to improve their lives, we put our workforce first in all that we do. Our ability to recruit, engage, motivate and retain is evidenced in the top quadrant performance we deliver to our clients. We are committed to supporting a diverse and inclusive workforce through the entire organization.
3. **Highly immersive engagement** – Our culture can be seen and felt from the minute you enter one of our centers. From our modern, highly customized and branded sites to our unique celebrations for our frontline talent around the globe, our employee engagement is a key driver of the high agent retention we see across our delivery centers.

Our ongoing development and interest in our people and our culture is what fuels our growth. Our employees are extremely loyal to ibex and are proud to be part of ibex. The investment in our people does not end with our physical locations but transcends into the lives of our workforce.

Our people are at the center of our long-term success and growth-strategy, and we will continue to nurture, enhance, and expand our diversity and values-driven culture. Combining the passion, energy and talents of our global employee base and harnessing that into an industry leading company is at the heart of what we do. The result is performance at the highest levels for our clients that delivers an exceptional CX while accelerating growth and diversification for our business.

Information about our Executive Officers

The following are our executive officers as of September 12, 2024:

Name	Age	Title
Robert Dechant	62	Chief Executive Officer
Taylor Greenwald	56	Chief Financial Officer
Christy O'Connor	55	Chief Legal Officer and Assistant Secretary
David Afdahl	50	Chief Operating Officer
Julie Casteel	63	Chief Marketing and Strategic Accounts Officer
Bruce Dawson	60	Chief Sales and Client Services Officer
Paul Inson	60	Chief People Officer
Andreas Wilkens	52	Chief Technology Officer

Our executive officers serve at the discretion of the Company's board of directors (the "Board"). There is no family relationship between any executive officer or director. The following information sets forth the business experience for at least the past five years for each of our executive officers.

Mr. Robert Dechant has served as our Chief Executive Officer since July 2019 and as a member of the Board since January 2021. From September 2017 to July 2019, Mr. Dechant served as Chief Executive Officer of IBEX Interactive, which included all operations of Ibex (including Ibex Global Solutions, ibex Digital, and ibex CX). From 2015 until 2017, Mr. Dechant served as Chief Executive Officer of Ibex Global Solutions. From 2012 until 2015, Mr. Dechant served as the Chief Sales, Marketing and Client Services Officer at Qualfon, Inc., a global provider of call center, back office, and business process outsourcing services. Prior to that, Mr. Dechant was the Chief Sales and Marketing Officer at Stream Global Services, a large multinational business process outsourcing provider which merged with Convergys in 2014. From 2006 to 2008, Mr. Dechant was the EVP and General Manager of the public company 3 Com, an internet working company. Mr. Dechant holds a B.S. degree from Fairfield University.

Mr. Taylor Greenwald has served as our Chief Financial Officer since August 2023. Mr. Greenwald served as the Executive Vice President and Chief Financial Officer of Synchronoss Technologies, a software company,

from 2021 to 2022. From 2019 to 2021, Mr. Greenwald served as the Chief Financial Officer, Web Presence, of Endurance International Group, an information technology services company. From 2000 to 2019, Mr. Greenwald served in various senior leadership roles with Convergys, a customer service and information management company, including as Senior Vice President, Controller and Chief Accounting Officer from 2012 to 2019. Mr. Greenwald holds an M.B.A. from the MIT Sloan School of Management and a B.S. degree in engineering from the Georgia Institute of Technology.

Ms. Christy O'Connor has served as our Chief Legal Officer and Assistant Corporate Secretary since March 2018. From 2015 to 2018, Ms. O'Connor worked for Alorica, a provider of customer management outsourcing solutions, specifically as the Chief Legal and Compliance Officer from 2015 through 2017 and as a legal advisor thereafter. From 2014 to 2015, Ms. O'Connor was the General Counsel and Chief Legal Officer at SourceHOV. From 2011 to 2014, Ms. O'Connor was the Deputy General Counsel for Stream Global Services. Ms. O'Connor holds B.A./M.A. degrees from the University of Chicago, a J.D. from St. Mary's University School of Law and a degree in International Law from the University of Innsbruck.

Mr. David Afdahl has served as our Chief Operating Officer since 2018, where he is responsible for global operations, performance management and financial results. He joined Ibex in 2017 as the Vice President of Operations, responsible for U.S. Operations. Mr. Afdahl has more than 23 years of operational leadership experience within the BPO industry. For seven years, he served as the Managing Director for Xerox Services, where he was responsible for global operations, client management and the overall financial performance. Mr. Afdahl holds a B.A. degree in Anthropology from the University of Maryland.

Ms. Julie Casteel has served as our Chief Sales & Marketing Officer since 2012 and is responsible for expanding new and existing clients. She currently leads the strategy for growth and profitability for Ibex's largest global clients and is also responsible for the strategic development of the financial services and healthcare vertical markets. Ms. Casteel brings more than 25 years of successful sales and leadership experience within the BPO industry. For over 10 years, from 1998 to 2009, she served as the Executive Vice-President of Global Sales & Marketing at SITEL, where she was responsible for global revenue, client relationship management and the overall company marketing strategy. Ms. Casteel has served on a number of industry boards and has been published in the Economist, The Wall Street Journal and various industry publications. She holds a B.S. degree in Biology from Texas A&M University.

Mr. Bruce Dawson has served as our Chief Sales and Client Services Officer since 2017. From 2016 until 2017, he held the same role for Ibex Global Solutions, Inc. From 2014 until 2016, Mr. Dawson served as U.S. Nearshore Regional Director for Atento S.A. Prior to joining Atento S.A., Mr. Dawson served at SITEL Corporation from October 2012 to March 2014 and Stream Global Services from October 2008 to August 2012. Mr. Dawson has held management positions at various companies in the BPO industry, bringing experience from the software and telecommunications sector. He holds a B.A. degree in psychology from Denison University.

Mr. Paul Inson has served as our Chief People Officer since October 2016. From 2013 to 2016, Mr. Inson served as the Vice President, Human Resources Service Delivery for Sykes Enterprises, a global provider of customer management outsourcing solutions. From 2007 to 2013, Mr. Inson served as the Vice President, Human Resources at Alpine Access. From 2006 to 2007, Mr. Inson served as the Head of Staffing/Recruitment for Capgemini Americas Outsourcing. Mr. Inson holds a B.B.A. degree from the University of Michigan-Dearborn.

Mr. Andreas Wilkens joined the Company as our Chief Technology Officer in September 2024. Mr. Wilkens served as the Head of Engineering for RetailNext, a retail analytics software company, from 2022 to 2024. From 2018 to 2021, Mr. Wilkens served as Vice President and Chief Architect at LivePerson, a conversational AI software company. From 2016 to 2018, Mr. Wilkens served as Chief Technology Officer of AdvantageTec, a customer engagement software company. Mr. Wilkens studied electrical engineering at the Kiel University of Applied Sciences in Germany.

ITEM 1A. RISK FACTORS

Risk Factors

We are subject to certain material risks and uncertainties described below that make an investment in us speculative or risky, in addition to other information provided in this Form 10-K. If one or more of these risks or uncertainties materialize, it may adversely and materially affect our business, results of operation, reputation, prospects, financial condition and operating results, cash flows, profitability, liquidity, stock price, and financial condition. The risks described below are not the only risks that our business faces. Additional risks not presently known to us or that we currently deem immaterial may also harm our business, results of operations, or financial condition.

Business Risks

Our business is dependent on key clients.

We derive a substantial portion of our revenue from a few key clients. Our top three clients accounted for 29% of our revenue, and our top client accounted for approximately 12% of our revenue, for the fiscal year ended June 30, 2024. We could be materially impacted by the loss of business with, or the failure to retain a significant amount of business with, any of our key clients.

Our profitability largely depends on maintaining efficient asset utilization levels, pricing our solutions appropriately, and managing costs, particularly through our contracts with customers.

There can be no assurance that our operation or client contracts will be profitable for us or that we will be able to achieve or maintain any particular level of profitability, including as a result of the following:

Asset Utilization Levels

The efficiency of how we utilize our assets, particularly our people and facilities, impacts our profitability. Our utilization rates are affected by a number of factors, including our ability to transition employees from completed projects to new assignments, hire and assimilate new employees, forecast demand for our solutions and thereby maintain an appropriate headcount in each of our locations and geographies, manage attrition, accommodate our clients' requests to shift the mix of delivery locations during the pendency of a contract, and manage resources for training, professional development and other typically non-billable activities.

Most of our client contracts do not have minimum volume requirements. Certain contracts have performance-related bonus (penalty) provisions that require the client to pay us a bonus (require us to issue the client a credit) based upon our meeting (failing to meet) agreed-upon service levels and performance metrics. Moreover, although our objective is to sign multi-year agreements, our contracts generally allow the client to terminate the contract for convenience or reduce their use of our solutions. For example, in the past, we have had clients terminate their contract for convenience and /or reduce their use of our services due to reasons out of our control, and there can be no assurance that in the future our clients will not terminate their contracts before their scheduled expiration dates, that the volume of services for these programs will not be reduced, or that we will be able to avoid penalties or earn performance bonuses for our solutions. There have also been certain unprofitable client contracts that we were not able to terminate quickly without incurring penalties, and in the future unprofitable contracts may negatively impact us.

Solutions Pricing

The pricing that we are able to obtain for our solutions impacts our profitability and is usually included in statements of work entered into with our clients. In certain cases, we have committed to pricing over the period of a contract with limited-to-no sharing of risks regarding inflation and currency exchange rates. In addition, we are obligated under some of our contracts to deliver productivity benefits to our clients, such as reduction in handle time or speed to answer.

The prices we are able to charge for our solutions are affected by a number of factors, including our clients' perceptions of our ability to add value through our solutions, our competitive position, introduction of new

services or products by us or our competitors, our ability to accurately estimate, attain and sustain revenues from client engagements, wage inflation rates, unhedged currency exchange rates, our costs, margins and cash flows over increasingly longer contract periods and general economic and political conditions.

Controlling Costs

Our profitability is impacted by our ability to control our costs and improve our efficiency. The profitability of each client contract or work order may fluctuate, sometimes significantly, throughout various stages of the program. Portions of our business also have long sales cycles and long implementation cycles, which require significant resources and working capital. Many of our client contracts are entered into after long sales cycles, which require a significant investment of capital, resources and time by both our clients and us. Before committing to use our solutions, potential clients require us to expend substantial time and resources educating them as to the value of our solutions and assessing the feasibility of integrating our systems and processes with theirs. As a result, our selling cycle, which may extend up to two years, is subject to many risks and delays over which we have little or no control, including our clients' decisions to choose alternatives to our solutions (such as other providers or in-house resources) and the timing of our clients' budget cycles and approval processes.

In addition, implementing our solutions involves a significant commitment of resources over an extended period of time from both our clients and us. Our clients may also experience delays in obtaining internal approvals or may face delays associated with technology or system implementations, thereby further delaying the implementation process.

We also may not be successful in our attempt to control costs associated with salaries and benefits as we continue to add capacity in locations where we consider wage levels of skilled personnel to be satisfactory. Our business depends on maintaining large numbers of agents to service our clients' business needs, and we tend not to terminate agents on short notice to respond to temporary declines in demand in excess of agreed levels, as rehiring and retraining agents at a later date would force us to incur additional expenses, and any termination of our employees would also involve significant additional costs in the form of severance payments to comply with labor regulations in the various jurisdictions in which we operate our business. Additionally, the hiring and training of our agents in response to increased demand takes time and results in additional short-term expenses. Wage increases or other expenses related to the termination of our employees may also impact us.

If our solutions do not comply with the quality standards required by our clients under our agreements, our clients may assert claims for reduced payments to us or substantial damages against us.

Many of our client contracts contain service level and performance requirements, including requirements relating to the quality of our solutions. Failure to meet service requirements or real or perceived errors made by our employees in the course of delivering our solutions could result in a reduction of revenue. In addition, in connection with our service contracts, certain representations are made, including representations relating to the quality and experience of our personnel. A failure or inability to meet these requirements or a breach of such representations could result in a claim for substantial damages against us and seriously damage our reputation and affect our ability to attract new business.

The consolidation of our clients or potential clients may adversely affect us.

Consolidation of the potential users of our solutions may decrease the number of clients who contract our solutions. Any significant reduction in or elimination of the use of the solutions we provide as a result of consolidation would result in reduced revenue to us and could harm our business. Such consolidation may encourage clients to apply increasing pressure on us to lower the prices we charge for our solutions.

Our clients may decide to enter into or further expand insourcing activities in the future

Our current agreements with our clients do not prevent our clients from insourcing services that are currently outsourced to us, and none of our clients have entered into any non-compete agreements with us. Our current clients may seek to insource services similar to those we provide. Any decision by our clients to enter into or further expand insourcing activities in the future could cause us to lose a significant volume of business.

Moreover, companies may not continue to leverage outsourcing services at the same volumes and their outsourcing could be reversed by factors beyond our control, including negative perceptions attached to outsourcing activities or government regulations against outsourcing activities. Current or prospective clients may elect to perform such services in-house that may be associated with using an offshore provider. Political opposition to outsourcing services and / or outsourcing activities may also arise in certain countries if there is a perception that such actions have a negative effect on domestic employment opportunities.

We may be unable to continue to anticipate our clients' needs by adapting to market and technology trends.

Our success depends, in part, upon our ability to anticipate our clients' needs by adapting to market and technology trends, industry standards and client preferences. We may need to invest significant resources in research and development or incur significant expenses in an effort to invest in our technology, solutions, and communications infrastructure, keep pace with customer preferences, or to gain a competitive advantage through technological expertise or new technologies. The use of technology in our industry has and will continue to expand and change rapidly. However, we may not be able to modify our current solutions or develop, introduce and integrate new solutions or information systems in a timely manner or on a cost-effective basis. There can be no assurance these efforts will be adequate to meet our future needs or to maintain our competitiveness, nor that we will have sufficient capacity or capital to meet these challenges.

If we are unable or fail to further refine and enhance our solutions or to anticipate innovation opportunities and keep pace with evolving technologies, our solutions could become noncompetitive or obsolete and as a result we may be less attractive to existing and new clients, our clients may terminate their relationship with us or choose to divert their business elsewhere, and our revenue and market share may decline as a result. In addition, we may experience technical problems and additional costs as we introduce new solutions, deploy future iterations of our solutions, and integrate new solutions with existing client systems and workflows.

In addition, we plan to expand across client industries and enter new industry verticals. If we are unable to successfully adapt our solutions to new industry verticals, our potential growth opportunities could be compromised.

We may not be successful in converting visitors to our customer acquisition websites into purchasers or subscribers.

The growth of our customer acquisition business through our ibex Digital offerings depends in part upon growth in the number of our customers or subscribers we are able to acquire for our clients. The rate at which we convert consumers into customers or subscribers using our customer acquisition websites is a significant factor in the growth of our customer acquisition business. A number of factors could influence this conversion rate for any given period, some of which are outside of our control. These factors include:

- the quality of the consumer experience on our customer acquisition websites and with our delivery center;
- the variety and affordability of the products and services that we offer on behalf of our clients and carrier partners;
- system failures or interruptions in the operation of our customer acquisition websites; and
- changes in the mix of consumers who are referred to us through our direct marketing partners, online advertising subscriber acquisition channels and other marketing channels.

Even if the rate at which we convert visitors to customers or subscribers declines, the marketing and lead generation costs that have already been incurred are unlikely to decline correspondingly. Therefore, such a decline in conversion rate of consumers visiting our customer acquisition websites is likely to result in reduced revenue and a further reduced margin.

We face substantial competition in our business.

The market in which we compete, which is comprised of the customer acquisition, customer engagement and customer experience management market segments, is highly fragmented and continuously evolving. We face competition from a variety of companies, including some of our own clients, which operate in distinct segments

of the customer lifecycle journey. These segments are very competitive, and we expect competition to remain intense from a number of sources in the future. We believe that some of the most significant competitive factors in the markets in which we operate are service quality, value-added service offerings, industry experience, advanced technological capabilities, global coverage, reliability, scalability, security and price. The trend toward near- and offshore outsourcing, international expansion by foreign and domestic competitors and continued technological changes may result in new and different competitors entering our markets. These competitors may include entrants from the communications, software and data networking industries or entrants in geographical locations with lower costs than those in which we operate.

Some of our existing and future competitors have or will have greater financial, human and other resources, longer operating histories, greater technological expertise and more established relationships in the industries that we currently serve or may serve in the future. In addition, some of our competitors may enter into strategic or commercial relationships among themselves or with larger, more established companies in order to increase their ability to address customer needs and reduce operating costs or enter into similar arrangements with potential clients. Further, trends of consolidation in certain of our industries and among competitors may result in new competitors with greater scale, a broader footprint, better technologies and price efficiencies attractive to our clients. Increased competition, our inability to compete successfully, pricing pressures or loss of market share could result in reduced operating profit margins and diminished financial performance.

We may acquire other companies in pursuit of growth, which may divert our management's attention, result in dilution to our shareholders, be unsuccessful, and consume resources that are necessary to sustain our business.

Mergers or acquisitions may disrupt our business, divert our resources and require significant management attention that would otherwise be available for the development of our business. Negotiating these transactions can be time-consuming, difficult and expensive, and our ability to complete these transactions may be subject to conditions or approvals that are beyond our control, including anti-takeover and antitrust laws in various jurisdictions. Consequently, these transactions, even if undertaken and announced, may not close or be successful.

An acquisition, investment or new business relationship may result in unforeseen operating difficulties and expenditures. In particular, we may encounter difficulties assimilating or integrating the businesses, technologies, services, products, personnel or operations of acquired companies, particularly if the key personnel of the acquired company choose not to work for us, the acquired company's technology is not easily compatible with ours or we have difficulty retaining the customers of any acquired business due to changes in management or otherwise. Moreover, the anticipated benefits of any merger, acquisition, investment or similar partnership may not be realized or we may be exposed to unknown liabilities, including litigation against the companies we may acquire. For one or more of those transactions, we may:

- issue additional equity securities that would dilute our shareholders;
- use cash that we may need in the future to operate our business;
- incur debt on terms unfavorable to us or that we are unable to repay or that may place burdensome restrictions on our operations or cash flows;
- incur large charges or substantial liabilities; or
- become subject to adverse tax consequences, or substantial depreciation or amortization, deferred compensation or other acquisition related accounting charges.

If we fail to adequately protect our intellectual property and proprietary information in the United States and abroad, our competitive position could be impaired, and we may lose valuable assets, experience reduced revenues and incur costly litigation to protect our rights.

We believe that our success is dependent, in part, upon protecting our intellectual property and proprietary information. We rely on a combination of intellectual property registrations, trade secrets and contractual restrictions to establish and protect our intellectual property. However, the steps we take to protect our intellectual property may provide only limited protection and may not now or in the future provide us with a competitive advantage. We may not be able to protect our intellectual property if we are unable to enforce our rights or if we do not detect unauthorized use of our intellectual property. Any of our intellectual property rights may be challenged by others or invalidated through administrative process or litigation. Furthermore, legal

standards relating to the validity, enforceability and scope of protection of intellectual property rights are uncertain. Despite our precautions, it may be possible for unauthorized third parties to copy our technology and use information that we regard as proprietary to create products and services that compete with our solutions. In addition, the laws of some countries do not protect proprietary rights to the same extent as the laws of the United States.

No assurance can be given that confidentiality, invention assignment, and related agreements entered into by the Company will be effective in controlling access to and the distribution of our proprietary information. Further, such agreements may not prevent potential competitors from independently developing technologies that are substantially equivalent or superior to ours, in which case we would not be able to assert trade secret rights.

We may be required to spend significant resources to monitor and protect our intellectual property rights. Litigation may be necessary in the future to enforce our intellectual property rights and to protect our trade secrets. Such litigation could be costly, time consuming and distracting to management and could result in the impairment or loss of portions of our intellectual property. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims and countersuits attacking the eligibility, validity and enforceability of our intellectual property rights. Our inability to protect our proprietary technology against unauthorized copying or use, as well as any costly litigation, could make it more expensive for us to do business and adversely affect our operating results by delaying further sales or the implementation of our technologies, impairing the functionality of our platform and solutions, delaying introductions of new features or applications or injuring our reputation.

Financial, Accounting, and Economic Risks

If we are unable to fund our working capital requirements and new investments, we could be adversely affected.

Our business is characterized by high working capital requirements and the need to make new investments in operating sites and employee resources to meet the requirements of our clients. Similar to our competitors in this industry, we incur significant start-up costs related to investments in infrastructure to provide our solutions and the hiring and training of employees, such expenses historically being incurred before revenues are generated.

We are exposed to adverse changes in our clients' payment policies. If our key clients implement policies which extend the payment terms of our invoices, our working capital levels could be adversely affected, and our financing costs may increase. We would be adversely affected if we are unable to fund our working capital requirements, access financing at competitive rates or make investments to meet the expanding business of our existing and potential new clients.

Our operating results may fluctuate from quarter to quarter due to various factors.

Our operating results may vary significantly from one quarter to the next and our business may be impacted by factors such as client loss, the timing of new contracts and of new product or service offerings, termination of existing contracts, variations in the volume of business from clients resulting from changes in our clients' operations, the business decisions of our clients regarding the use of our solutions, start-up costs, delays or difficulties in expanding our operating facilities and infrastructure, delays or difficulties in recruiting, changes to our revenue mix or to our pricing structure or that of our competitors, inaccurate estimates of resources and time required to complete ongoing projects, currency fluctuation and seasonal changes in the operations of our clients. The financial benefit of gaining a new client may not be recognized at the intended time due to delays in the implementation of our solutions or negatively impacted due to an increase in the start-up costs.

Based on our experience, the BPO industry experiences increased volumes during the fourth calendar quarter of the year. These seasonal effects also cause differences in revenues and income among the various quarters of any financial year, which means that the individual quarters of a year should not be directly compared with each other or used to predict annual financial results.

The sales cycle for our solutions, which may extend up to two years, and the internal budget and approval processes of our prospective clients, make it difficult to predict the timing of new client engagements.

General economic uncertainty in global markets and unfavorable global economic conditions including inflation, rising interest rates, recession, and foreign exchange fluctuations, could adversely affect us.

Our results of operations may vary based on the impact of changes in the global economy on our clients. Global economic conditions, including inflation, rising interest rates, recession, and foreign exchange fluctuations, affect us, our clients' businesses, and the markets in which we and they operate. While it is often difficult to predict the impact of general global economic conditions on our business, unfavorable global economic conditions, such as those that occurred during the global financial crisis and economic downturn in 2008 and more recently, during and immediately after the COVID-19 pandemic (the "Pandemic"), could adversely affect the demand for some of our clients' products and services and, in turn, could cause a decline in the demand for our solutions. Additionally, several of our clients, particularly in the Telecommunication and Technology verticals, have experienced substantial price competition. As a result, we face increasing price pressure from such clients, which, if continued, could negatively affect our operating and financial performance.

Our business and future growth depend largely on continued demand for our solutions from clients based in the United States. We derived 97% of our revenue from customers based in the United States during the fiscal year ended June 30, 2024. In addition, a significant portion of our clients are concentrated in the Retail and E-commerce industry. For the fiscal year ended June 30, 2024, 25.4% of our revenue was derived from clients in the Retail & E-commerce vertical, 15.0% of our revenue was derived from clients in the Telecommunication vertical, 8.4% of our revenue was derived from clients in the Technology vertical, and 4.3% of our revenue was derived from clients in the Cable vertical. For these reasons, among others, the occurrence or persistence of unfavorable economic conditions could adversely affect our business, results of operations, financial condition and prospects.

See also the risk factor entitled *Fluctuations against the U.S. dollar in the local currencies in the countries in which we operate could have a material effect on our results of operations.*

The inability or unwillingness of clients that represent a large portion of our accounts receivable balance to pay such balances in a timely fashion could adversely affect our business.

We often carry significant accounts receivable balances from a limited number of clients that generate a large portion of our revenues. A client may become unable or unwilling to pay its balance in a timely fashion due to, for example, a general economic slowdown, economic weakness in its industry, the financial insolvency of its business or a dispute as to the services provided. Our efforts to monitor our accounts receivable balances may not successfully identify or predict a client's financial inability or unwillingness, for any reason, to pay a large accounts receivable balance, which would adversely impact our financial condition and cash flow and could adversely impact our ability to draw upon our receivables-backed lines of credit.

Our existing debt covenants may affect our flexibility in operating, developing and expanding our business.

Our main financing arrangement contains certain covenants and restrictions including limits on our ability and our subsidiaries' ability to incur additional debt, pay dividends and make certain investments. Complying with these covenants may cause us to take actions that make it more difficult to successfully execute our business strategy and we may face competition from companies not subject to such restrictions. Moreover, our failure to comply with these covenants could result in an event of default or refusal by our creditors to renew certain of our loans which may have a material adverse effect on our business, financial condition, results of operation and prospects.

If our goodwill or intangible assets become impaired, we could be required to record a significant charge to earnings.

We had goodwill and other intangible assets totaling \$12.5 million as of June 30, 2024. We review our goodwill and indefinite-lived intangible assets for impairment at least annually or more frequently if events or changes in circumstances indicate the carrying value may not be recoverable. Factors that may be considered a change in circumstances indicating that the carrying value of our goodwill or indefinite-lived intangible assets may not be recoverable include declines in stock price, market capitalization or cash flows and slower growth rates in our industry. We could be required to record a significant charge to earnings in our financial statements during the

period in which any impairment of our goodwill or indefinite-lived intangible assets were determined. In the year ended June 30, 2024, we did not recognize any impairment of goodwill or indefinite-lived intangible assets.

Our ability to use our net operating loss carry forwards may be subject to limitation.

As of June 30, 2024, for income tax purposes, we had approximately \$16.7 million in estimated U.S. state and international net operating loss carry forwards that will begin to expire between 2023 and 2039. The timing and manner in which we may utilize net operating losses may be limited by a lack of future taxable income which could adversely affect our ability to utilize our net operating losses before they expire. In general, net operating losses in one country cannot be used to offset income in any other country and net operating losses in one state cannot be used to offset income in any other state. Accordingly, we may be subject to tax in certain jurisdictions even if we have unused net operating losses in other jurisdictions. Furthermore, each jurisdiction in which we operate may have its own limitations on our ability to utilize net operating losses or tax credit carryovers generated in that jurisdiction. These limitations may increase our U.S. state or foreign income tax liability.

Operational Risk

Our business relies heavily on technology, telephone and computer systems as well as third-party telecommunications providers, which subjects us to various uncertainties.

We rely heavily on sophisticated and specialized communications and computer technology coupled with third-party telecommunications and bandwidth providers to provide high-quality and reliable real-time solutions on behalf of our clients through our delivery centers. In our Customer Acquisition solution, the majority of our sales are conducted via sales queues in our contact centers. In both our Customer Acquisition solution and our Customer Engagement solution, we are typically required to record and maintain recordings of telephonic interactions with customers. We rely on telephone, call recording, customer relationship management and other systems and technology in our contact center operations. Our operations, therefore, depend on the proper functioning of our equipment and systems, including telephone, hardware and software. Third-party suppliers provide most of our systems, hardware and software, while our development teams build some in-house. We also rely on the telecommunications and data services provided by local communication companies in the countries in which we operate as well as domestic and international long distance service providers. In addition, in some areas of our business, we depend upon the quality and reliability of the services and products of our clients which we help sell to their end customers.

If the solutions we provide to our clients experience technical difficulties or quality issues, if key technology systems and facilities are damaged or compromised, or there are any disruptions in the delivery of our services, we may have a harder time selling services and products to end customers and may be required to make unexpected investments in new systems or technology. Prolonged disruption of our solutions, even if due to events beyond our control, could also entitle our clients to terminate their contracts with us or result in other brand and reputational damages.

The integration of AI and generative AI technology into our offerings, including our use of third-party providers, could result in operational and reputational harm.

We are increasingly integrating AI into our solutions, including the use of third-party provider offerings, to better position ourselves to offer our clients the most robust set of solutions, while also implementing appropriate governance and controls for its use. AI is still emerging and likely to be an essential part of our future service offerings. The development, adoption, and use of generative AI technologies is still in their infancy, and inadequate AI development or deployment practices by us or our third-party developers or vendors could lead to unintended consequences. While AI offers significant benefits, it also presents risks and challenges to our business. Some of the recently brought to market third-party AI solutions have the potential of replacing some of our lower tier service offerings. At the same time, AI solutions are evolving and are not infallible, and issues with data sourcing, technology integration, program bias in decision-making algorithms, flawed algorithms based on insufficient or biased data sets, security challenges and the protection of personal information and privacy could impair our successful and effective adoption of this technology. Additionally, any latency, disruption, or failure in these AI systems or infrastructure could cause delays or errors in our offerings.

We are also dependent, in part, on our third-party provider offerings and their ability to effectively and quickly integrate their AI into our solutions. We may not have full control over the quality and performance of third-party providers, and therefore, any unexpected deficiencies or problems arising from these third-party providers may cause significant interruptions in the operation of our business. If our AI solutions or those of our third-party providers are deployed before they are perfected and the output from these AI solutions is deemed by clients to be questionable or inaccurate, our brand and reputation may be harmed and our results of operations may be impacted. On the other hand, if we are too slow to market and are unable to timely and effectively integrate and deploy AI in our offerings, we could fall behind our competitors and our results of operations and future prospects may also be impacted. Developing, testing, and deploying resource-intensive AI systems may require additional investment and increase our costs.

Our business is heavily dependent upon our international operations, particularly in the Philippines, Jamaica, Pakistan and Nicaragua and any disruption to those operations would adversely affect us.

Our international operations, particularly in the Philippines, Jamaica, Pakistan and Nicaragua, and our ability to maintain our offshore facilities in those jurisdictions is an essential component of our business model, as the labor costs in certain of those jurisdictions are substantially lower than the cost of comparable labor in the United States and other developed countries, which allows us to competitively price our solutions. Our competitive advantage will be greatly diminished and may disappear altogether as a result of a number of factors, including the failure of power grids in certain of the countries in which we operate, which are subject to frequent outages, and those listed in the risk factors entitled:

- *“Natural events, health epidemics, geopolitical conditions, including developing or ongoing conflicts, widespread civil unrest, terrorist attacks and other acts of violence involving any of the countries in which we or our clients have operations could adversely affect our operations and client confidence.”;*
- *“Fluctuations against the U.S. dollar in the local currencies in the countries in which we operate could have a material effect on our results of operations.”;*
- *“Our global operations expose us to numerous legal and regulatory requirements.”;* and
- *“We rely on the attraction, retention, and motivation of qualified senior management, employees, and agents to support our success and operations.”*

We rely on the attraction, retention, and motivation of qualified senior management, employees, and agents to support our success and operations.

Our business depends to a significant extent on our ability to attract, hire, train and retain our senior management, large numbers of trained agents and other employees, such as technologists, and other key personnel who enable us to keep pace with growing demands for outsourcing, evolving industry standards, new technology applications and changing client preferences. If we fail to maintain good relations with our employees, we could suffer a strike or other significant work stoppage or other form of industrial action, which could harm us. We may not be able to retain our key personnel or recruit skilled personnel with appropriate qualifications and experience, or to attract, train, and integrate personnel with necessary experience and skills. The outsourcing industry experiences high employee turnover. We operate globally and are subject to varied and changing employment and immigration laws. In each of the industries in which we participate, there is competition for experienced senior management and personnel with industry-specific expertise. We could be negatively impacted if there is increased competition for these employees, particularly in tight labor markets, if there are impactful changes in employment, immigration, or other applicable laws, or if we lose key members of our personnel, particularly to competitors. Additionally, a significant increase in the turnover rate among trained employees could increase our costs and decrease our operating profit margins.

We may also need to increase employee compensation more than in previous periods to remain competitive in attracting the quantity and quality of employees that our business requires. For the fiscal year ended June 30, 2024, payroll and related costs and share-based compensation expense accounted for \$338 million, or 67%, of our revenue. Employee benefits expenses in each of the countries in which we operate are a function of the country's economic growth, level of employment and overall competition for qualified employees in the country. In most of the geographies in which we operate, we have experienced increasing labor costs due to increased demand and greater competition for qualified employees.

Natural events, health epidemics, geopolitical conditions, including developing or ongoing conflicts, widespread civil unrest, terrorist attacks and other acts of violence involving any of the countries in which we or our clients have operations could adversely affect our operations and client confidence.

Natural events (such as floods and earthquakes), health epidemics (including the Pandemic), geopolitical conditions, including developing or ongoing conflicts, widespread civil unrest, terrorist attacks and other acts of violence could result in significant worker absenteeism, increased attrition rates, lower asset utilization rates, voluntary or mandatory closure of our facilities, our inability to meet dynamic employee health and safety requirements, our inability to meet contractual service levels for our clients, our inability to procure essential supplies, travel restrictions on our employees, and other disruptions to our business. For example, a substantial portion of our operations are conducted in the Philippines, Jamaica, Pakistan, and Nicaragua, which have experienced and may continue to face political instability and unrest, natural disasters, acts of terrorism, crime, or similar risks. In addition, these events could adversely affect global economies, financial markets and our clients' levels of business activity. Any of these events, their consequences or the costs related to mitigation or remediation could impact us. Insurance may not be sufficient to guarantee costs of repairing the damage caused by such disruptive events and such events may not be covered under our insurance policies.

Fluctuations against the U.S. dollar in the local currencies in the countries in which we operate could have a material effect on our results of operations.

During the fiscal year ended June 30, 2024, 3% of our revenue was generated in currencies other than the U.S. dollar. A portion of our costs and expenses that were incurred outside of the United States were paid in foreign currencies, mostly the local currencies of the Philippines, Jamaica, and Pakistan. During the year ended June 30, 2024, out of our total payroll and related costs, 30.9% were incurred in the Philippines Peso, 15.5% were incurred in the Jamaican Dollar and 8.7% were incurred in the Pakistani Rupee. To a lesser extent, we also have exposures to the Nicaraguan Cordoba, Great British Pound, Canadian Dollar, and Honduran Lempira. Because our financial statements are presented, and revenues are primarily generated, in U.S. dollars, whereas some portion of the cost is incurred in foreign currencies, any significant unhedged fluctuations in the currency exchange rates between the U.S. dollar and the currencies of countries in which we incur costs in local currencies will affect our results of operations and financial statements. This may also affect the comparability of our financial results from period to period, as we convert our subsidiaries' statements of financial position into U.S. dollars from local currencies at the period-end exchange rate, and income and cash flow statements at average exchange rates for the year. See "Item 7A. Quantitative and Qualitative Disclosures about Market Risk" for more information.

As we increase our revenues from non-U.S. locations and expand our solution delivery or back office footprint to other international locations, this effect may be magnified. We engage in hedging strategies in an effort to reduce the adverse impact of fluctuations in foreign currency exchange rates, which may not be successful. See "Item 7A. Quantitative and Qualitative Disclosures about Market Risk" for more information.

We depend upon internet search engines to attract a significant portion of the consumers who visit our customer acquisition websites, and we would be negatively impacted if we are unable to advertise on search engines on a cost-effective basis.

We maintain a number of different customer acquisition websites to market our clients' offerings to consumers in their target customer segments. Such client service offerings include cable, internet and paid television services. We derive a significant portion of our customer acquisition website traffic from consumers who search products or services using Internet search engines, such as Google and Bing. A critical factor in attracting consumers to our customer acquisition websites is whether our clients' offerings are prominently displayed in response to an internet search relating to specific products or services that we market. Search engines typically provide two types of search results: unpaid (natural) listings and paid advertisements. We rely on both types to attract consumers to our customer acquisition websites.

Unpaid search result listings are determined and displayed in accordance with a set of formulas or algorithms developed by the particular internet search engine. The algorithms determine the order of the listing of results in response to the consumer's internet search. From time to time, search engines revise these algorithms. In some instances, these modifications have caused our customer acquisition websites to be listed less prominently in unpaid search results, which has resulted in decreased traffic to these websites. Our customer

acquisition websites may also become listed less prominently in unpaid search results for other reasons, such as search engine technical difficulties, search engine technical changes and changes we decide to make to our websites. In addition, search engines have deemed the practices of some companies to be inconsistent with search engine guidelines and decided not to list their websites in search result listings at all. If we are listed less prominently in search result listings for any reason, the traffic to our customer acquisition websites would likely decline. If we decide to attempt to replace this traffic, we may be required to increase our marketing expenditures.

We also purchase paid advertisements on search engines to attract users to our customer acquisition websites. We typically pay a search engine for prominent placement of our name and website when certain specific terms are searched on the search engine, regardless of the unpaid search result listings. In some circumstances, the prominence of the placement of our name and website is determined by a combination of factors, including the amount we are willing to pay and algorithms designed to determine the relevance of our paid advertisement to a particular search term. We bid against our competitors and others for the display of these paid search engine advertisements. If there is increased competition for the display of paid advertisements in response to search terms related to our business, our advertising expenses could rise significantly or we could reduce or discontinue our paid search advertisements, either of which could harm our business, operating results and financial condition.

In addition to marketing through internet search engines, we frequently enter into contractual marketing relationships with other online and offline businesses that promote us to their customers. These marketing partners include financial and online service companies, affiliate programs and online advertisers and content providers.

Many factors influence the success of our relationship with our marketing partners, including:

- the continued positive market presence, reputation and growth of the marketing partner;
- the effectiveness of the marketing partner in marketing our websites and services;
- the interest of the marketing partner's customers in the products and services that we offer on our customer acquisition websites;
- the contractual terms we negotiate with the marketing partner, including the marketing fee we agree to pay a marketing partner;
- the percentage of the marketing partner's customers that purchase products or services through our customer acquisition websites;
- the ability of a marketing partner to maintain efficient and uninterrupted operation of its website; and
- our ability to work with the marketing partner to implement website changes, launch marketing campaigns and pursue other initiatives necessary to maintain positive consumer experiences and acceptable traffic volumes.

If we are unable to maintain successful relationships with our existing marketing partners or fail to establish successful relationships with new marketing partners, our business could be negatively impacted.

We may face difficulties as we expand our operations into countries in which we have no prior operating experience.

We may expand our global operations to maintain an appropriate cost structure and meet our clients' needs. This may involve expanding into countries other than those in which we currently operate and where we have less familiarity with local procedures. It may involve expanding into less developed countries, which may have less political, social or economic stability and less developed infrastructure and legal systems. As we expand our business into new countries, we may encounter economic, regulatory, personnel, technological and other difficulties that increase our expenses or delay our ability to start up our operations or become profitable in such countries. This may affect our relationships with our clients.

If we expand our operations into new jurisdictions, we may be subject to increased operating costs, including higher employee compensation expenses in these new jurisdictions relative to our current operating costs.

We have entered into certain related-party transactions and may continue to rely on related parties for certain key development and support activities.

We have entered into, and may continue to enter into, transactions with affiliates of The Resource Group Limited (“TRGI”) for corporate and operational services. Such transactions may not have been entered into on an arm’s-length basis, and we may have achieved more favorable terms because such transactions were entered into with our related parties. We rely on, and will continue to rely on, our related parties to maintain these services. If the pricing for these services changes, or if our related parties cease to provide these services, including by terminating agreements with us, we may be unable to obtain replacements for these services on the same terms without disruption to our business. This could have a material effect on our business, results of operations and financial condition.

Our facilities operate on leasehold property, and the inability to renew our leases on commercially acceptable terms or at all may adversely affect our results of operations.

Our facilities operate solely on leasehold property. Our leases are subject to renewal, and we may be unable to renew such leases on commercially acceptable terms or at all. Our inability to renew our leases, or a renewal of our leases with a rental rate higher than the prevailing rate under the applicable lease prior to expiration, may have an adverse impact on our operations, including disrupting our operations or increasing our cost of operations. In addition, in the event of non-renewal of our leases, we may be unable to locate suitable replacement properties for our facilities or we may experience delays in relocation that could lead to a disruption in our operations. Any disruption in our operations could adversely affect us.

Legal and Regulatory Risks

Our global operations and customers expose us to numerous legal and regulatory requirements.

We operate in and provide solutions to our clients’ customers in multiple countries and continents around the world and in varied industries, including highly-regulated ones. We also have and may seek to expand operations in emerging market jurisdictions where legal systems may be less developed or familiar to us. As a result, we are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as outsourcing, anti-corruption, content requirements, trade restrictions and similar controls, tariffs, taxation, sanctions, export control, anti-corruption, anti-bribery, employment, immigration, internal and disclosure control obligations, securities regulation, anti-competition, data security, privacy, taxation, and labor protection and relations. We may be particularly impacted by legal regimes regarding the following:

- ***Data Privacy Laws.*** We and our customers may be subject to privacy- and data protection-related laws and regulations that impose obligations in connection with the collection, use, storage, transfer, dissemination, security, and/or other processing (“Processing”) of personal information (such personal information collectively with all information defined or described by applicable law as “personal data,” “personally identifiable information,” “PII” or any similar term, is referred to as personal information), data, financial data, health data or other similar data. In the United States, the privacy and data protection rules and regulations to which we may be subject include those promulgated under the authority of the Federal Trade Commission (“FTC”), state regulators, and regulator enforcement positions and expectations. Similarly, many foreign countries and governmental bodies, including the EU member states and the United Kingdom, have laws and regulations concerning the processing of personal information obtained from their residents and individuals located in the EU or UK or by businesses operating within their jurisdiction, which are often more restrictive and apply more broadly than those in the United States. We also are—or would be—subject to data protection and information security laws in other jurisdictions in which we operate, including in the Philippines and Pakistan. Laws in these and other countries are continuing to evolve. Any actual or perceived failure to safeguard personal information or other information in our possession or control, appropriately destroy or redact such data, or otherwise comply with these regulations may subject us to litigation, regulatory investigations, or enforcement actions, thus causing damage to our reputation and adversely affect our ability to attract or retain customers.
- ***Telecommunications Laws.*** Working with clients in the Telecommunication, Technology and Cable verticals means that we may process or come into possession of data that must be treated with special

care. For example, in the United States, telecommunications providers are subject to rules on the use and sharing of Customer Proprietary Network Information ("CPNI"). The Telecommunications Act of 1996 limits the uses to which such information may be put, and the parties with whom it may be shared, absent customer permission. It also requires that CPNI be adequately safeguarded. Two U.S. federal agencies, the FTC and the Federal Communications Commission ("FCC"), and various states have enacted laws including, at the federal level, the Telephone Consumer Protection Act of 1991, that restrict the placing of certain telephone calls and texts to residential and wireless telephone subscribers by means of automatic telephone dialing systems, prerecorded or artificial voice messages and fax machines. Internationally, we are also subject to similar laws imposing limitations on marketing calls to wireline and wireless numbers and compliance with do not call rules. These laws require companies to institute processes and safeguards to comply with these restrictions. Some of these laws can be enforced by the FTC, FCC, state attorney generals, foreign regulators or private party litigants.

- *Import and Export Laws.* Various countries regulate the import and export of certain encryption and other technology, including import and export permitting and licensing requirements, and have enacted laws that could limit our ability to distribute our products or could limit our users' ability to access our products in those countries. Changes in our products, or future changes in export and import regulations may prevent our users with international operations from utilizing our products globally or, in some cases, prevent the export or import of our products to certain countries, governments, or persons altogether. Any change in export or import regulations, economic sanctions, or related legislation, or change in the countries, governments, persons, or technologies targeted by such regulations, could result in decreased use of our products by, or in our decreased ability to export or sell products to, existing or potential users with international operations.
- *Anti-Corruption Laws.* In many parts of the world, including countries in which we operate or seek to expand, practices in the local business community may not conform to international business standards and could violate anti-corruption laws or regulations, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 and the Bermuda Bribery Act of 2016. Our employees, subcontractors, agents and other third parties with which we associate could take actions that violate our policies or procedures designed to promote legal and regulatory compliance or applicable anti-corruption laws or regulations. As we continue our international business, we may also engage with distributors and third-party intermediaries to market our solutions and to obtain necessary permits, licenses, and other regulatory approvals. In addition, we or our third-party intermediaries may have direct or indirect interactions with officials and employees of government agencies or state-owned or affiliated entities.

U.S. laws can often differ in various respects from the laws of the Philippines, Jamaica, Pakistan, and Nicaragua, where we have significant operations, and other jurisdictions where we operate or may seek to expand. The enforcement, requirements, and interpretations of these laws and regulations may change, and new laws, regulations, or other legal obligations or industry standards may arise.

Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Compliance may also impair our competitiveness to the extent other jurisdictions have less or varied requirements for operation. Violations of one or more of these laws or regulations in the conduct of our business or in the performance of our obligations to our clients, including through third parties, could result in significant fines or penalties, civil enforcement actions, criminal prosecution or sanctions against us or our officers, disgorgement of profit, prohibitions on doing business, suspension or disqualification from work, including U.S. federal contracting, restrictions on the sale or supply of certain products and services, liability for significant monetary damages, unfavorable publicity and other reputational damage, restrictions on our ability to process information and allegations by our clients that we have not performed our contractual obligations. We can also be held liable for the corrupt or other illegal activities of third-party intermediaries, our employees, representatives, contractors, partners and agents, even if we do not explicitly authorize such activities. Due to the varying degrees of development of the legal systems of the countries in which we operate, local laws might be insufficient to protect our rights.

We cannot predict whether any material suits, claims, or investigations may arise in the future. Regardless of the outcome of any future actions, claims, or investigations, we may incur substantial defense costs and such actions may cause a diversion of management time and attention. Also, it is possible that we may be required to pay substantial damages or settlement costs.

Unauthorized or improper disclosure of personal information, breach of privacy, whether inadvertent or as the result of a cyber-attack or improperly by our employees, has resulted in liability and could harm us.

Our business depends significantly upon technology infrastructure, telephone systems, data and other equipment and systems. Internal or external attacks on any of those could disrupt the normal operations of our facilities and impede our ability to provide critical solutions to our clients, thereby subjecting us to liability under our contracts. In addition, our business involves the use, storage, and transmission of information about our employees, our clients, and customers of our clients in connection with our solutions such as personal information of the customers of our clients. Our security controls over our systems, as well as other security practices we follow, may not in the future prevent the improper access to or disclosure of personal information or proprietary information. Such incidents or disclosure could harm our reputation and subject us to significant liability under our client contracts and laws that protect personal information, resulting in increased costs or loss of revenue.

The Company previously experienced a cybersecurity incident in August of 2020. Threat actors may again attempt to penetrate our systems or those of our vendors or fraudulently induce our personnel or the personnel of our vendors to disclose information in order to gain access to our systems or data or seek to gain a fraudulent payment (such as through a phishing/wire fraud scheme). The number and complexity of these threats continue to increase over time. If a material breach of our information technology systems or those of our vendors occurs, the market perception of the effectiveness of our security measures could be harmed and our reputation and credibility could be damaged, resulting in increased costs and potential losses to the Company.

Our insurance coverage may not be adequate to cover losses associated with security incidents, and in any case, such insurance may not cover all of the types of costs, expenses and losses we could incur to address a security incident. For more information on these risks, see the Risk Factors entitled “*Our global operations and customers expose us to numerous legal and regulatory requirements*” and “*Our business relies heavily on technology, telephone and computer systems as well as third-party telecommunications providers, which subjects us to various uncertainties.*” For more information on the compliance costs related to applicable legal and regulatory requirements, see the discussion of Regulation in Part I, Item 1 of this Form 10-K.

Others could claim that we infringe on their intellectual property rights or violate contractual protections, which may result in substantial costs, diversion of resources and management attention and harm to our reputation.

We or our clients may be subject to claims that our technology infringes upon the intellectual property rights of others. Any such infringement claims may result in substantial costs, divert management attention and other resources, harm our reputation and prevent us from offering our solutions. A successful infringement claim against us could materially and adversely affect our business, resulting in our substituting inferior or costlier technologies into our platform and solutions, monetary damages, reasonable royalties or an injunction against providing some or all of our solutions.

In our contracts, we agree to indemnify our clients for expenses and liabilities resulting from claimed infringement by our solutions, in some cases excluding third-party components, of the intellectual property rights of others. In some instances, the amount of these indemnity obligations may be greater than the revenues we receive from the client under the applicable contract. In addition, we may develop work product in connection with specific projects for our clients. In some cases, we assign to clients intellectual property rights in and to some aspects of documentation or other work product developed specifically for these clients in connection with these projects, which may limit or prevent our ability to resell or reuse this intellectual property.

Risks Related to Being Incorporated in Bermuda

We may be impacted by tax matters, new legislation and actions by taxing authorities.

We may not be able to predict our future tax liabilities due to the international nature of our operations, as we are subject to the complex and varying tax laws and rules of several foreign jurisdictions. Our results of operations and financial condition could be adversely affected if tax contingencies are resolved adversely or if we become subject to increased levels of taxation. We are also subject to income taxes in the United States

and numerous other foreign jurisdictions. Our tax expense and cash tax liability in the future could be adversely affected by numerous factors, including, but not limited to, changes in tax laws, regulations, accounting principles or interpretations and the potential adverse outcome of tax examinations and pending tax-related litigation. For more information, see the risk factor entitled *“Our global operations and customers expose us to numerous legal and regulatory requirements.”*

In addition, our effective tax rate could be adversely affected by challenges to our intercompany transactions, changes in the valuation of deferred tax assets and liabilities, changes in tax laws or in their interpretation or enforcement, changes in the mix of earnings in countries with differing tax rates and changes in accounting principles, including U.S. GAAP. Tax rates and policies in the jurisdictions in which we operate may change materially as a result of shifting economic, social and political conditions.

The governments of foreign jurisdictions from which we deliver solutions may assert that certain of our clients have a “permanent establishment” in such foreign jurisdictions by reason of the activities we perform on their behalf, particularly those clients that exercise control over or have substantial dependency on our solutions. Such an assertion could affect the size and scope of the solutions requested by such clients in the future.

Transfer pricing regulations, to which we are subject, require that any transaction among us and our subsidiaries be on arm’s-length terms. If the applicable tax authorities were to determine that the transactions among us and our subsidiaries do not meet arm’s-length criteria, we may incur increased tax liability, including accrued interest and penalties.

On December 5, 2017, following an assessment of the tax policies of various countries by the Code of Conduct Company for Business Taxation of the European Union, the Council of the European Union (the “Council”) approved and published Council conclusions containing a list of “non-cooperative jurisdictions” for tax purposes. In response to the Council’s findings, on December 31, 2018, the Bermuda government enacted the Economic Substance Act 2018, and related regulations, as subsequently amended (the “Substance Act”), with effect from July 1, 2019 for existing Bermuda entities, requiring certain entities in Bermuda engaged in “relevant activities” to maintain a substantial economic presence in Bermuda and to satisfy economic substance requirements. The list of “relevant activities” includes holding entities and financing and leasing (which includes intra-group lending), and the legislation requires Bermuda companies engaging in a “relevant activity” to be locally managed and directed, to carry on core income generating activities in Bermuda, to maintain adequate physical presence in Bermuda, and to have an adequate level of local full time qualified employees and incur adequate operating expenditure in Bermuda. Under the Substance Act, any entity that must satisfy economic substance requirements but fails to do so could face automatic disclosure to competent authorities in the European Union of the information filed by the entity with the Bermuda Registrar of Companies in connection with the economic substance requirements and may also face financial penalties, restriction or regulation of its business activities or may be struck as a registered entity in Bermuda. As a result of implementing the Substance Act, Bermuda does not currently appear on the Council’s list of “non-cooperative jurisdictions” for tax purposes. However, in February 24, 2022, the Council temporarily added Bermuda to the list of cooperative jurisdictions that have committed to implement good tax governance principles (Annex II, also known as the “Grey List”), and in October 2022, Bermuda was returned to being “White Listed,” as it fully complied with the additional requirements of the Council. We are not able to predict how the Bermuda authorities will interpret and enforce the Substance Act or the potential impact of compliance or noncompliance on our results of operations and financial condition.

Moreover, the current U.S. administration and certain members of the U.S. Congress have stated that one of their top legislative priorities is significant reform of the Internal Revenue Code. On August 16, 2022, the United States enacted the Inflation Reduction Act of 2022 (the “Inflation Reduction Act”), which introduces a fifteen percent corporate minimum tax and a one percent excise tax on stock repurchases. We continue to evaluate the Inflation Reduction Act and its requirements, as well as its application to our business.

Prospective investors should consult their tax advisors regarding the potential impact to them of the Inflation Reduction Act and any subsequent legislative changes and administrative guidance to them. Furthermore, the Organization for Economic Cooperation and Development (the “OECD”) is leading an initiative under its base erosion and profit shifting (“BEPS”) project aimed at imposing a global minimum tax rate. On October 8, 2021, the OECD announced the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting, which agreed to a two-pillar solution to address tax challenges arising from the digitalization of the economy, with the intention

of implementing the proposed “Pillar One” in 2024. On December 20, 2021, the OECD released the Pillar Two Model Rules defining the global minimum tax, which call for the taxation of multinational enterprises (having consolidated revenues in excess of €750 million) at a minimum rate of 15%. The OECD continues to release additional guidance on the two-pillar framework with widespread implementation anticipated by 2024.

Although these rules are not currently applicable to the Company, the Company operates in participating countries that are expected to implement the OECD’s two-pillar agreement by entering into a multilateral convention and enacting domestic legislation by the end of 2024.

On December 27, 2023, the Government of Bermuda enacted the Bermuda Corporate Income Tax Act 2023 (the “Bermuda CIT Act”). Entities subject to tax under the Bermuda CIT Act are the Bermuda constituent entities of multi-national groups. A multi-national group is defined under the Bermuda CIT Act as a group of entities in more than one jurisdiction with consolidated revenues of at least €750 million for two of the four previous fiscal years. If Bermuda constituent entities of a multi-national group are subject to tax under the Bermuda CIT Act, such tax is charged at a rate of 15% of the net income of such constituent entities (as determined in accordance with the Bermuda CIT Act, including after adjusting for any relevant foreign tax credits applicable to the Bermuda constituent entities). Although the commencement date of the Bermuda CIT Act is January 1, 2024, no tax is chargeable under the Bermuda CIT Act until tax years starting on or after January 1, 2025. Our operations are subject to the requirements of the Bermuda CIT Act.

At this stage, it is difficult to predict whether and to what extent such legislative changes will impact us. We do not currently fall within the definition of a multi-national group as our annual revenues are less than €750 million for more than two of the four previous fiscal years and therefore, the tax payable under the Bermuda CIT Act does not apply to us. However, there may be legislation passed in other jurisdictions in the future which could have implications for us as an international company, which may increase our future global effective tax rate and have a material effect on our future financial position and results of operations.

We may become subject to taxes in Bermuda after 2035.

The Bermuda Minister of Finance, under the Exempted Undertakings Tax Protection Act 1966 of Bermuda, as amended, has given us assurances that if any legislation is enacted in Bermuda that would impose tax computed on profits or income, or computed on any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance tax, then the imposition of any such tax will not be applicable to us or any of our operations, shares, debentures or other obligations until March 31, 2035, except insofar as such tax applies to persons ordinarily residing in Bermuda or to any taxes payable by us in respect of real property owned or leased by us in Bermuda. Given the limited duration of the Bermuda Minister of Finance’s assurance, we cannot assure shareholders that we will not be subject to any Bermuda tax after March 31, 2035. However, on December 27, 2023, the Government of Bermuda enacted the Bermuda CIT Act, which will become effective for tax years beginning on or after January 1, 2025. Given the potential for the new corporate income tax regime in Bermuda to supersede the Minister of Finance’s assurance, the Company may become subject to taxes in Bermuda before March 31, 2035. The tax payable under the Bermuda CIT Act is not currently applicable to us as we do not meet the revenue threshold for a multi-national group under the definition of the Bermuda CIT Act, but this may change in the future, either in terms of our revenues or in terms of the threshold being reduced.

Bermuda law differs from the laws in effect in the United States and may afford less protection to holders of our common shares.

We are incorporated under the laws of Bermuda. As a result, our corporate affairs are governed by the Companies Act which differs in some material respects from laws typically applicable to U.S. corporations and shareholders, including the provisions relating to interested directors, amalgamations, mergers and acquisitions, takeovers, shareholder lawsuits and indemnification of directors. Generally, the duties of directors and officers of a Bermuda company are owed to the company only. Shareholders of Bermuda companies typically do not have rights to take action against directors or officers of the company and may only do so in limited circumstances. Class actions are not available under Bermuda law. The circumstances in which derivative actions may be available under Bermuda law are substantially more prescribed and less clear than they would be to shareholders of U.S. corporations. The Bermuda courts, however, would ordinarily be expected to permit a shareholder to commence an action in the name of a company to remedy a wrong to the company where the act complained of is alleged to be beyond the corporate power of the company or illegal, or would result in the

violation of the company's memorandum of association or bye-laws. Furthermore, consideration would be given by a Bermuda court to acts that are alleged to constitute a fraud against the minority shareholders or, for instance, where an act requires the approval of a greater percentage of the company's shareholders than that which actually approved it. However, our bye-laws contain a provision by virtue of which unless we consent in writing to the selection of an alternative forum, the United States District Court for the Southern District of New York will be the exclusive forum for any private action asserting violations by us or any of our directors or officers of the Securities Act or the Exchange Act, or the rules and regulations promulgated thereunder, and of all suits in equity and actions at law brought to enforce any liability or duty created by those statutes or the rules and regulations under such statutes. If any action the subject matter of which is within the scope of the preceding sentence is filed in a court other than the United States District Court for the Southern District of New York, the plaintiff or plaintiffs shall be deemed by this provision of the bye-laws (i) to have consented to removal of the action by us to the United States District Court for the Southern District of New York, in the case of an action filed in a state court, and (ii) to have consented to transfer of the action pursuant to 28 U.S.C. § 1404 to the United States District Court for the Southern District of New York. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all suits brought to enforce any duty or liability created by the Securities Act or the rules and regulations thereunder. Accordingly, there is uncertainty as to whether a court would enforce such provision with respect to claims under the Securities Act, and in any event, our shareholders cannot waive compliance with federal securities laws and the rules and regulations thereunder. If a court were to find the choice of forum provision to be unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions.

When the affairs of a company are being conducted in a manner that is oppressive or prejudicial to the interests of some shareholders, one or more shareholders may apply to the Supreme Court of Bermuda, which may make such order as it sees fit, including an order regulating the conduct of the company's affairs in the future or ordering the purchase of the shares of any shareholders by other shareholders or by the company. In addition, under our bye-laws and as permitted by Bermuda law, each shareholder has waived any claim or right of action against our directors or officers for any action taken by directors or officers in the performance of their duties, except for actions involving fraud or dishonesty. In addition, the rights of holders of our common shares and the fiduciary responsibilities of our directors under Bermuda law are not as clearly established as under statutes or judicial precedent in existence in jurisdictions in the United States, particularly the State of Delaware. Therefore, holders of our common shares may have more difficulty protecting their interests than would shareholders of a corporation incorporated in a jurisdiction within the United States.

Any U.S. or other foreign judgments obtained against us may be difficult to enforce against us in Bermuda.

We are incorporated in Bermuda and a significant portion of our assets is located outside the United States (in the jurisdictions that we operate). In addition, certain of our directors are non-residents of the United States. As a result, it may be difficult or impossible for U.S. investors to serve process within the United States upon us or our directors and executive officers, or to enforce a judgment against us for civil liabilities in U.S. courts.

In addition, investors should not assume that courts in the countries in which we are incorporated or where our assets are located would enforce judgments of U.S. courts obtained in actions against us based upon the civil liability provisions of applicable U.S. federal and state securities laws or would enforce, in original actions, liabilities against us based on those laws.

Risks Related to Our Common Shares

We are a "controlled company" within the meaning of the rules of Nasdaq and, as a result, qualify for, and intend to rely on, exemptions from certain corporate governance requirements.

Our bye-laws provide that any shareholder holding 50% or more of the nominal value of our voting shares will have the right to appoint five directors to our Board. If there is no such 50% holder, then any shareholder holding 25% or more of the nominal value of our voting shares (first in time as compared to any other 25% shareholder) will have the right to appoint five directors to our Board. Our Board is currently set at eight members. TRGI is the first-in-time shareholder, holding 32% by nominal value of the voting shares of the

Company as of June 30, 2024 and thus holds the right to appoint five of the eight members of our Board (a majority). As a result, we are a “controlled company” within the meaning of the corporate governance standards of Nasdaq. Under these rules, a company of which more than 50% of the voting power in the election of directors is held by an individual, group or another company is a “controlled company” and may elect not to comply with certain corporate governance requirements. For example, controlled companies may elect not to comply with certain Nasdaq listing standards that would otherwise require it to have:

1. a board of directors that is composed of a majority of “independent directors” as defined under the Nasdaq rules;
2. a compensation committee that is composed entirely of independent directors;
3. director nominations be made, or recommended to the full board of directors, by our independent directors or by a nomination committee that is composed entirely of independent directors.

Accordingly, investors may not have the same protections afforded to stockholders of companies that are subject to all of the corporate governance requirements of Nasdaq.

Our executive officers, directors and principal shareholders have the ability to control all matters submitted to shareholders for approval.

Our executive officers, directors and shareholders owning more than 5% of our outstanding common shares, which we refer to as our principal shareholders, beneficially own shares representing greater than 50% of our outstanding common shares as of June 30, 2024. As a result, if some or all of these shareholders were to choose to act together, they would be able to control all matters submitted to our shareholders for approval, as well as our management and affairs. For example, these persons, if they choose to act together, would control the election of directors and approval of any merger, amalgamation, consolidation or sale of all or substantially all of our assets. This concentration of voting power could delay or prevent an acquisition of the Company on terms that other shareholders may desire.

Our largest shareholder, The Resource Group International Limited, and its major shareholder, TRG Pakistan Limited, have substantial control over us and could limit our shareholders’ ability to influence the outcome of key transactions, including any change of control.

As of June 30, 2024, our largest shareholder, TRGI, beneficially owns, in the aggregate, approximately 32% of our outstanding common shares. As of June 30, 2024, TRG Pakistan Limited (“TRGP”), a publicly traded Pakistan corporation listed on the Pakistan Stock Exchange, beneficially owned 45% of TRGI’s outstanding voting securities (with an ability to vote up to 69% of TRGI’s total voting securities with the consent of the chief executive officer of TRGI). In addition, while TRGI has voting and dispositive control over its ibex shares, TRGP holds the economic interest in those shares. The members of the boards of directors of TRGP and TRGI have some overlap, and TRGP has the exclusive right to appoint three out of the seven directors at TRGI, with the remaining directors appointed jointly with or solely by other shareholders of TRGI. John Leone serves as a director of each of TRGI and TRGP. Mohammed Khaishgi serves as a director of each of TRGI and TRGP, and serves as the chief executive officer of TRGI.

Additionally, pursuant to a stockholder’s agreement, dated September 15, 2017, between TRGI and us (the “TRGI Stockholder’s Agreement”), we will not take or commit to take, or cause or permit any of our subsidiaries to take, certain enumerated actions without TRGI’s consent, to be withheld or given in TRGI’s sole discretion. The TRGI Stockholder’s Agreement will remain in effect until the date that TRGI ceases to hold 10% or more of all shares issued by us, as measured on an as-converted basis. As a result, we expect that TRGP and TRGI will be able to exert significant influence over our business. TRGP and TRGI may have interests that differ from interests of our shareholders and may cause TRGI’s shares in the Company to be voted in a way with which investors disagree and that may be adverse to shareholders’ interests. The concentration of ownership of our share capital may have the effect of delaying, preventing or deterring a change of control of the Company and its subsidiaries, as well as certain M&A activity and securities offerings, and could deprive our shareholders of an opportunity to receive a premium for their common shares as part of a sale of our company and may adversely affect the market price of our common shares. In addition, because of the terms of our bye-laws providing rights to TRGI, as the first-in-time shareholder of 25% or more of the nominal value of our voting

shares, to appoint a majority of our directors, we are able to take advantage of exemptions from the Nasdaq corporate governance rules for as long as we continue to qualify as a “controlled company” within the meaning of the Nasdaq corporate governance standards. For more information, see the risk factor entitled “*We are a “controlled company” within the meaning of the rules of Nasdaq and, as a result, qualify for, and intend to rely on, exemptions from certain corporate governance requirements.*”

The anticipated strategic and financial benefits of our relationship with Amazon may not be realized.

On November 13, 2017, we issued to Amazon.com NV Investment Holdings LLC, a subsidiary of Amazon.com, Inc. (“Amazon”), a 10-year warrant to acquire approximately 10.0% of our equity on a fully diluted and as-converted basis as of the date of issuance of the warrant (the “Amazon Warrant”). We issued this warrant to Amazon with the expectation that it would result in various benefits including, among others, growth in revenues and improved cash flows. Achieving the anticipated benefits from the Amazon Warrant is subject to a number of challenges and uncertainties. If we are unable to achieve our objectives or if we experience delays, the expected benefits may be only partially realized or not at all, or may take longer to realize than expected, which could adversely impact our financial condition and results of operations.

Our future earnings and earnings per share could be adversely impacted by the Amazon Warrant and if Amazon exercises its right to acquire our common shares pursuant to the Amazon Warrant, it will dilute the ownership interests of our then-existing shareholders and could adversely affect the market price of our common shares.

The Amazon Warrant increases the number of diluted shares reported, which has an effect on our fully diluted earnings per share. If Amazon exercises its right to acquire our common shares pursuant to the Amazon Warrant, it will dilute the ownership interests of our then-existing shareholders and reduce our earnings per share. In addition, any sales in the public market of any common shares issuable upon the exercise of the Amazon Warrant by Amazon could adversely affect the market price of our common shares.

We are an “emerging growth company” and a “smaller reporting company”, and certain exemptions from disclosure requirements available to us may make our common shares less attractive to investors.

We are an emerging growth company (“EGC”), as defined in the Jumpstart Our Business Startups Act (the “JOBS Act”), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not EGCs including, but not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002 (the “Sarbanes-Oxley Act”), reduced financial disclosure obligations, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and any golden parachute payments not previously approved. We may take advantage of these provisions until we are no longer an EGC. We would cease to be an EGC upon the earliest to occur of: the last day of the fiscal year in which we have more than \$1.235 billion in annual revenue; the date we qualify as a “large accelerated filer,” with at least \$700 million of equity securities held by non-affiliates; the issuance, in any three-year period, by us of more than \$1.0 billion in non-convertible debt securities; and the last day of the fiscal year ending after the fifth anniversary of our initial public offering. If we take advantage of any of these reduced reporting requirements in future filings, the information that we provide to our shareholders may be different than investors might get from other public companies in which they hold equity interests. We cannot predict if investors will find our common shares less attractive because we may rely on these exemptions. If some investors find our common shares less attractive as a result, there may be a less active trading market for our common shares and our share price may be more volatile.

Additionally, we qualify as a “smaller reporting company” as defined in Item 10(f)(1) of Regulation S-K. Smaller reporting companies may take advantage of certain reduced disclosure obligations, including, among other things, providing only two years of audited financial statements. We may take advantage of certain scaled disclosures available to smaller reporting companies for so long as we qualify as a smaller reporting company. To the extent we take advantage of such reduced disclosure obligations, it may also make comparison of our financial statements with other public companies difficult or impossible.

We incur increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies.

As a public company, we incur significantly greater legal, accounting and other expenses than we incurred as a private company. We are subject to the reporting requirements of the Exchange Act, the Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”), and Nasdaq rules and regulations. These requirements have increased and will continue to increase our legal, accounting and financial compliance costs and have made and will continue to make some activities more time consuming and costly.

The Sarbanes-Oxley Act requires, among other things, that we assess the effectiveness of our internal control over financial reporting annually and the effectiveness of our disclosure controls and procedures quarterly. In particular, Section 404 of the Sarbanes-Oxley Act (“Section 404”) requires us to perform system and process evaluation and testing of our internal control over financial reporting to allow management to report on, and our independent registered public accounting firm potentially to attest to, the effectiveness of our internal control over financial reporting. As an EGC, we avail ourselves of the exemption from the requirement that our independent registered public accounting firm attest to the effectiveness of our internal control over financial reporting under Section 404. However, we may no longer avail ourselves of this exemption when we cease to be an EGC. When our independent registered public accounting firm is required to undertake an assessment of our internal control over financial reporting, the cost of our compliance with Section 404 will correspondingly increase. Our compliance with applicable provisions of Section 404 will require that we incur substantial accounting expense and expend significant management time on compliance-related issues as we implement additional corporate governance practices and comply with reporting requirements. Moreover, if we are not able to comply with the requirements of Section 404 applicable to us in a timely manner, or if we or our independent registered public accounting firm identify deficiencies in our internal control over financial reporting that are deemed to be material weaknesses, the market price of our shares could decline and we could be subject to sanctions or investigations by the SEC or other regulatory authorities, which would require additional financial and management resources.

Furthermore, investor perceptions of the Company may suffer if deficiencies are found, and this could cause a decline in the market price of our common shares. Irrespective of compliance with Section 404, any failure of our internal control over financial reporting could have a material adverse effect on our stated operating results and harm our reputation. If we are unable to implement these requirements effectively or efficiently, it could harm our operations, financial reporting, or financial results and could result in an adverse opinion on our internal control from our independent registered public accounting firm.

After we are no longer an EGC, or sooner if we choose not to take advantage of certain exemptions set forth in the JOBS Act, we expect to incur significant expenses and devote substantial management effort toward ensuring compliance with the auditor attestation requirements of Section 404. In that regard, we will need to hire additional accounting and financial staff with appropriate public company experience and technical accounting knowledge.

If we are unable to maintain effective internal control over financial reporting, our results of operations and the price of our common shares could be adversely affected.

We cannot assure investors that the measures we have taken to date, and actions we may take in the future, will prevent potential future material weaknesses. In addition, our independent registered public accounting firm has not performed an evaluation of our internal control over financial reporting in accordance with the provisions of the Sarbanes-Oxley Act because no such evaluation has been required to date. Once we no longer qualify as an EGC, the independent registered public accounting firm that audits our financial statements will also be required to audit our internal control over financial reporting. Any delays or difficulty in satisfying these requirements could adversely affect our future results of operations and the price of our shares. Moreover, it may cost us more than we expect to comply with these control- and procedure-related requirements. Failure to comply with Section 404 or to implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results or cause us to fail to meet our reporting obligations could potentially result in a loss in investor confidence in our reported financial information and subject us to sanctions or investigations by regulatory authorities.

See “Item 9A. Controls and Procedures” for information on the material weakness that was identified as of June 30, 2023, which has been remediated as of June 30, 2024. If we are unable to successfully remediate any future material weaknesses in our internal control over financial reporting or identify any additional material weaknesses, the accuracy and timing of our financial reporting may be adversely affected, we may be unable to maintain compliance with securities law requirements regarding timely filing of periodic reports and applicable stock exchange listing requirements, investors may lose confidence in our financial reporting, and our share price may decline as a result.

Certain U.S. holders of our common shares may suffer adverse U.S. tax consequences if we are characterized as a passive foreign investment company.

Based on our gross income and the average value of our gross assets, and our current share price, as well as the nature of our business, we do not expect to be classified as a “passive foreign investment company,” or PFIC, for U.S. federal income tax purposes for the current tax year or in tax years in the foreseeable future. A corporation organized outside the United States generally will be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which at least 75% of its gross income is passive income or, on average, at least 50% of the gross value of its assets is attributable to assets that produce passive income or are held for the production of passive income. Passive income for this purpose generally includes dividends, interest, royalties, rents and gains from commodities and securities transactions. Our status in any taxable year will depend on our assets and activities in each year, and because this is a factual determination made annually after the end of each taxable year, there can be no assurance that we will not be considered a PFIC for the current taxable year or any future taxable year. The market value of our assets may be determined in large part by reference to the market price of our common shares, which is likely to fluctuate. If we were to be treated as a PFIC for any taxable year during which a U.S. holder held our common shares, however, certain adverse U.S. federal income tax consequences could apply to the U.S. holder.

A significant portion of our total outstanding shares may be sold into the market in the near future. This could cause the market price of our common shares to drop significantly, even if our business is doing well.

Sales of a substantial number of our common shares in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common shares. As of August 30, 2024, we have 16,803,198 outstanding common shares. Certain of our security holders have rights, subject to some conditions, to require us to file registration statements covering common shares that they hold or to include their shares in registration statements that we may file for ourselves or for other shareholders.

Anti-takeover provisions in our bye-laws could make an acquisition of us, which may be beneficial to our shareholders, more difficult and may prevent attempts by our shareholders to replace or remove our current management.

Provisions in our bye-laws may delay or prevent an acquisition of us or a change in our management. In addition, by making it more difficult for shareholders to replace members of the Board, these provisions also may frustrate or prevent any attempts by our shareholders to replace or remove our current management because the Board is responsible for appointing the members of our management team. These provisions include:

- the ability of the Board to determine the rights, preferences and privileges of our preferred shares and to issue the preferred shares without shareholder approval; and
- the ability of our major shareholder (i.e., a shareholder holding 50% or more; in the absence of such a holder, 25% or more) to appoint a majority of directors to the Board.

These provisions could make it more difficult for a third party to acquire us, even if the third party’s offer may be considered beneficial by many shareholders. As a result, shareholders may be limited in their ability to obtain a premium for their shares.

We have the ability to issue preferred shares without shareholder approval.

Our common shares may be subordinate to classes of preferred shares issued in the future in the payment of dividends and other distributions made with respect to the common shares, including distributions upon liquidation or dissolution. The Board is authorized to issue preferred shares without first obtaining shareholder approval. If we issue preferred shares, it will create additional securities that may have dividend or liquidation preferences senior to our common shares. If we issue convertible preferred shares, a subsequent conversion may dilute the current common shareholders' interest.

The market price of our common shares may be volatile.

The stock market in general, and the market for equities of newer public companies in particular, have been highly volatile. As a result, the market price of our common shares is likely to be similarly volatile, and investors in our common shares may experience a decrease, which could be substantial, in the value of their common shares, including decreases unrelated to our operating performance or prospects, or a complete loss of their investment. The price of our common shares could be subject to significant fluctuations in response to a number of factors, including those listed elsewhere in this "Risk Factors" section and others such as:

- variations in our operating performance and the performance of our competitors;
- actual or anticipated fluctuations in our quarterly or annual operating results;
- changes in our revenues or earnings estimates or recommendations by securities analysts;
- publication of research reports by securities analysts about us or our competitors in our industry;
- failure of securities analysts to initiate or maintain coverage of us, changes in ratings and financial estimates and the publication of other news by any securities analysts who follow the Company, or our failure to meet these estimates or the expectations of investors;
- our failure or the failure of our competitors to meet analysts' projections or guidance that we or our competitors may give to the market;
- additions or departures of key personnel;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- announcement of technological innovations by us or our competitors;
- the passage of legislation, changes in interpretations of laws or other regulatory events or developments affecting us;
- speculation in the press or investment community;
- changes in accounting principles;
- terrorist acts, acts of war or periods of widespread civil unrest;
- health pandemics (including the Pandemic);
- changes in general market and economic conditions;
- changes or trends in our industry;
- investors' perception of our prospects; and
- adverse resolution of any new or pending litigation against us.

In the past, securities class action litigation has often been initiated against companies following periods of volatility in their stock price. This type of litigation could result in substantial costs and divert our management's attention and resources and could also require us to make substantial payments to satisfy judgments or to settle or defend litigation.

We may not pay any dividends. Accordingly, investors may only realize future gains on their investments if the price of their common shares increases, which may never occur.

We have never declared or paid any dividends since becoming a public company in August 2020. We currently do not plan to declare dividends on our common shares in the foreseeable future. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. The payment of dividends, if any, would be at the discretion of the Board and would depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on payment of dividends present in our current and future debt agreements and other factors that the Board may deem relevant. Accordingly, if the Board deems it appropriate not to pay any dividends, our investors may only realize future gains on their investments if the price of their common shares increases, which may never occur.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 1C. CYBERSECURITY

Risk Management and Strategy

The Company recognizes the critical importance of developing, implementing, and maintaining effective cybersecurity measures to protect our information systems and provide for the confidentiality, integrity, and availability of our data, as well as that of our customers, business partners and employees. Our cybersecurity processes are integrated into our overall enterprise risk management framework so that cybersecurity risks can be evaluated and managed alongside other business risks. Such integration supports our effort to promote a company-wide culture of cybersecurity risk management.

Our cybersecurity risk management program is focused on the following key areas:

Risk Assessment. Our in-house security teams and third-party security firms periodically evaluate the Company's cybersecurity policies, processes, and practices. Such evaluations may include audits, assessments, penetration testing, threat modeling, tabletop exercises, and similar activities focused on evaluating the effectiveness of our cybersecurity processes and planning. The Company updates its cybersecurity policies, standards, processes, and practices periodically, as appropriate, based on the insights gained from these assessments, evolving industry standards, cybersecurity threat intelligence, changes to our infrastructure, and client-specific requirements.

The Company considers the following factors in assessing its cybersecurity risks, mitigation, and remediation strategies: the likelihood and degree of risk; potential impact, if a risk materializes; and the feasibility, cost and impact of controls. The specific controls used by the Company vary based on the systems and program involved, but typically include vulnerability and patch management, penetration testing, firewalls, intrusion prevention and detection systems, anti-malware (including anti-phishing) technical safeguards and access controls, privileged access management, endpoint threat detection and response, identity and access management, multi-factor authentication, logging and monitoring, cyber insurance, and physical security controls. The Company also incorporates threat intelligence and monitors emerging cybersecurity threats relevant to the BPO industry.

We have, and will continue to, integrate AI into our solutions, as well as explore potential third-party partnerships to help us be better positioned to offer our clients robust solutions. While AI offers significant benefits, it also presents risks and challenges. AI solutions are evolving and are not infallible, and we may encounter issues with data sourcing, technology integration, program bias into decision-making algorithms, security challenges and the protection of personal information and privacy. The Company typically conducts a risk assessment to identify potential threats and vulnerabilities in the third-party partners' systems, including reviews of data security, the AI model security, and compliance with applicable laws, regulations, and standards related to AI and data security.

Third-Party Risks. We have established processes to oversee and identify cybersecurity risks presented by third parties. Under these processes, contracts with third parties are to be reviewed for proper contractual controls, to include provisions mandating the implementation and maintenance of appropriate cybersecurity measures as well as legal recourse in the event of a security incident. We periodically conduct assessments of key vendor and business partners' cybersecurity practices and require them to adhere to our security standards, as appropriate. Additionally, we may perform additional due diligence on select third-party service providers by collecting and reviewing certifications when available. The Company also conducts periodic audits of third-party processes and certifications to consider their use of industry best practices.

Business Continuity, Incident Response and Disaster Recovery. The Company has established and maintains business continuity, incident response, and disaster recovery plans designed to address the Company's response to cybersecurity incidents and other potential disruptions. Our IT Security, Operations and Compliance teams routinely evaluate and update these plans to enhance our incident response preparedness. The Company also leverages third party incident response and threat detection services.

Education and Awareness. The Company provides regular, mandatory training for all personnel on cybersecurity threats and has processes and procedures in place to communicate out-of-cycle notices and

updates regarding the Company's information security policies, standards, processes, and practices by the CTO as needed.

As indicated above, we utilize a risk-based methodology to determine which security controls are appropriate for a particular circumstance, and it is possible we may not implement suitable controls if we fail to perceive, or underrate, a particular risk. Though we have confidence in the security measures and processes we deploy to protect from cybersecurity threats, neither ibex nor others we rely on may be able to completely, continuously, and successfully execute security controls as intended.

Governance

The Company's Board is responsible for overseeing cybersecurity risk management as part of its oversight of the Company's enterprise risk management framework. The Company's management team is responsible for the day-to-day oversight and management of cybersecurity risks, supported by our dedicated professionals responsible for cybersecurity, fraud, risk management, and compliance. Additionally, our Cybersecurity Committee, which is composed of certain of our executive management, legal and operations leaders, provides sponsorship and guidance to help achieve our management objectives. Our Vice President for IT Data Security ("VP, IT Data Security") reports to our Chief Technology Officer ("CTO") and assists in the day-to-day management of cybersecurity risks by leading the Information Security department and operationalizing our Information Security management systems.

Our current VP, IT Data Security, has led our Data Security Department for nine years and holds more than seventeen years of experience in cybersecurity, including security operations, cloud security, and risk management. He has extensive experience with enterprise information security controls and frameworks, such as ISO 27001, PCI DSS, SOC 2 Type II, and HITRUST. Additionally, he holds multiple certifications, including CISSP (Certified Information Systems Security Professional), CISA (Certified Information Security Auditor), and CISM (Certified Information Security Manager).

The CTO and VP, IT Data Security meet regularly with the Cybersecurity Committee to review the Company's management of information security risks, and the Cybersecurity Committee evaluates the adequacy of the Company's IT security program, compliance and controls with our CTO. In addition to scheduled meetings, the CTO, Cybersecurity Committee, and CEO maintain a regular dialogue regarding emerging or potential cybersecurity risks, which may include input from our third party vendors and other external sources. Together, they receive updates on significant developments in the cybersecurity domain from the CTO, as needed and quarterly. These updates, as well as other cybersecurity matters, are provided to the Company's Board by the CTO to support the Board's proactive and responsive oversight of cybersecurity related risks. The Board and executive management meet regularly to review cybersecurity risks and developments as part of our enterprise risk management framework.

Cybersecurity Threats

The Company previously experienced a cybersecurity incident in August of 2020. Although cybersecurity threats, including any previous cybersecurity incidents, have not materially affected the Company's business strategy, results of operations or financial condition, there can be no assurances that future cybersecurity incidents, which are unavoidable, will not materially affect our results of operations, including our business strategy, results of operations, or financial condition. Additional information on cybersecurity risks we face can be found in Part I, Item 1A. "Risk Factors - *Unauthorized or improper disclosure of personal information, breach of privacy, whether inadvertent or as the result of a cyber-attack or improperly by our employees, has resulted in liability and could harm us.*" which should be read in conjunction with the foregoing information.

ITEM 2. PROPERTIES

Our executive management offices are located in Washington, D.C., which consist of approximately 5,300 square feet of office space and serves as the headquarters for senior management and the financial, information technology and administrative departments.

As of June 30, 2024, we operated 29 delivery centers in the following countries:

Country	Number of centers	Number of workstations
United States	3	1,020
Philippines	8	7,825
Pakistan	9	2,932
Jamaica	4	3,878
Nicaragua	4	2,710
Honduras	1	476
Total	29	18,841

We lease all of our facilities and do not own any real property. Lease terms are negotiated on an individual basis and contain a wide range of different terms and conditions. Leases are typically made for a fixed period of two to fifteen years and may include renewal options to provide operational flexibility.

The Company believes that all of its facilities are adequately maintained and in good operating condition. We expect to procure additional space in the future as we continue to add employees and expand geographically to meet the demands of the business.

ITEM 3. LEGAL PROCEEDINGS

From time to time, the Company has been involved in legal actions, both as plaintiff and defendant, which arise in the ordinary course of business. The Company accrues for exposures associated with such legal actions to the extent that losses are deemed both probable and reasonably estimable. To the extent specific reserves have not been made for certain legal proceedings, their ultimate outcome, and consequently, an estimate of possible loss, if any, cannot reasonably be determined at this time.

Based on currently available information and advice received from counsel, the Company believes that the disposition or ultimate resolution of any current legal proceedings, except as otherwise specifically reserved for in its financial statements, will not have a material adverse effect on the Company's financial position, cash flows or results of operations. Refer to Note 9. "Commitments", included in Item 8. "Financial Statements and Supplementary Data" for additional information.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common shares began trading on the Nasdaq Global Market under the symbol "IBEX" on August 7, 2020. As of August 30, 2024, the sale price for the Company's common shares, as reported by the Nasdaq, was \$17.24 per share.

As of August 30, 2024, we had 139 holders of record of our common shares.

Dividend Distribution Policy

We currently do not plan to declare dividends on our common shares in the foreseeable future. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. The payment of dividends, if any, would be at the discretion of our Board and would depend on our results of operations, capital requirements, financial condition, prospects, contractual arrangements, any limitations on

payment of dividends present in our current and future debt agreements and other factors that our Board may deem relevant.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

The Board may authorize share repurchases of the Company's common shares. Purchases made pursuant to these authorizations may be carried out through open market or privately negotiated transactions, including block transactions and Rule 10b5-1 trading plans, depending on market conditions and in accordance with applicable rules and regulations, at times and in such amounts as the Company deems appropriate. The actual timing, number, and dollar amount of repurchase transactions will be determined by management at its discretion and will depend on a number of factors including, but not limited to, the market price of the Company's common shares, general market and economic conditions, and compliance with Rule 10b-18 and/or Rule 10b5-1 under the Exchange Act.

The Board will review the repurchase program periodically and may authorize adjustment of its terms and size, suspend or discontinue the program. The Company has and expects to fund future repurchases with its existing cash balance. The share repurchase program does not obligate the Company to acquire any particular amount of common shares.

On May 1, 2024, the Board authorized \$30 million in share repurchases during the next twelve months (the "2024 Share Repurchase Program"). The following table provides information related to our purchases of our common shares during the three months ended June 30, 2024:

Period	Total Number of Shares Purchased	Average Price Paid per Share ¹	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares That May Yet Be Purchased Under 2024 Share Repurchase Program (\$000s)
April 1 - 30, 2024	—	\$ —	—	\$ —
May 1 - 31, 2024	50,000	\$ 15.55	50,000	\$ 29,223
June 1 - 30, 2024	147,229	\$ 15.97	147,229	\$ 26,871
Total	197,229	\$ 15.86	197,229	\$ 26,871

Refer to Note 14. "Stockholders' Equity", included in Item 8. "Financial Statements and Supplementary Data" for more information on our share repurchases and further information on our share repurchase programs.

Recent Sale of Unregistered Securities and Use of Proceeds

None.

Stock Performance Graph

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information under this item.

ITEM 6. [RESERVED]

¹ The Average Price Paid per Share excludes broker commissions.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with the audited Consolidated Financial Statements and accompanying notes thereto included elsewhere in this Form 10-K. Unless otherwise noted, all of the financial information in this Form 10-K is consolidated financial information for the Company. The forward-looking statements in this discussion regarding our industry and the industries we serve, our expectations regarding our future performance, liquidity and capital resources and other non-historical statements in this discussion are subject to numerous risks and uncertainties. See "Cautionary Note Regarding Forward-Looking Statements" and Part I, Item 1A of this Form 10-K. Our actual results may differ materially from those contained in any forward-looking statements.

This Form 10-K includes certain historical consolidated financial and other data for IBEX Limited ("ibex," "we," "us," "our" or the "Company"). The following discussion provides a narrative of our financial condition and results of operations for the fiscal year ended June 30, 2024 compared to the fiscal year ended June 30, 2023. Discussion and analysis for the fiscal year ended June 30, 2023 compared to the fiscal year ended June 30, 2022 may be found in the Company's Annual Report on Form 10-K for the year ended June 30, 2023 filed with the SEC on September 13, 2023.

Overview

ibex delivers innovative business process outsourcing ("BPO"), smart digital marketing, online acquisition technology, and end-to-end customer engagement solutions to help companies acquire, engage, and retain valuable customers. Today, ibex operates a global customer experiences ("CX") delivery center model consisting of 29 delivery centers around the world, while deploying next-generation technology to drive superior customer experiences for many of the world's leading companies across various verticals, including Retail & E-commerce, HealthTech, FinTech, Utilities and Logistics. ibex leverages its diverse global team of approximately 30,000 employees together with industry-leading technology, including its Wave iX platform, to manage nearly 169 million customer interactions on behalf of our clients, driving a truly differentiated customer experience.

Business Highlights

During the fiscal year ended June 30, 2024, the Company continued to deliver a solid financial performance, in particular, growth in our digital-first solutions with leading clients in our Retail & E-commerce, HealthTech and Travel, Transportation & Logistics verticals. We closed two sites during the year to optimize utilization in our onshore and nearshore geographies. Despite macroeconomic conditions impacting our historical growth trends, as well as the unfavorable impact on our revenue from shifting mix from onshore to offshore geographies, the business performed well in several important areas, including profitability, strong free cash flows, new client wins with key clients in strategic verticals, and continued client and vertical diversification. As expected, our new sales pipeline and wins have picked up pace, with eighteen new clients during the fiscal year ended June 30, 2024 compared to ten in the prior year.

Recent Financial Highlights

The Company delivered revenues of \$508.6 million during the fiscal year ended June 30, 2024, a 2.8% decline compared to the prior year, largely due to the year over year migration of delivery from onshore to higher margin offshore regions, macroeconomic conditions, and external factors impacting the FinTech and Telecommunication verticals, partially offset by growth in the Retail & E-commerce, HealthTech, and Travel, Transportation & Logistics verticals. Net income during the year ended June 30, 2024 was \$33.7 million, a 6.6% increase from \$31.6 million during the prior year. The increase was driven by improved operational delivery, increased interest income on invested funds, and lower income tax expense which is attributed to changes in geographic mix, compared to the prior year. Fully diluted earnings per share of \$1.84 was up from \$1.67 in the prior year.

Trends and Factors Affecting our Performance

There are a number of key trends and factors that have affected and may affect our results of operations.

Macroeconomic Trends

Macroeconomic factors, including but not limited to, increasing inflation and interest rates, global economic and geopolitical uncertainty, changes in foreign currency exchange rates, and the impact that these factors are having on our clients and their customers, have also impacted our financial results during fiscal year 2024. Some of our customers have increased their focus on cost reduction, resulting in decisions to shift work from onshore sites to offshore sites, which has contributed to a modest decline in revenue during fiscal year 2024 compared to prior years. We expect that these factors will continue to impact our operations in the near term; however, we also believe that they present opportunities with both new and existing clients, as companies maintain a focus on cost reduction.

Artificial Intelligence (“AI”)

With the increasing applicability of AI in enhancing business processes, the BPO industry is increasingly evaluating and starting to integrate AI into its range of solutions to improve the customer experience and efficiencies. We are moving aggressively to leverage generative AI in our business. We introduced our Wave iX technology on January 30, 2024. We have created a three-pronged AI strategy, which continues to keep ibex at the forefront of digital transformation. Our solutions are focused on increasing agent productivity, providing deeper customer insights to elevate the customer experience and putting AI in front of the customer journey with voice and chat bots. We believe we are well positioned to leverage our leadership position in adopting new technology in the CX sector and to create significant value for our clients through the application of AI. We believe that our approach to bringing a combination of our AI-enabled solutions plus a robust set of third-party AI-enabled solutions to our clients positions the company to not only be a fast-mover in the market, but also to capture an outsized share of AI-impacted future revenue, and to help minimize risk to our overall revenue and provide opportunities for future profitability enhancement. While the initial implementation of some AI-solutions may impact revenue directly derived from traditional agent-driven activities, it is our belief that by remaining on the forefront and bringing these solutions to our clients, we will be able to capture a greater share of AI-enabled revenue work and maintain and grow our overall business and results.

Client’s Underlying Business Performance

Demand for customer interaction services reflects a client’s underlying business performance and priorities. Growth in a client’s business often results in increased demand for our customer engagement solutions. Conversely, a decline in a client’s business generally results in a decrease in demand for our customer engagement solutions, shifting volume to lower cost geographies, and potential increases in demand for our customer acquisition and expansion solutions. The correlation between business performance and demand for outsourced customer interaction solutions can therefore be complex, and depends upon several factors, such as industry consolidation, client investments in growth, and overall macroeconomic environment, all of which can result in short term revenue volatility for outsourcing providers. Demand during the fiscal year ended June 30, 2024 was constrained when compared to prior fiscal years, due in large part to the aforementioned macroeconomic conditions.

Capacity Utilization

As a significant portion of our customer interaction services are performed by customer-facing agents located in delivery centers, our margins are impacted by the level of capacity utilization in those facilities. We incur substantial fixed costs in operating such facilities. The greater the volume of interactions handled, the higher the utilization level of workstations within those facilities and the revenues generated to cover those fixed costs, thus the greater the percentage operating margin.

As demand for delivery locations has continued to shift towards lower cost geographies during the year ended June 30, 2024, we have continued to fill the additional capacity in our offshore region and expect this capacity to be absorbed quickly as clients and prospective clients look to relocate work to cost advantageous markets in the near term. We continue to realize cost savings as we optimize the number of onshore and nearshore delivery centers.

Labor Costs

When compensation levels of our employees increase, we may not be able to pass on such increased costs to our clients or do so on a timely basis, which tends to depress our operating profit margins if we cannot generate sufficient offsetting productivity gains. During fiscal year 2024, we continued to see increasing wage pressure in all of our geographies, in part brought on by the current global inflation and labor shortage, which is increasing competition for contact center agents from other sectors of the economy. During fiscal year 2024, we have offset some of these wage increases with higher agent quality and increased productivity, higher agent retention, and increased client prices under contractual cost of living adjustments ("COLA"). Furthermore, our overall labor cost as a percentage of revenue is impacted by the aforementioned shift in delivery location from onshore delivery centers to offshore centers.

Delivery Location

We generate greater profit margins from our work carried out by agents located in offshore and nearshore geographies compared to our work carried out from onshore locations in the United States. As a result, our operating margins are influenced by the proportion of our work delivered from these higher margin locations. Over time we have expanded and further diversified our delivery network by adding facilities in these locations, offering a significant relative cost advantage. Our percentage of workstations in nearshore and offshore centers is approximately 95% as of June 30, 2024. We regularly evaluate whether to procure additional space or enter into new markets as we continue to add employees and expand geographically to meet the demands of our business.

Provider Performance

Generally, our clients will re-allocate spend and market share in favor of outsourcing providers who consistently perform better and add more value than their competitors. Such re-allocation of spend can either take place on a short-term basis as higher performing providers are shielded by the client against demand volatility, or on a longer term basis as the client shifts more and more of its overall outsourcing spend and volume to higher performing providers. Our revenues have generally increased as a result of performance-based market share gains with our existing clients, as well as due to our new client wins.

Sales Cycles and New Client Wins

We have a strong track record of winning key new client accounts and as a result of our land and expand strategy, we have been successful in winning an increasing number of new client engagements, and subsequently increasing our revenues with these clients year over year. Historically, our in-year new client wins have generated 2.5x to 3.0x revenue in the second and third years of the engagement. However, in the slowing economic environment, our sales cycles lengthened in fiscal year 2023 and the first two quarters of fiscal year 2024. We experienced a faster pace of sales activity during the second half of fiscal year 2024.

Client Concentration

During the fiscal year 2024, our largest client accounted for 12% while our three largest clients accounted for 29% of our consolidated revenue. We now have over 55 clients with greater than \$1 million in annual revenue. We believe client diversification is an important attribute in a challenging market.

Pricing

Our revenues are dependent upon both volumes and unit pricing for our services. Client pricing is often expressed in terms of a base price per minute or hour as well as, in limited cases, with bonuses and occasionally penalties depending upon our achievement of certain client objectives. During fiscal year 2024, the tightening in the global labor market and corresponding wage inflation, as well as increasing facilities expenses have resulted in us pursuing and successfully negotiating price increases or COLA with many of our clients.

The current economic environment is also encouraging our clients to consider locating more of their support offshore. Within our customer engagement solutions, pricing for services delivered from onshore locations is higher than pricing for services delivered from offshore locations, largely driven by higher wage levels in onshore locations. Accordingly, a shift in service delivery location from onshore to offshore locations results in a

lower price for our clients and a decline in our absolute revenues; however, our margins tend to increase, in percentage and often in absolute terms, as compared to onshore service delivery.

Attrition Among Customer Facing Agents

The outsourcing industry is generally characterized by high employee turnover. Such turnover has a significant impact upon profitability as recruiting and training expenses are incurred to replace departing agents. We closely monitor the markets where we operate and where we consider expanding operations as part of our efforts to stay competitive on wages. We believe our efforts to cultivate an environment conducive to employee engagement support lower attrition rates.

Increases in Expenses Related to Sourcing or Generating Leads

A key element of our customer acquisition solution is the generation or purchase of leads or projects. We either generate our leads ourselves, often through digital means, or purchase our leads from external sources. Any increase in the cost of sourcing or generating leads or changes in the rate of conversion of those leads could impact our profit margins. We occasionally experience some volatility in our internal lead generation costs, either due to competitive keyword bidding by other digital marketing agencies, or due to bidding restrictions imposed by our clients.

Increased Up-Front Costs Driven by Increased Demand

Aside from short-term increases in demand for which we tend to delay increases in headcount, an increase in demand for customer interaction services typically results in an up-front increase in employee compensation expenses, due to the in-advance need to hire and train additional employees, predominantly delivery center agents, to service client campaigns. As these expenses for hiring and training our employees are typically incurred in a period before the revenues associated with the increase in demand are recognized, it has the effect of causing an initial decrease in our operating profit margins prior to the full impact of the profitability from the additional demand.

Net Effect of Currency Exchange Rate Fluctuations

While substantially all of our revenues are generated in U.S. dollars, a significant portion of our operating expenses are incurred outside of the United States and paid for in the respective foreign currencies, principally the local currencies of the Philippines, Jamaica and Pakistan. During the fiscal year ended June 30, 2024, out of our total employee benefits expenses, 30.9% were incurred in the Philippine Pesos, 15.5% were incurred in the Jamaican Dollar and 8.7% were incurred in Pakistani Rupee. As a result, our operations are subject to the effects of changes in exchange rates against the U.S. dollar. See "Item 7A. Quantitative and Qualitative Disclosures about Market Risk."

Seasonality

Our business performance is subject to seasonal fluctuations. These seasonal effects cause differences in revenues and expenses among the various quarters of any financial year, which means that the individual quarters should not be directly compared with each other or be used to predict annual financial results.

Key Operational Metrics

We regularly prepare and review the following key operating indicators to evaluate our business, measure our performance, identify trends in our business, prepare financial projections, allocate resources and make strategic decisions:

Workstations

The number of workstations at all of our delivery centers is a key volume metric for our business. It is defined as the number of physical workstations at a delivery center location used for production (excluding, for example, workstations in training rooms or those used by supervisors). A single workstation will typically be used for

multiple shifts, and therefore there will typically be more delivery center agents than utilized workstations. This metric can be used by investors as an indicator of how much capacity for work the Company has overall and in a certain region.

Work at home

The number of work at home seats is also a key volume metric for our business. It is defined as the number of production agents working at home (excluding, for example, management and corporate employees). Since 2020, we have enabled work at home seats, particularly onshore, which has allowed us to rationalize a number of delivery center locations, particularly in the United States. This metric may be useful for investors as they seek to understand the shifting dynamics and economics associated with onsite versus at-home work, specifically within our onshore market, as well as provide context for capacity growth without major capital expenditures.

Capacity Utilization

Capacity Utilization is an efficiency metric used within our business. We define Capacity Utilization as the number of on-site workstations in use plus the number of work at home seats divided by the number of on-site workstations, for the period under consideration, across all facilities in the region. This metric may help investors seeking to better understand how much room for revenue growth there is within the existing site footprint, as well as what future needs to capital expenditures may be associated with a need to support revenue growth. This metric also serves as a relative proxy for efficiency in terms of usage of existing space.

During fiscal year 2024, capacity utilization increased from 77% in the prior year to 84% as we continue to utilize capacity in nearshore and offshore geographies and optimize our onshore capacity. Capacity utilization was over 100% in the United States as we continued to migrate towards a work at home model.

The following table displays our capacity utilization by region for the fiscal years ended June 30, 2024 and 2023:

	As of June 30, 2024		
	Total Production Workstations	In Use	Utilization %
Offshore	10,757	9,415	88 %
Nearshore	7,064	4,875	69 %
United States	1,020	1,590	156 %
Total	18,841	15,880	84 %

	As of June 30, 2023		
	Total Production Workstations	In Use	Utilization %
Offshore	10,777	9,121	85 %
Nearshore	8,491	5,111	60 %
United States	1,290	1,580	122 %
Total	20,558	15,812	77 %

Results of Operations

The following summarizes the results of our operations for the fiscal years ended June 30, 2024 and 2023:

(\$000s)	Fiscal Year ended June 30,	
	2024	2023
Revenue	\$ 508,569	\$ 523,118
Cost of services	356,536	374,992
Selling, general and administrative	93,143	88,663
Depreciation and amortization	19,461	18,985
Income from operations	\$ 39,429	\$ 40,478
Interest income	2,071	640
Interest expense	(514)	(792)
Income before income taxes	\$ 40,986	\$ 40,326
Provision for income tax expense	(7,331)	(8,744)
Net income	\$ 33,655	\$ 31,582

Fiscal Years Ended June 30, 2024 and 2023

Revenue

Our revenue was \$508.6 million for the fiscal year ended June 30, 2024, a decrease of \$14.5 million, or 2.8%, compared to the prior year. This decrease was primarily driven by macroeconomic factors impacting the FinTech and Telecommunication verticals, which decreased \$26.0 million, or 26.8%, and \$9.0 million, or 10.5%, respectively, compared to the prior year. These decreases were partially offset by increases in the Retail & E-commerce vertical of \$7.8 million, or 6.4%, HealthTech vertical of \$6.8 million, or 11.3%, and Travel, Transportation & Logistics vertical of \$6.2 million, or 10.0% from the prior year.

As a percentage of total revenue, the revenue from our Retail & E-commerce vertical increased to 25.4% for the fiscal year ended June 30, 2024 compared to 23.2% in the prior year, the revenue from our HealthTech vertical increased to 13.1% compared to 11.5%, and the revenue from our Travel, Transportation & Logistics vertical increased to 13.4% compared to 11.9%. Conversely, the revenue from our FinTech vertical decreased to 14.0% for the fiscal year ended June 30, 2024 compared to 18.5% in the prior year, and the revenue from our Telecommunication vertical decreased to 15.0% compared to 16.3% in the prior year.

Operating Expenses

Cost of services

Cost of services was \$356.5 million during the fiscal year ended June 30, 2024, a decrease of \$18.5 million, or 4.9%, compared to the prior year. The decrease in cost of services was primarily due to decreases in payroll and related costs, facilities, telecom, local transportation and other site related expenses, partially offset by increases in reseller commissions and lead expenses.

Payroll and related costs were \$274.4 million during the fiscal year ended June 30, 2024, a decrease of \$12.7 million, or 4.4%, compared to the prior year. As a percent of revenue, payroll costs decreased to 54.0% during the fiscal year ended June 30, 2024 compared to 54.9% in the prior year, reflecting the continuing trend of migrating volume to lower cost regions.

Facilities expenses, including rent and utilities, were \$48.9 million during the fiscal year ended June 30, 2024, a decrease of \$3.9 million, or 7.3%, compared to the prior year. Telecom, local transportation and other site

related expenses were \$11.9 million during the fiscal year ended June 30, 2024, a decrease of \$1.7 million, or 12.6%, compared to the prior year. These decreases were primarily due to the site optimization efforts completed in the fourth quarter of fiscal year 2023.

Reseller commissions and lead expenses were \$12.0 million during the fiscal year ended June 30, 2024, an increase of \$0.6 million, or 5.0%, compared to the prior year. These increases were primarily due to increases in the utilization of our third-party affiliates for inbound inquiries as well as search engine costs in connection with our digital sales and marketing efforts.

Selling, general, and administrative expense ("SG&A")

SG&A expense was \$93.1 million during the fiscal year ended June 30, 2024, an increase of \$4.5 million, or 5.1%, compared to the prior year. The increase in SG&A expense was primarily due to impairment losses, increases in payroll and related costs (including severance), IT expenses, and facilities expenses, partially offset by decreases in share-based compensation expense and insurance expense.

The increase in payroll and related costs of \$1.9 million was primarily driven by severance costs of \$1.4 million related to the elimination of certain positions that we considered redundant, and investments in our technology, sales and marketing, and client service teams as we continue to focus on revenue growth. IT expenses increased \$1.6 million due to continued investments in cybersecurity and core business management systems. During the fiscal year ended June 30, 2024, we determined that the estimated fair value of the operating lease asset and certain assets at two of our delivery centers no longer exceeded their carrying value, and recorded total impairment losses of \$1.5 million. These increases were partially offset by decreases in share-based compensation.

Depreciation and amortization expense ("D&A")

D&A expense was \$19.5 million during the fiscal year ended June 30, 2024, an increase of \$0.5 million or 2.5%, compared to the prior year. The increase was primarily driven by the timing of additions resulting in higher D&A for our onshore and offshore regions, partially offset by decreases in our nearshore regions. As a percentage of revenue, D&A increased to 3.8% during the fiscal year ended June 30, 2024 compared to 3.6% in the prior year.

Income from operations

Income from operations was \$39.4 million during the fiscal year ended June 30, 2024 compared to \$40.5 million during the prior year. The operating margin was 7.8% during the fiscal year ended June 30, 2024, consistent with the prior year despite the aforementioned macroeconomic factors impacting our historical growth trends, as well as the impairment losses and severance costs recorded during the current year.

Interest income

Interest income during the fiscal year ended June 30, 2024 was \$2.1 million compared to \$0.6 million for the prior year as income from invested funds increased compared to the same period in the prior year.

Interest expense

Interest expense during the fiscal year ended June 30, 2024 was \$0.5 million, down from \$0.8 million during the prior year, driven by lower borrowings.

Provision for Income Taxes

Income tax expense was \$7.3 million during the fiscal year ended June 30, 2024, a decrease of \$1.4 million when compared with the prior year, primarily due to a lower effective tax rate in the current year. The effective tax rate was 17.9% and 21.7% for the fiscal years ended June 30, 2024 and 2023, respectively. The changes in effective tax rate between these periods was primarily attributable to changes in revenue mix across our taxable jurisdictions and discrete items recorded in the prior year.

Non-GAAP Financial Measures

We present non-GAAP financial measures because we believe that they and other similar measures are widely used by certain investors, securities analysts and other interested parties as supplemental measures of performance and liquidity. We also use these measures internally to establish forecasts, budgets and operational goals to manage and monitor our business, as well as evaluate our underlying historical performance, as we believe that these non-GAAP financial measures provide a more helpful depiction of our performance of the business by encompassing only relevant and manageable events, enabling us to evaluate and plan more effectively for the future. The non-GAAP financial measures may not be comparable to other similarly titled measures of other companies, have limitations as analytical tools, and should not be considered in isolation or as a substitute for analysis of our operating results as reported in accordance with U.S. GAAP. Non-GAAP financial measures and ratios are not measurements of our performance, financial condition or liquidity under U.S. GAAP and should not be considered as alternatives to operating profit or net income / (loss) or as alternatives to cash flow from operating, investing or financing activities for the period, or any other performance measures, derived in accordance with U.S. GAAP.

Adjusted net income, adjusted net income margin, and adjusted earnings per share

Adjusted net income is a non-GAAP profitability measure that represents net income before the effect of the following items: non-recurring expenses (including domestic filer conversion and legal and settlement costs), severance costs, impairment losses, warrant contra revenue, foreign currency gains, share-based compensation expense, gain on sale of subsidiaries, and loss on lease terminations, net of the tax impact of such adjustments. We define adjusted net income margin as adjusted net income divided by revenue. We define adjusted earnings per share as adjusted net income divided by weighted average diluted shares outstanding.

We use adjusted net income, adjusted net income margin, and adjusted earnings per share internally to establish forecasts, budgets and operational goals to manage and monitor our business, as well as evaluate our underlying historical performance. We believe that adjusted net income, adjusted net income margin, and adjusted earnings per share are meaningful indicators of performance as it reflects what we believe is closer to the actual results of our business performance by removing items that we believe are not reflective of our underlying business. We also believe that adjusted net income, adjusted net income margin, and adjusted earnings per share may be widely used by investors, securities analysts and other interested parties as a supplemental measure of performance.

Adjusted net income, adjusted net income margin, and adjusted earnings per share may not be comparable to other similarly titled measures of other companies and have limitations as an analytical tool and should not be considered in isolation or as a substitute for analysis of our operating results as reported under U.S. GAAP. Because of these limitations, investors should consider adjusted net income, adjusted net income margin, and adjusted earnings per share in conjunction with other U.S. GAAP financial performance measures, including net income from operations and net income, among others.

The following table provides a reconciliation of net income and net income margin to adjusted net income and adjusted net income margin, and diluted earnings per share to adjusted earnings per share for the years presented:

	Year ended June 30,	
	2024	2023
<i>(\$000s, except per share amounts)</i>		
Net income	\$ 33,655	\$ 31,582
Net income margin	6.6 %	6.0 %
Non-recurring expenses	—	2,224
Severance costs	1,621	—
Impairment losses	1,532	—
Warrant contra revenue	1,183	1,090
Foreign currency gains	(1,815)	(801)
Share-based compensation expense	3,765	4,606
Gain on sale of subsidiaries	—	(246)
Loss on lease terminations	—	251
Total adjustments	\$ 6,286	\$ 7,124
Tax impact of adjustments ²	(1,590)	(1,760)
Adjusted net income	\$ 38,351	\$ 36,946
Adjusted net income margin	7.5 %	7.1 %
Diluted earnings per share	\$ 1.84	\$ 1.67
Per share impact of adjustments to net income	0.26	0.28
Adjusted earnings per share	\$ 2.10	\$ 1.96
Weighted average diluted shares outstanding	18,255	18,893

EBITDA, adjusted EBITDA, and adjusted EBITDA margin

EBITDA is a non-GAAP profitability measure that represents net income before the effect of the following items: interest expense, income tax expense, and depreciation and amortization. Adjusted EBITDA is a non-GAAP profitability measure that represents EBITDA before the effect of the following items: non-recurring expenses (including domestic filer conversion and legal and settlement costs), severance costs, impairment losses, interest income, warrant contra revenue, foreign currency gains, share-based compensation expense, gain on sale of subsidiaries, and loss on lease terminations. Adjusted EBITDA margin is a non-GAAP profitability measure that represents adjusted EBITDA divided by revenue.

We use EBITDA, adjusted EBITDA, and adjusted EBITDA margin internally to establish forecasts, budgets and operational goals to manage and monitor our business, as well as evaluate our underlying historical performance. We may use adjusted EBITDA as a vesting trigger in some performance-based restricted stock units. We believe that EBITDA, adjusted EBITDA and adjusted EBITDA margin are meaningful indicators of the health of our business as they provide additional information to investors about certain non-cash or non-recurring charges that we believe may not continue at the same level in the future or be reflective of our long-term performance. We also believe that EBITDA, adjusted EBITDA and adjusted EBITDA margin are widely used by investors, securities analysts, and other interested parties as a supplemental measure of performance.

EBITDA, adjusted EBITDA and adjusted EBITDA margin may not be comparable to other similarly titled measures of other companies and have limitations as analytical tools and should not be considered in isolation

² The tax impact of each adjustment is calculated using the effective tax rate in the relevant jurisdictions.

or as a substitute for analysis of our operating results as reported under U.S. GAAP. Some of these limitations are as follows:

- although depreciation and amortization expense is a non-cash charge, the assets being depreciated and amortized may have to be replaced in the future. EBITDA, adjusted EBITDA and adjusted EBITDA margin do not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- EBITDA, adjusted EBITDA and adjusted EBITDA margin are not intended to be a measure of free cash flow for our discretionary use, as they do not reflect: (i) changes in, or cash requirements for, our working capital needs; (ii) debt service requirements; (iii) tax payments that may represent a reduction in cash available to us; and (iv) other cash costs that may recur in the future;
- other companies, including companies in our industry, may calculate similarly titled measures differently, which reduces their usefulness as comparative measures.

Because of these and other limitations, investors should consider EBITDA, adjusted EBITDA and adjusted EBITDA margin in conjunction with U.S. GAAP financial performance measures, including cash flows from operating activities, investing activities and financing activities, net income, net income margin, and other financial results.

The following table provides a reconciliation of net income and net income margin to EBITDA, adjusted EBITDA and adjusted EBITDA margin for the years presented:

(\$000s)	Year ended June 30,	
	2024	2023
Net income	\$ 33,655	\$ 31,582
Net income margin	6.6 %	6.0 %
Interest expense	514	792
Income tax expense	7,331	8,744
Depreciation and amortization	19,461	18,985
EBITDA	\$ 60,961	\$ 60,103
Non-recurring expenses	—	2,224
Severance costs	1,621	—
Impairment losses	1,532	—
Interest income	(2,071)	(640)
Warrant contra revenue	1,183	1,090
Foreign currency gains	(1,815)	(801)
Share-based compensation expense	3,765	4,606
Gain on sale of subsidiaries	—	(246)
Loss on lease terminations	—	251
Adjusted EBITDA	\$ 65,176	\$ 66,587
Adjusted EBITDA margin	12.8 %	12.7 %

Net income margin

Net income margin increased to 6.6% for the fiscal year ended June 30, 2024 compared to 6.0% during the prior year. The increase was driven by improved margins due to client migration to higher margin offshore regions, increased interest income on invested funds, and lower income tax expense which is attributed to changes in geographic mix, compared to the prior year.

Adjusted EBITDA margin

Despite the aforementioned macroeconomic factors impacting our historical growth trends, adjusted EBITDA margin increased slightly to 12.8% compared to the prior year, primarily due to the site optimization efforts completed in the fourth quarter of fiscal 2023 and the migration of clients to higher margin offshore locations.

Free cash flow

Free cash flow is a non-GAAP liquidity measure that represents net cash provided by operating activities less capital expenditures. While we believe that free cash flow provides useful information to investors in understanding and evaluating our liquidity position in the same manner as our management, our use of free cash flow has limitations as an analytical tool, and investors should not consider it in isolation or as a substitute for analysis of our financial results as reported under U.S. GAAP. Further, other companies, including companies in our industry, may adjust their cash flows differently, which may reduce the value of free cash flow as a comparative measure. The following table reconciles net cash provided by operating activities to free cash flow, for the years presented:

(\$000s)	Year ended June 30,	
	2024	2023
Net cash provided by operating activities	\$ 35,900	\$ 41,859
Less: capital expenditures	8,855	18,952
Free cash flow	\$ 27,045	\$ 22,907

Net cash provided by operating activities during the fiscal year ended June 30, 2024 was \$35.9 million compared to \$41.9 million during the fiscal year ended June 30, 2023. The decrease was primarily driven by a decline in absolute revenue due to client migration to offshore locations, lower training revenue recognized, investments in our technology, sales and marketing, and client service functions, and higher use of working capital of \$3.6 million.

Free cash flow during the fiscal year ended June 30, 2024 was \$27.0 million, an increase of \$4.1 million from the prior year. The increase is due to decreased capital expenditures during the fiscal year ended June 30, 2024 as we utilized capacity built out over the last two years, partially offset by a decrease in net cash inflow from operating activities.

Net cash

Net cash is a non-GAAP liquidity measure that represents cash and cash equivalents less total debt. We believe that net cash provides useful information to investors in understanding and evaluating our ability to pay off debt. Our use of net cash has limitations as an analytical tool, and investors should not consider it in isolation or as a substitute for analysis of our financial results as reported under GAAP. Further, other companies, including companies in our industry, may adjust their cash or debt differently, which may reduce the value of net cash as a comparative measure.

Net cash is calculated below:

(\$000s)	June 30, 2024	June 30, 2023
Cash and cash equivalents	\$ 62,720	\$ 57,429
Debt		
Current	\$ 660	\$ 413
Non-current	867	600
Total debt	\$ 1,527	\$ 1,013
Net cash	\$ 61,193	\$ 56,416

The increase in cash and cash equivalents as of June 30, 2024 is primarily due to lower capital expenditures and debt repayments, offset by an increase in share repurchases and lower operating cash flow, compared to the prior year.

The increase in net cash as of June 30, 2024 is primarily due to lower capital expenditures and debt repayments, partially offset by an increase in share repurchases and lower operating cash flow compared to the prior year.

JOBS Act Accounting Election

We qualify as an EGC pursuant to the provisions of the JOBS Act. The JOBS Act permits an EGC like us to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We have elected to use the extended transition period until we are no longer an EGC or until we choose to opt out of the extended transition period affirmatively and irrevocably. As a result, our financial statements may not be comparable to companies that comply with new or revised accounting pronouncements applicable to public companies.

Liquidity and Capital Resources

Our principal sources of liquidity are cash and cash equivalents, cash flows from operations, and the unused availability under our existing credit facility, described in more detail below in "Financing Arrangements." As of June 30, 2024, the unused availability under our existing credit facility was \$79.0 million.

As of June 30, 2024, our total indebtedness was \$1.5 million, consisting of our finance leases. We were in compliance with all debt covenants as of June 30, 2024. Refer to Note 8. "Debt", included in Item 8. "Financial Statements and Supplementary Data" for further information on our debt.

We use these resources to finance our operations, expand current delivery centers, open new delivery centers, invest in upgrades of technology, service offerings, and for other strategic initiatives, such as acquiring or investing in complementary businesses or intellectual property rights, or share repurchases. Our future liquidity requirements will depend on many factors, including our growth rate and the timing and extent of spending to engage in the activities mentioned above. We believe that our existing cash balance together with cash generated from our operations will be sufficient to meet our liquidity requirements for at least the next twelve months.

To the extent additional funds are necessary to meet our long-term liquidity needs as we execute on our business strategy, we anticipate that they will be obtained through the utilization of current availability under our \$80.0 million revolving credit facility (as amended, the "PNC Credit Facility") with PNC Bank, N.A. ("PNC"), additional indebtedness, additional equity financings or a combination of these potential sources of funds; however, such additional financing may not be available on favorable terms, or at all. If we are unable to raise additional funds when desired, our business, financial condition and results of operations could be adversely affected.

The Board may authorize share repurchases of the Company's common shares and the Company had multiple share repurchase plans during the years ended June 30, 2024 and 2023. On May 1, 2024, the Board authorized the Company's current share repurchase program of \$30 million in share repurchases during the next twelve months. For the years ended June 30, 2024 and 2023, the Company repurchased 1,322,105 and 17,558 shares, respectively, of its common shares totaling \$21.7 million, and \$0.3 million, respectively. All repurchases under these programs were funded with our existing cash balance.

The following discussion highlights our cash flow activities during the last three fiscal years.

	Year ended June 30,	
	2024	2023
Net cash inflow / (outflow) from		
Operating activities	\$ 35,900	\$ 41,859
Investing activities	(8,855)	(19,037)
Financing activities	(21,733)	(13,614)
Effects of exchange rate difference on cash and cash equivalents	(21)	(610)
Net increase / (decrease) in cash and cash equivalents	\$ 5,291	\$ 8,598
Cash and cash equivalents at beginning of the period	57,429	48,831
Cash and cash equivalents at the end of the period	\$ 62,720	\$ 57,429

Cash and cash equivalents

The Company manages a centralized global treasury function with a focus on safeguarding and optimizing the use of its global cash and cash equivalents. The majority of the Company's cash is held in large U.S. banks in U.S. dollars and outside of the U.S. in U.S. dollars and foreign currencies in regional or local banks in the countries it operates in. The Company believes that its cash management policies and practices effectively mitigate its risk relating to its global cash. However, the Company can provide no assurances that it will not sustain losses.

As of June 30, 2024, we had cash and cash equivalents of \$62.7 million, including \$5.1 million located outside of the United States, and \$2.5 million that is subject to certain local regulations on repatriation. As of June 30, 2023, we had cash and cash equivalents of \$57.4 million, including \$5.6 million located outside of the United States, and \$1.7 million that is subject to certain local regulations on repatriation. Our cash position as of June 30, 2024 increased primarily due to lower capital expenditures and debt repayments, offset by an increase in share repurchases and lower operating cash flow, compared to the prior year.

Cash Flows from Operating Activities

Net cash inflow from operating activities during the fiscal year ended June 30, 2024 was \$35.9 million compared to \$41.9 million during the fiscal year ended June 30, 2023. The decrease in net cash inflow from operating activities was primarily driven by a decline in absolute revenue due to client migration to offshore locations, lower training revenue recognized, investments in our technology, sales and marketing, and client service functions, and higher use of working capital of \$3.6 million.

Cash Flows from Investing Activities

During the year ended June 30, 2024, we had net expenditures of \$8.9 million on investing activities primarily related to purchases of IT and telecommunications equipment, and capacity expansion in Pakistan.

During the year ended June 30, 2023, we had expenditures of \$19.0 million on investing activities primarily related to capacity expansion in Jamaica and Pakistan and investments in information technology.

Cash Flows from Financing Activities

During the year ended June 30, 2024, we expended a total of \$21.7 million on financing activities, of which \$21.6 million related to purchasing our common shares under the share repurchase programs.

During the year ended June 30, 2023, we expended \$13.6 million on financing activities, primarily related to the repayment of debt, both term and revolving, offset by net cash receipts from stock transactions of \$1.8 million.

Our cash resources could also be affected by various risks and uncertainties. For additional information, please see the section entitled "Risk Factors."

Financing Arrangements

We are party to a number of financing arrangements with banks, financial institutions and lessors that serve to meet our liquidity requirements. The following is a summary of our principal financing arrangement.

PNC Credit Facility

In November 2013, our subsidiary Ibox Global Solutions, Inc. (formerly known as TRG Customer Solutions, Inc.) entered into the PNC Credit Facility with PNC Bank, National Association ("PNC"), which was a three-year \$35.0 million revolving credit facility. Between June 2015 and March 2021, the PNC Credit Facility was amended multiple times for increases to the maximum revolving advance amount and extension of the maturity date. In March 2021, the PNC Credit Facility was amended to join Digital Globe Services, LLC, TelSatOnline, LLC and 7 Degrees, LLC as borrowers, with the maximum revolving advance amount increased to \$60 million. In September 2021, the PNC Credit Facility was amended to join iSky, LLC as a borrower. In June 2022, the PNC Credit Facility was amended to increase the maximum revolving advance amount to \$80 million, with the ability to request increases, up to a maximum revolving advance amount of \$95 million (contingent upon lender approval), change the reference rate used from LIBOR to Term Secured Overnight Financing Rate ("SOFR") and extend the maturity date to May 2026. In May 2024, the PNC Credit Facility was amended for PNC's consent to the assignment of certain customer contracts (the "Contract Assignments") by the borrowers to the Company's subsidiary, Ibox Global FZ-LLC, provided that (i) the contract revenues associated with such Contract Assignments, upon the effectiveness of such Contract Assignments, shall not in the aggregate be greater than \$175 million and (ii) the borrowers comply with additional reporting requirements to PNC. Borrowings under the PNC Credit Facility bear interest at SOFR plus a margin of 1.75% and/or negative 0.5% of the PNC Commercial Lending Rate for domestic loans. The PNC Credit Facility also requires a commitment fee of 0.25% per annum of undrawn commitments to be paid quarterly in arrears. The PNC Credit Facility is guaranteed by IBEX Global Limited and secured by substantially all the assets of Ibox Global Solutions, Inc., Digital Globe Services, LLC, TelSatOnline, LLC, 7 Degrees, LLC, and iSky, LLC. The PNC Credit Facility balance as of June 30, 2024 and 2023 was \$0.0 million and \$0.1 million, respectively.

Contractual obligations

As of June 30, 2024, we have no material off-balance sheet transactions and we are not a guarantor of any other entities' debt or other financial obligations. For further discussion of contractual obligations, such as debt, leases, and purchase obligations, please refer to our audited consolidated financial statements included in Item 8. "Financial Statements and Supplementary Data."

The following table summarizes our contractual obligations as of June 30, 2024:

	Payments Due by Period		
	Total	Within 12 months	13 months and after
Debt obligations	\$ 1,527	\$ 660	\$ 867
Operating lease obligations	65,492	12,051	53,441
Purchase obligations	15,593	8,698	6,895
Total	\$ 82,612	\$ 21,409	\$ 61,203

Purchase obligations

Purchase obligations mainly relate to long term telecommunications contracts and enterprise cloud solutions for the continuing operation of our business.

Future capital requirements

We expect capital expenditures in fiscal year 2025 to be between 3.0% and 4.0% of revenue. Because we have heavily invested in capacity expansion and growth over the last few years, we are expecting approximately 40%

of fiscal year 2025 capital expenditures will be directed to additional growth in the business while 60% will be directed towards maintenance of existing assets.

Our capital expenditure requirements could increase materially in the event of an acquisition or the launch of large new client contracts, which generally require increased capital expenditures for equipment and working capital to support hiring and training activities.

Critical Accounting Policies and Estimates

The Company's consolidated financial statements are prepared in accordance with U.S. GAAP. Preparation of these financial statements requires the Company to make estimates, assumptions and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities. The Company's most critical accounting estimates are those most important to the portrayal of its financial condition and results of operations which require the Company to make its most difficult and subjective judgments, often as a result of the need to make estimates regarding matters that are inherently uncertain. The Company has identified the following as its most critical accounting estimates. Although management believes that its estimates and assumptions are reasonable, they are based on information available when they are made and, therefore, may differ from estimates made under different assumptions or conditions.

The Company's significant accounting policies are discussed in Note 1. "Overview and Summary of Significant Accounting Policies" and Note 2. "Revenue from Contracts with Customers", included in Item 8. "Financial Statements and Supplementary Data" and should be reviewed in connection with the following discussion.

Revenue

The Company recognizes revenues in accordance with Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*. Revenues from contact center services, which consist of customer service, technical support and other value-added outsourced back-office services, are recognized as the services are performed on the basis of the number of billable minutes or hours, contractual rates, and other contractually agreed metrics, if applicable. Certain of our client contracts include bonus and penalty provisions, which are typically agreed to with our clients prior to recording the increase or decrease to revenue as a result of these provisions, however, in some cases, we may estimate these bonuses or penalties using the "most likely amount" method based on actual data and historical experience. Revenues related to training that occurs upon commencement of a new client contract or statement of work are deferred and recognized on a straight-line basis over the estimated life of the client program, as it is not considered to have a standalone value to the customer. We estimate the life of the client program based on historical experience and may need to update our assumptions as new facts and circumstances with our clients arise. Changes to the estimates described above could have a material impact on the amount of revenue recognized in any period.

Leases

The Company determines whether an arrangement contains a lease under ASC 842, *Leases*, at inception. Operating lease assets represent the Company's right to use an underlying asset for the lease term, and operating lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease expense is recognized on a straight-line basis over the lease term. The Company estimates the lease term and incremental borrowing rate; changes in these estimates could have a material impact on the amount of operating lease assets, liabilities and expense recognized in any period.

For purposes of calculating operating lease liabilities, the Company estimates the lease term, which may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise those options. The Company's capital investment, relationships with clients serviced at the site, and employee recruitment potential are some of the factors it considers when determining whether it will exercise its option to extend a lease.

The Company determines the incremental borrowing rates based on information available at the lease commencement date. The incremental borrowing rate is the rate of interest that a lessee would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. Interest on finance leases is included in interest expense, net, in the consolidated

statements of comprehensive income. The Company applies judgment in estimating the incremental borrowing rate including considering the term of the lease, the currency in which the lease is denominated, the impact of collateral, and our credit risk on the rate.

Goodwill Impairment

Goodwill represents the excess of the cost of a business combination over the total acquisition date fair value of the identifiable assets, liabilities and contingent liabilities acquired. Goodwill is not amortized but is tested for impairment at the reporting unit level, on an annual basis or more frequently, if events occur or circumstances change indicating potential impairment. The Company annually tests goodwill for impairment on June 30. In evaluating goodwill for impairment, the Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. Qualitative factors that the Company considers include, but are not limited to, macroeconomic and industry conditions, overall financial performance and other relevant entity-specific events. If the Company bypasses the qualitative assessment, or if the Company concludes that it is more likely than not that the fair value of a reporting unit is less than its carrying value, then the Company performs a quantitative goodwill impairment test to identify potential goodwill impairment and measures the amount of goodwill impairment it will recognize, if any.

Warrant to purchase common shares

The Company accounts for a warrant to purchase its common shares as an equity instrument in accordance with the provisions of Accounting Standards Update ("ASU") No. 2019-08, *Compensation – Stock Compensation (Topic 718)* and ASC 606, *Revenue from Contracts with Customers*, which requires entities to measure and classify share-based payment awards granted to a customer by applying the guidance under Topic 718, as of January 1, 2019.

On the grant date, the Company estimated the value of the warrant using a Black-Scholes option pricing model. The assumptions used in our Black-Scholes model were (1) expected term, which was estimated based on the term of the warrant, (2) the risk-free interest rate which is based on the U.S. Treasury yield curve, (3) expected volatility which we estimated based on peer group volatility, and (4) an expected dividend yield based on our anticipated future dividends on our common stock (estimated at zero). These estimates all have an impact on the value attributed to the warrant.

At each reporting period, the Company assesses the likelihood of additional vesting in accordance with service or performance conditions included in the warrant terms. The Company adjusts its estimates for additional contra-revenue when it is probable that additional shares will vest. The timing of any additional estimated vesting and the related fair value at the time of the change in estimate could have a material impact on the transaction price and therefore revenue recorded related to the Amazon contract.

Share-based compensation plans

The Company accounts for its share-based awards in accordance with provisions of ASC 718, *Compensation - Stock Compensation*. For equity-classified awards, total compensation cost is based on the grant date fair value. For liability-classified awards, total compensation cost is based on the fair value of the award on the date the award is granted and is subsequently re-measured at each reporting date until settlement.

Awards to employees and directors may contain service, performance and/or market vesting conditions. For unvested awards with performance conditions, the Company assesses the probability of attaining the performance conditions at each reporting period. Awards that are deemed probable of attainment are recognized in expense over the requisite service period, which we estimate based on financial projections.

The Company calculates the fair value of option awards using the Black-Scholes model. The assumptions used in our Black-Scholes model are (1) expected term, which was estimated based on the simplified method as we do not have requisite historical data, (2) the risk-free interest rate which is based on the U.S. Treasury yield curve, (3) expected volatility which we estimate based on peer group volatility, and (4) an expected dividend yield based on our anticipated future dividends on our common stock (currently estimated at zero). Changes in

any of the estimates mentioned above could have a material impact on the share based compensation expense recorded in any period.

Income taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Deferred tax assets are also recognized for the estimated future effects of tax loss carry forwards. The effect of changes in tax rates on deferred taxes is recognized in the period in which the enactment dates change.

We recognize deferred tax assets to the extent that we determine that these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing temporary differences, projected future taxable income, tax-planning strategies, carryback potential if permitted under the tax law, and results of recent operations. The Company records valuation allowances against its deferred tax assets based on whether it is more likely than not that the deferred tax assets will be realized. If we determine that we are able to realize our deferred tax assets in the future in excess of their net recorded amount, we will make an adjustment to the valuation allowance.

We record uncertain tax positions in accordance with ASC 740, *Income Taxes*, on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that met the more likely than not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority. Changes in recognition or measurements are reflected in the period in which the change in estimate occurs.

Commitment and Contingencies

The Company is subject to claims and lawsuits filed in the ordinary course of business. Although management does not believe that any current proceedings will have material adverse effect on its consolidated financial position, results of operations, or cash flows, no assurances to that effect can be given based on the uncertainty of litigation and demands of third parties. The Company records a liability for pending litigation and claims where losses are both probable and can be reasonably estimated. Legal fees are expensed as incurred.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company's activities expose it to a variety of financial and market risk (including foreign currency and interest rate risk).

Foreign currency exchange risk

The Company serves many of its U.S. based clients through our delivery centers located in various countries, primarily in the Philippines, Pakistan, Nicaragua, and Jamaica. Although contracts with these clients are typically priced in U.S. dollars, a substantial portion of related costs is denominated in the local currency of the country where services are provided, resulting in foreign currency exposure that could have an impact on our results of operations. Our primary foreign currency exposures are in Philippine Peso ("PHP"), Jamaican Dollar, and Pakistani Rupee. There can be no assurance that we can take actions to mitigate such exposure in the future, and if taken, that such actions will be successful or that future changes in currency exchange rates will not have a material adverse impact on our future operating results. A significant change in the value of the U.S. dollar against the currency of one or more countries where we operate may have a material adverse effect on our financial condition and results of operations.

The following table summarizes the relative strengthening / (weakening) of the U.S. dollar against the local currencies that are most relevant to our business:

Currency	June 30,		
	2024	2023	2022
Philippine Peso	6.2 %	0.5 %	13.5 %
Jamaican Dollar	1.5 %	1.2 %	1.8 %
Pakistani Rupee	(2.7)%	39.6 %	30.0 %

To mitigate foreign exchange fluctuations on the PHP we hedge a portion of our Philippine operating costs. While our hedging strategy can protect us from short term risks related to foreign currency movements, an overall strengthening of the PHP would adversely impact margins over the long term.

Based upon our level of operations during the year ended June 30, 2024, a 10% appreciation/depreciation in the PHP against the U.S. dollar would have increased or decreased our expenses incurred and paid in PHP by approximately \$12.0 million or \$9.8 million, respectively, for the year ended June 30, 2024. Based upon our level of operations during the year ended June 30, 2024, a 10% appreciation/depreciation in the Jamaican Dollar against the U.S. dollar would have increased or decreased our expenses incurred and paid in Jamaican Dollar by approximately \$5.5 million or \$4.5 million, respectively, for the year ended June 30, 2024. Based upon our level of operations during the year ended June 30, 2024, a 10% appreciation/depreciation in the Pakistani Rupee against the U.S. dollar would have increased or decreased our expenses incurred and paid in Pakistani Rupee by approximately \$3.7 million or \$3.1 million, respectively, for the year ended June 30, 2024.

To mitigate against credit and default risk, we only enter into derivative contracts and other financial instruments with investment grade financial institutions and our derivative valuations reflect the creditworthiness of our counterparties. As of the date of this Form 10-K, we have not experienced, nor do we anticipate experiencing, any counterparty defaults.

Refer to Note 7. "Derivatives", included in Item 8. "Financial Statements and Supplementary Data" for further information on our foreign currency hedging program.

Interest rate risk

The Company's exposure to market risk for changes in interest rates relates primarily to the cash and bank balances and the PNC Credit Facility. Borrowings under the PNC Credit Facility bear interest at SOFR plus 1.75% and/or negative 0.5% of the PNC Commercial Lending Rate for domestic loans. The Company did not have any outstanding balances on the PNC Credit Facility at June 30, 2024. Accordingly, a hypothetical 10% increase or decrease in SOFR would not cause a material increase or decrease in our interest expense over the next 12 months.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

IBEX LIMITED

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of IBEX Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of IBEX Limited and subsidiaries (the "Company") as of June 30, 2024 and 2023, the related consolidated statements of comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended June 30, 2024, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2024, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Deloitte & Touche LLP

Tampa, Florida
September 12, 2024

We have served as the Company's auditor since 2021.

IBEX LIMITED AND SUBSIDIARIES
Consolidated Balance Sheets
(in thousands, except share data)

	June 30, 2024	June 30, 2023
Assets		
Current assets		
Cash and cash equivalents	\$ 62,720	\$ 57,429
Accounts receivable, net of allowance of \$72 and \$120	98,366	86,364
Prepaid expenses	7,712	6,616
Due from related parties	192	43
Tax advances and receivables	9,080	5,965
Other current assets	1,888	2,190
Total current assets	179,958	158,607
Non-current assets		
Property and equipment, net	29,862	41,151
Operating lease assets	59,145	70,919
Goodwill	11,832	11,832
Deferred tax asset, net	4,285	4,585
Other non-current assets	8,822	6,230
Total non-current assets	113,946	134,717
Total assets	\$ 293,904	\$ 293,324
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable and accrued liabilities	\$ 16,719	\$ 18,705
Accrued payroll and employee-related liabilities	30,674	29,360
Current deferred revenue	4,749	6,413
Current operating lease liabilities	12,051	13,036
Current maturities of long-term debt	660	413
Due to related parties	60	2,314
Income taxes payable	6,083	3,020
Total current liabilities	70,996	73,261
Non-current liabilities		
Non-current deferred revenue	1,128	1,383
Non-current operating lease liabilities	53,441	64,854
Long-term debt	867	600
Other non-current liabilities	1,673	3,262
Total non-current liabilities	57,109	70,099
Total liabilities	128,105	143,360
Commitments (Note 9)		
Stockholders' equity		
Common stock: par value \$0.0001, 108,057,967 shares authorized, 17,017,476 and 18,280,419 shares outstanding as of June 30, 2024 and 2023, respectively	2	2
Additional paid-in capital	210,200	204,734
Treasury stock at cost: 1,567,552 and 245,447 shares as of June 30, 2024 and 2023, respectively	(25,367)	(3,682)
Accumulated other comprehensive loss	(7,913)	(6,312)
Accumulated deficit	(11,123)	(44,778)
Total stockholders' equity	165,799	149,964
Total liabilities and stockholders' equity	\$ 293,904	\$ 293,324

See accompanying notes to consolidated financial statements.

IBEX LIMITED AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income
(in thousands, except share data)

	Year Ended June 30,		
	2024	2023	2022
Revenue	\$ 508,569	\$ 523,118	\$ 492,851
Cost of services (exclusive of depreciation and amortization presented separately below)	356,536	374,992	373,973
Selling, general and administrative	93,143	88,663	80,153
Depreciation and amortization	19,461	18,985	18,100
Total operating expenses	469,140	482,640	472,226
Income from operations	39,429	40,478	20,625
Interest income	2,071	640	43
Interest expense	(514)	(792)	(1,289)
Income before income taxes	40,986	40,326	19,379
Provision for income tax (expense) / benefit	(7,331)	(8,744)	2,077
Net income	\$ 33,655	\$ 31,582	\$ 21,456
Other comprehensive income / (loss)			
Foreign currency translation adjustments	\$ (1,623)	\$ (2,234)	\$ (2,281)
Unrealized (loss) / gain on cash flow hedging instruments, net of tax	(111)	515	(323)
Actuarial gain / (loss) on defined benefit plan	133	(31)	440
Total other comprehensive loss	(1,601)	(1,750)	(2,164)
Total comprehensive income	\$ 32,054	\$ 29,832	\$ 19,292
Net income per share			
Basic	\$ 1.90	\$ 1.74	\$ 1.18
Diluted	\$ 1.84	\$ 1.67	\$ 1.15
Weighted average common shares outstanding			
Basic	17,704	18,200	18,232
Diluted	18,255	18,893	18,724

See accompanying notes to consolidated financial statements.

IBEX LIMITED AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity
(in thousands)

	Common shares		Treasury Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Income / (Loss)	Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount	Amount				
Balance, June 30, 2021	18,399	\$ 2	—	\$ 194,961	\$ (2,398)	\$ (97,816)	\$ 94,749
Net income for the period ended June 30, 2022	—	—	—	—	—	21,456	21,456
Foreign currency translation adjustment	—	—	—	—	(2,281)	—	(2,281)
Changes in fair value of cash flow hedges	—	—	—	—	(323)	—	(323)
Purchase of treasury shares	(228)	—	(3,406)	—	—	—	(3,406)
Changes in defined benefit plan	—	—	—	—	440	—	440
Issue of restricted common shares	73	—	—	—	—	—	—
Provision for common stock warrants	—	—	—	970	—	—	970
Issue of common shares related to option issuances	3	—	—	35	—	—	35
Stock based compensation expense	—	—	—	1,818	—	—	1,818
Balance, June 30, 2022	18,247	\$ 2	(3,406)	\$ 197,785	\$ (4,562)	\$ (76,360)	\$ 113,459
Net income for the period ended June 30, 2023	—	—	—	—	—	31,582	31,582
Foreign currency translation adjustment	—	—	—	—	(2,234)	—	(2,234)
Changes in fair value of cash flow hedges	—	—	—	—	515	—	515
Purchase of treasury shares	(18)	—	(276)	—	—	—	(276)
Changes in defined benefit plan	—	—	—	—	(31)	—	(31)
Forfeiture of restricted common shares	(72)	—	—	—	—	—	—
Provision for common stock warrants	—	—	—	1,090	—	—	1,090
Issue of common shares related to option issuances	123	—	—	2,053	—	—	2,053
Stock based compensation expense	—	—	—	3,806	—	—	3,806
Balance, June 30, 2023	18,280	\$ 2	(3,682)	\$ 204,734	\$ (6,312)	\$ (44,778)	\$ 149,964
Net income for the period ended June 30, 2024	—	—	—	—	—	33,655	33,655
Foreign currency translation adjustment	—	—	—	—	(1,623)	—	(1,623)
Changes in fair value of cash flow hedges	—	—	—	—	(111)	—	(111)
Purchase of treasury shares	(1,322)	—	(21,685)	—	—	—	(21,685)
Changes in defined benefit plan	—	—	—	—	133	—	133
Provision for common stock warrants	—	—	—	1,183	—	—	1,183
Issue of common shares related to option issuances	59	—	—	366	—	—	366
Stock based compensation expense	—	—	—	3,917	—	—	3,917
Balance, June 30, 2024	17,017	\$ 2	(25,367)	\$ 210,200	\$ (7,913)	\$ (11,123)	\$ 165,799

See accompanying notes to consolidated financial statements.

IBEX LIMITED AND SUBSIDIARIES
Consolidated Statements of Cash Flows
(in thousands)

	June 30, 2024	June 30, 2023	June 30, 2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	\$ 33,655	\$ 31,582	\$ 21,456
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	19,461	18,985	18,100
Noncash lease expense	13,205	14,456	14,066
Warrant contra revenue	1,183	1,090	970
Deferred income tax provision / (benefit)	344	4,529	(5,170)
Share-based compensation expense	3,765	4,606	1,851
Allowance of expected credit losses	33	295	—
Impairment losses	1,532	—	—
Loss on lease terminations	—	251	—
Gain on sale of subsidiaries	—	(246)	—
Change in assets and liabilities:			
Increase in accounts receivable	(12,068)	(12,297)	(9,705)
(Increase) / decrease in prepaid expenses and other current assets	(7,517)	1,467	3,551
(Decrease) / increase in accounts payable and accrued liabilities	(2,246)	(3,753)	2,307
(Decrease) / increase in deferred revenue	(1,919)	(4,797)	5,506
Decrease in operating lease liabilities	(13,528)	(14,309)	(12,926)
Net cash inflow from operating activities	35,900	41,859	40,006
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment	(8,855)	(18,952)	(25,919)
Cash outflow from sale of subsidiaries, net of cash received	—	(85)	—
Net cash outflow from investing activities	(8,855)	(19,037)	(25,919)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from line of credit	238	43,448	88,117
Repayments of line of credit	(291)	(54,597)	(99,227)
Repayment of debt	—	(3,795)	(6,834)
Proceeds from the exercise of options	366	2,053	35
Principal payments on finance leases	(490)	(447)	(818)
Purchase of treasury shares	(21,556)	(276)	(3,406)
Net cash outflow from financing activities	(21,733)	(13,614)	(22,133)
Effects of exchange rate difference on cash and cash equivalents	(21)	(610)	(965)
Net increase / (decrease) in cash and cash equivalents	5,291	8,598	(9,011)
Cash and cash equivalents at beginning of the year	57,429	48,831	57,842
Cash and cash equivalents at end of the year	\$ 62,720	\$ 57,429	\$ 48,831
Supplemental cash flow disclosures			
Cash paid for interest	\$ 514	\$ 152	\$ 1,246
Cash paid for income taxes	\$ 7,688	\$ 4,283	\$ 2,160
Supplemental non-cash disclosures			
Change in accounts payable related to fixed assets	\$ (548)	\$ (621)	\$ 1,631

See accompanying notes to consolidated financial statements.

IBEX LIMITED AND SUBSIDIARIES
Notes to the Consolidated Financial Statements
(in thousands, except share data)

1. OVERVIEW AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

OVERVIEW

IBEX Limited (“IBEX” and together with its subsidiaries, the “Company,” “ibex,” “we,” “us,” or “our”) was incorporated on February 28, 2017 in Hamilton, Bermuda. Our registered office in Bermuda is Crawford House, 50 Cedar Avenue, Hamilton HM 11, Bermuda. We are a “controlled company” within the meaning of the rules of Nasdaq, with The Resource Group International Limited (“TRGI”) being our controlling shareholder. TRG Pakistan Limited holds a controlling interest in TRGI. On August 7, 2020, the Company was admitted to trade on the Nasdaq Global Market under the ticker symbol “IBEX.”

The Company is an end-to-end provider of technology-enabled customer lifecycle experience (“CLX”) solutions. Through the Company’s integrated CLX platform, a comprehensive portfolio of solutions is offered to optimize customer acquisition, engagement, expansion and experience for clients. The Company leverages sophisticated technology and proprietary analytics, in combination with its global footprint and business process outsourcing expertise, to protect and enhance clients’ brands. The Company manages nearly 169 million interactions each year with consumers on behalf of clients through an omni-channel approach, using voice, web, chat and email.

Our Connect business lies at the core of our offerings and generates the majority of the Company’s revenue. This business unit delivers differentiated customer service (assisting our clients’ customers with information about our clients and their products or services), technical support (providing specialized teams to provide information, assistance and technical guidance to our clients’ customers on a specific product or service), revenue generation (upselling and cross selling) and other value-added outsourced back office services (finance and accounting, marketing support, sales operations, and human resources administration) to our clients. We deploy these capabilities through a true omni-channel CX model, which integrates voice, email, chat, SMS, social media and other communication applications.

In addition our ibex Digital suite of solutions works with consumer-facing businesses to help them build, grow and scale technology-driven customer acquisition solutions, while helping drive digital transformation. We offer digital marketing, e-commerce technology, and platform solutions for our clients, helping them build new customer acquisition channels, increase acquired customers, and often do both at a reduced cost. We also have a small suite of what we call CX services which measures, monitors and manages our clients’ holistic customer experiences.

Operating segments

An operating segment is defined as a component of a company for which separate financial information is available and which is regularly evaluated by the chief operating decision maker (“CODM”) for the purpose of making decisions regarding resource allocation and performance assessment. The Company’s CODM is the chief executive officer (“CEO”). The Company’s CODM reviews consolidated financial results to make decisions, allocate resources and assess performance. Therefore, the Company has determined that it operates in a single operating and reportable segment.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation and principles of consolidation

On December 31, 2022, we determined that we no longer met the criteria to remain a foreign private issuer. Effective July 1, 2023, the Company became a domestic filer and we are required to file periodic reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, and to follow other rules as required.

The Company’s consolidated financial statements are prepared in accordance with generally accepted accounting principles in the United States of America (“U.S. GAAP”) for the fiscal years ended June 30, 2024

and 2023, and retrospectively for the fiscal year ended June 30, 2022 and include the financial results of all wholly-owned subsidiaries. When the Company does not have majority ownership in an entity but exerts significant influence over that entity, the Company accounts for the entity under the equity method of accounting. All intercompany balances and transactions have been eliminated in consolidation. Certain prior year amounts have been reclassified to conform to the current year presentation.

Use of estimates

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements. Significant items subject to such estimates and assumptions include useful lives for property and equipment; impairment of long-lived assets, operating lease assets and liabilities, goodwill, and other intangible assets; allowance for credit losses; valuation allowances for deferred tax assets and other receivables; fair value of share-based compensation, warrants, and derivatives, and legal provisions. The Company bases its estimates on historical experience and other assumptions it believes are reasonable, including the use of outside experts as necessary, and updates these estimates on an ongoing basis and as new events occur, more experience is acquired and/or more information is obtained. Actual results could differ materially from these estimates.

Foreign currency matters

These financial statements are presented in U.S. dollars, which is the functional and presentation currency of IBEX Limited. Certain of the Company's subsidiaries have a functional currency other than the U.S. dollar. The assets and liabilities of these subsidiaries are translated into U.S. dollars at period-end exchange rates. Income and expense items are translated at the monthly average exchange rates during the period in which the items occur. Translation gains and losses are recorded in accumulated other comprehensive income (loss) ("AOCI"), a component of stockholders' equity, and included in net earnings only upon sale or liquidation of the underlying foreign subsidiary or affiliated company. Foreign currency transaction gains and losses are recognized in selling, general and administrative expense and are based on differences between foreign exchange rates on the transaction date and on the settlement date.

Revenue recognition

The Company recognizes revenues for services for which control has transferred to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for transferring the promised services. This process involves identifying the customer contract, determining the performance obligations in the contract, determining the transaction price, allocating the transaction price to the distinct performance obligations in the contract, and recognizing revenue when the performance obligations have been satisfied. A performance obligation is considered distinct from other obligations in a contract when it (a) provides a benefit to the customer either on its own or together with other resources that are readily available to the customer and (b) is separately identified in the contract. The Company considers a performance obligation satisfied as it provides services to a customer, meaning the customer has the ability to direct the use and obtain the benefit of the service.

Revenues from contact center services, which consist of customer service, technical support and other value-added outsourced back-office services, are recognized as the services are performed on the basis of the number of billable minutes or hours, contractual rates, and other contractually agreed metrics, if applicable. Certain of our client contracts include bonus and penalty provisions. Revenues related to training that occurs upon commencement of a new client contract or statement of work are deferred and recognized on a straight-line basis over the estimated life of the client program, as it is not considered to have a standalone value to the customer. The related expenses are expensed as incurred. Revenues are recognized over time as performance obligations are satisfied and in the period in which the Company has a right to invoice, net of discounts, incentives, and/or penalties as per contractual terms. Bonuses and penalties accrue for the current billing period and do not depend on future performance. In some cases, we may estimate these bonuses or penalties using the "most likely amount" method based on actual data and historical experience.

Revenues from digital services are recognized at a point in time upon the successful consumer activation or purchase of clients' services. We utilize third parties in the satisfaction of this performance obligation; however, because we retain control over these third parties and are solely responsible for the risk and reward associated

with this performance obligation, we have determined that we are the principal in these transactions and therefore recognize revenue on a gross basis.

Revenues from CX software-as-a-service products are recognized over time based on the term of the subscription. Set-up fees to customize the customer experience solution for client's specific needs are deferred and recognized on a straight-line basis over the term of the subscription. Revenues related to additional consulting services are recognized over the period as the related services are performed on a per hour basis.

All of our contracts include the right to invoice for services on a monthly basis. None of our contracts include significant termination penalties, and generally may be terminated for convenience at any time with a short notice period (generally 30 to 120 days).

The Company generally does not incur significant upfront costs to fulfill or obtain a contract that would qualify for capitalization under Accounting Standards Codification ("ASC") 606, *Revenue from Contracts with Customers*.

Cash and cash equivalents

Cash and cash equivalents includes highly liquid investments with initial maturities of three months or less and include money market funds. The carrying value of cash and cash equivalents approximates fair value because of the short-term maturity of those instruments. The majority of the Company's cash and cash equivalents are deposited with financial institutions located in the U.S. and may at times exceed insured limits.

Trade receivables

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. Amounts collected on trade accounts receivable are included in net cash provided by operating activities in the statements of cash flows.

In accordance with Accounting Standards Update ("ASU") No. 2016-13, *Financial Instruments - Credit Losses (Topic 326)*, the Company estimates its credit losses using the lifetime expected credit loss model. The allowance for credit losses is calculated quarterly based on the Company's historical loss percentages, net of recoveries. In addition to the evaluation of historical losses, the Company considers current and future economic conditions and events such as changes in customer credit quality and liquidity. The Company will write-off accounts receivable against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

Concentration of credit risk

The Company is exposed to credit risk in the normal course of business, primarily related to accounts receivable and derivative instruments. Historically, the losses related to credit risk have been immaterial. The Company regularly monitors its credit risk to mitigate losses. The Company evaluates the creditworthiness of its clients prior to and throughout the life of the client relationship. The Company does not believe it is exposed to more than a nominal amount of credit risk in its derivative instruments as all of its counterparties are investment-grade financial institutions.

Tax advances and receivables

Tax advances and receivables consist primarily of refundable sales and use taxes and income tax prepayments.

Other assets

Other current assets and other non-current assets consist primarily of refundable security deposits, loans and advances receivable, and derivative assets.

Property and equipment, net

Property and equipment and assets leased under financing leases are carried at cost at the acquisition date and are depreciated using the straight-line method over their estimated useful lives as follows:

Property and equipment	Useful economic life
Leasehold improvements	Lesser of life of the asset or expected lease term
Furniture, fixture and office equipment	3 - 5 years
Computer equipment and software	3 years
Vehicles	3 - 5 years

Property and equipment assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability is assessed by a comparison of the carrying amount of the asset to the estimated future undiscounted net cash flows expected to be generated by the asset. If estimated future undiscounted net cash flows are less than the carrying value of the asset, an impairment loss is recognized to the extent its carrying value exceeds its estimated fair value.

During the year ended June 30, 2024, we determined that the estimated fair value for certain assets at two of our delivery locations no longer exceeded their carrying value. The fair value of these assets was based on various assumptions including our ability to redeploy and utilize the assets at other sites. We recognized impairment losses related to leasehold improvements, furniture & fixtures, and computer equipment of \$1.3 million during the year ended June 30, 2024, which is included in selling, general and administrative expense in the consolidated statements of comprehensive income. There were no impairment losses recognized during the years ended June 30, 2023 or 2022.

Leases

The Company determines whether an arrangement contains a lease at inception in accordance with the provisions of ASC 842, *Leases*. Operating leases are included in operating lease assets and current and non-current operating lease liabilities, and assets leased under finance leases are included in property and equipment, net and current and long-term debt in the consolidated balance sheets.

Operating lease assets represent the Company's right to use an underlying asset for the lease term, and operating lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating leases with initial terms in excess of twelve months are recognized at the commencement date based on the present value of lease payments over the lease term. The operating lease asset is adjusted for lease incentives, prepaid lease payments and initial direct costs. Operating lease expense is recognized on a straight-line basis over the lease term in cost of services or selling, general and administrative expense, as applicable. The Company has lease agreements for office space with lease and non-lease components. The Company has elected to combine lease and non-lease components.

Certain of the Company's lease agreements include rental payments that adjust periodically based on an index or rate, generally the applicable Consumer Price Index. The operating lease liability is measured using the prevailing index or rate at the measurement date (i.e., the commencement date). Incremental payments due to changes to the index- and rate-based lease payments are expensed as incurred.

For purposes of calculating operating lease liabilities, the lease term includes options to extend or terminate the lease when it is reasonably certain that the Company will exercise those options. The Company's capital investment, relationships with clients serviced at the site, and employee recruitment potential are some of the factors it considers when determining whether it will exercise its option to extend a lease.

The Company determines the incremental borrowing rates based on information available at the lease commencement date. The incremental borrowing rate is the rate of interest that a lessee would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. Interest on finance leases is included in interest expense, net, in the consolidated statements of comprehensive income. We apply judgment in estimating the incremental borrowing rate

including considering the term of the lease, the currency in which the lease is denominated, and the impact of collateral and our credit risk on the rate.

The Company has elected the short-term lease recognition exemption for all asset classes. Leases with a term of twelve months or less are expensed as incurred in the consolidated statements of comprehensive income as cost of services or selling, general and administrative expense as applicable.

For finance leases, the right of use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received. The right of use asset is subsequently amortized using the straight-line method from the lease commencement date to the earlier of the end of the useful life of the underlying asset or the end of the lease term. The lease liability is initially measured in the same manner and date as for operating leases and is subsequently measured at amortized cost using the effective interest method.

During the year ended June 30, 2024, we determined that the estimated fair value for one of our operating leases no longer exceeded its carrying value. The fair value of the lease asset was based on various assumptions including market-based factors and our ability to utilize the site in the future. We recognized an impairment loss on the operating lease asset of \$0.3 million during the year ended June 30, 2024, which is included in selling, general and administrative expense in the consolidated statements of comprehensive income. There were no impairment losses recognized during the years ended June 30, 2023 or 2022.

Goodwill

Goodwill represents the excess of the cost of a business combination over the total acquisition date fair value of the identifiable assets, liabilities and contingent liabilities acquired. Goodwill is not amortized but is tested for impairment at the reporting unit level, on an annual basis or more frequently, if events occur or circumstances change indicating potential impairment. The Company annually tests goodwill for impairment on June 30. In evaluating goodwill for impairment, the Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying amount. Qualitative factors that the Company considers include, but are not limited to, macroeconomic and industry conditions, overall financial performance and other relevant entity-specific events. If the Company bypasses the qualitative assessment, or if the Company concludes that it is more likely than not that the fair value of a reporting unit is less than its carrying value, then the Company performs a quantitative goodwill impairment test to identify potential goodwill impairment and measures the amount of goodwill impairment it will recognize, if any.

In the quantitative goodwill impairment test, the Company compares the estimated fair value of the reporting unit with its related carrying value. If the estimated fair value exceeds the carrying amount, no further analysis is needed. If, however, the reporting unit's estimated fair value is less than its carrying amount, the Company records an impairment for the difference between the estimated fair value and the carrying value.

The Company uses an internally developed discounted cash flow model that includes estimates of projected revenues, expenses and related cash flows based on assumed long-term growth rates and demand trends, expected future investments to grow new units, and estimated discount rates. The Company bases these assumptions on its historical data and experience, industry projections, and micro and macro general economic condition projections and expectations.

No impairments were recorded during the years ended June 30, 2024, 2023 or 2022.

Other intangible assets

The Company has indefinite-lived intangible assets consisting of trademarks. The Company evaluates indefinite-lived intangible assets for possible impairment at least annually or whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Similar to goodwill, the Company may first use a qualitative analysis to determine whether it is more likely than not that an indefinite-lived intangible asset is impaired. The qualitative analysis will include a review of changes in economic, market and industry conditions, business strategy, and financial performance, among others, to determine if there would be a significant decline to the fair value of an indefinite-lived intangible asset. If a quantitative analysis is

completed, an indefinite-lived intangible asset is evaluated for possible impairment by comparing the fair value of the asset with its carrying value. An impairment charge is recorded if the asset's carrying value exceeds its estimated fair value. No impairments were recorded during the years ended June 30, 2024, 2023 or 2022.

Other intangible assets are included in other non-current assets on the consolidated balance sheets.

Derivatives

The Company accounts for financial derivative instruments under ASC 815, *Derivatives and Hedging*. The Company generally utilizes options with expirations of 12 months or less to reduce its foreign currency exposure due to exchange rate fluctuations on forecasted operating cash flows denominated in non-functional foreign currencies. In using derivative financial instruments to hedge these exposures, the Company exposes itself to counterparty credit risk.

The Company designates these derivatives as cash flow hedges. To qualify for hedge accounting treatment, a derivative must be highly effective in mitigating the designated risk of the hedged item. The Company formally documents all relationships between hedging instruments and hedged items, as well as its risk management objective and strategy for undertaking various hedging activities. The Company also formally assesses, both at the hedge's inception and on an ongoing basis, whether the derivatives that are used in hedging transactions are highly effective on a prospective and retrospective basis. When it is determined that a derivative has ceased to be a highly effective hedge or if a forecasted hedged item is no longer probable of occurring, or if the Company de-designates a derivative as a hedge, the Company discontinues hedge accounting and records all gains and losses in earnings.

For cash flow hedges, the entire change in the fair value of the hedging instrument included in the assessment of hedge effectiveness is reported in AOCI until the hedged transaction affects earnings. At that time, this amount is reclassified from AOCI and recognized within cost of services or selling, general and administrative expenses, or interest expense, net, as applicable.

Cash flows related to derivative contracts are classified within the operating section in the consolidated statements of cash flows.

Contingencies

The Company is subject to claims and lawsuits filed in the ordinary course of business. Although management does not believe that any such proceedings will have material adverse effect on its consolidated financial position, results of operations, or cash flows, no assurances to that effect can be given based on the uncertainty of litigation and demands of third parties. The Company records a liability for pending litigation and claims where losses are both probable and can be reasonably estimated. Legal fees are expensed as incurred.

Employee benefits

(a) Defined contribution plans

The Company sponsors a 401(k) plan in the U.S. under which the Company makes matching contributions for eligible employees up to 4% of compensation. All Company matching contributions are immediately vested. The Company operates defined contribution plans in other countries as allowed or required by law.

For the years ending June 30, 2024, 2023, and 2022, the Company incurred plan expenses of \$1.4 million, \$1.2 million, and \$1.0 million, respectively, which is recorded in selling, general and administrative expenses.

(b) Defined benefit plan

The Company records amounts relating to its defined benefit plans based on calculations that incorporate various actuarial and other assumptions, including discount rates, mortality, assumed rates of return, compensation increases and turnover rates. Remeasurement changes are reflected in AOCI. Current service costs are recorded in the period to which they relate. Prior service cost, if any, resulting from an amendment to a plan is recognized and amortized over the remaining period of service of the covered employees.

The Company reviews and adjusts its assumptions annually based on current rates and trends. The Company believes that the assumptions utilized in recording its obligation under the plan are reasonable based on its experience and market conditions.

As of June 30, 2024 and 2023, defined benefit obligations of \$1.3 million and \$1.2 million, respectively, were included in other non-current liabilities in the consolidated balance sheets, and amounts recognized in the consolidated statements of comprehensive income for the years ended June 30, 2024, 2023, and 2022 were \$0.3 million, \$0.4 million, and \$0.4 million, respectively.

Share-based compensation plans

The Company accounts for its share-based awards in accordance with provisions of ASC 718, *Compensation - Stock Compensation*. The Company calculates the fair value of option awards using the Black-Scholes model. For equity-classified awards, total compensation cost is based on the grant date fair value. For liability-classified awards, total compensation cost is based on the fair value of the award on the date the award is granted and is subsequently re-measured at each reporting date until settlement.

The Company recognizes share-based compensation expense over the requisite vesting period using a graded vesting model. Awards to employees and directors may contain service, performance and/or market vesting conditions. For unvested awards with performance conditions, the Company assesses the probability of attaining the performance conditions at each reporting period. Awards that are deemed probable of attainment are recognized in expense over the requisite service period. The Company accounts for forfeitures as they occur.

Warrant to purchase common shares

The Company accounts for a warrant to purchase its common shares as an equity instrument in accordance with the provisions of ASU No. 2019-08, *Compensation – Stock Compensation (Topic 718)* and ASC 606, which requires entities to measure and classify share-based payment awards granted to a customer by applying the guidance under Topic 718, as of January 1, 2019. On the grant date, the Company measured the warrant using a Black-Scholes option pricing model. There was no immediate vesting upon execution of the warrant. Contra-revenue and equity are recorded as revenue is recognized. The Company has elected a policy to estimate forfeitures for non-employee equity grants. At each reporting period, the Company assesses the likelihood of additional vesting in accordance with service or performance conditions included in the warrant terms. The Company revises its estimates for additional contra-revenue when it is probable that additional shares will vest.

Income taxes

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. Deferred tax assets are also recognized for the estimated future effects of tax loss carry forwards. The effect of changes in tax rates on deferred taxes is recognized in the period in which the enactment dates change.

We recognize deferred tax assets to the extent that we determine that these assets are more likely than not to be realized. In making such a determination, we consider the available positive and negative evidence, including future reversals of existing temporary differences, projected future taxable income, tax-planning strategies, carryback potential if permitted under the tax law, and results of recent operations. The Company records valuation allowances against its deferred tax assets based on whether it is more likely than not that the deferred tax assets will be realized. If we determine that we are able to realize our deferred tax assets in the future in excess of their net recorded amount, we will make an adjustment to the valuation allowance.

We record uncertain tax positions in accordance with ASC 740, *Income Taxes*, on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that met the more likely than not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

We recognize interest and penalties related to uncertain tax positions in income tax expense in the consolidated statement of operations. Accrued interest and penalties are included on the related tax liability line in the consolidated balance sheets.

Share repurchase programs

The Company's board of directors (the "Board") may authorize share repurchases of the Company's common shares. Purchases made pursuant to these authorizations may be carried out through open market transactions, negotiated purchases or otherwise, at times and in such amounts as the Company deems appropriate. Shares repurchased under such authorizations are held in treasury for general corporate purposes, including issuances under various employee share-based award plans. When Company shares are repurchased, the amount of the consideration paid (including directly attributable costs, net of any tax effects) is recognized as a deduction of additional paid in capital. Repurchased shares are classified as treasury shares and are presented as a deduction from total equity. When treasury shares are subsequently sold or reissued, the amount received is recognized as an increase in additional paid in capital, and any resulting surplus or deficit on the transaction is reclassified to accumulated deficit.

The Board will review the repurchase program periodically and may authorize adjustment of its terms and size, and suspend or discontinue the program. The Company has funded and expects to fund future repurchases with its existing cash balance. The share repurchase programs do not obligate the Company to acquire any particular amount of common shares. See Note 14. "Stockholders' Equity" for more information on share repurchases.

Equity method investment

The Company uses the equity method to account for its investment in a company if the investment provides the Company with the ability to exercise significant influence over, but not control of, the operating and financial policies of the investee. The Company's consolidated net income includes the Company's proportionate share of the net income or loss of the investee. The Company's judgment regarding the level of influence over its equity method investee includes considering key factors such as the Company's ownership interest, representation on the Board and participation in policy-making decisions of the investee and material intercompany transactions. The Company has elected to classify distributions from its investee based on the cumulative earnings approach. See Note 17. "Investment in Joint Venture" for more information.

Cloud Computing Software Implementation Costs

The Company incurs costs to implement cloud computing arrangements that are hosted by a third-party vendor. In accordance with ASC 350-40, Goodwill and Other, Internal-Use Software, for cloud computing arrangements that meet the definition of a service contract, the Company capitalizes qualifying implementation costs incurred during the application development stage in other non-current assets. Capitalized costs are primarily comprised of third-party consulting fees, direct labor, and related expenses. Capitalization of these costs concludes once the project is substantially complete and the software is ready for the Company's intended use. Once available for its intended use, the capitalized costs will be amortized on a straight-line basis over the term of the associated hosting arrangement including periods covered by an option to extend, and are included in selling, general and administrative expenses in the consolidated statements of comprehensive income. Costs related to data conversion, overhead, general and administrative activities, and training are expensed as incurred. Post-configuration training and maintenance costs are expensed as incurred.

The Company capitalized \$3.5 million during the year ended June 30, 2024. There were no costs capitalized during the year ended June 30, 2023.

Other postemployment benefits

During the year ended June 30, 2024, the Company eliminated certain positions that it considered redundant and incurred approximately \$1.6 million in severance costs, of which \$1.4 million is recorded in selling, general and administrative expense and \$0.2 million is recorded in cost of services in the consolidated statements of comprehensive income. As of June 30, 2024, \$0.8 million was accrued and is expected to be paid by July 30, 2025.

Emerging Growth Company

The Company currently qualifies as an “emerging growth company” under the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”). Accordingly, the Company has the option to adopt new or revised accounting guidance either (i) within the same periods as those otherwise applicable to non-emerging growth companies or (ii) within the same time periods as private companies pursuant to Section 13(a) of the Exchange Act. The Company has elected to use the extended transition period until we are no longer an emerging growth company or until we choose to opt out of the extended transition period affirmatively and irrevocably.

Recently Issued Accounting Pronouncements

In November 2023, the Financial Accounting Standards Board (“FASB”) issued ASU No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. In addition, the amendments enhance interim disclosure requirements, clarify segment disclosure requirements for entities with a single reportable segment, and contain other disclosure requirements. The amendments in ASU No. 2023-07 are effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. We are currently evaluating the impact of the new guidance on the disclosures to our consolidated financial statements.

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which modifies the rules on income tax disclosures to require entities to disclose (1) specific categories in the rate reconciliation, (2) the income or loss from continuing operations before income tax expense or benefit (separated between domestic and foreign), and (3) the income tax expense or benefit from continuing operations (separated by federal, state and foreign). This update also requires entities to disclose their income tax payments to international, federal, state and local jurisdictions, among other changes. The amendments in ASU No. 2023-09 are effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. We are currently evaluating the impact of the new guidance on the disclosures to our consolidated financial statements.

In March 2024, the SEC issued its final climate disclosure rules, which require the disclosure of climate-related information in annual reports and registration statements. The rules require disclosure in the audited financial statements of certain effects of severe weather events and other natural conditions above certain financial thresholds, as well as amounts related to carbon offsets and renewable energy credits or certificates, if material. Disclosure requirements will begin phasing in for fiscal years beginning on or after January 1, 2025. On April 4, 2024, the SEC determined to voluntarily stay the final rules pending certain legal challenges. We are currently evaluating the impact of the new rules on the disclosures to our consolidated financial statements.

2. REVENUE FROM CONTRACTS WITH CUSTOMERS

The majority of the Company’s revenues are derived from contracts with customers who are located in the United States of America (the “United States” or “U.S.”). However, the Company delivers most of its services from regional customer experience delivery centers that are located in geographies outside of the United States.

Our global delivery model is built on regional customer experience delivery centers and includes a unique ability to support work-at-home capabilities in any region that we currently operate.

The Company generated its revenue from clients based in the United States and other countries as below:

(\$000s)	June 30, 2024	June 30, 2023	June 30, 2022
Revenue			
United States	\$ 493,015	\$ 509,170	\$ 476,092
Other countries	15,554	13,948	16,759
Total	\$ 508,569	\$ 523,118	\$ 492,851

The following table presents the breakdown of the Company's revenues by geographical location, based on where the services are provided for the years ended:

(\$000s)	June 30, 2024	June 30, 2023	June 30, 2022
Revenue			
Onshore (United States)	\$ 120,153	\$ 145,401	\$ 167,925
Offshore (Philippines, Pakistan)	244,825	221,913	186,902
Nearshore (Jamaica, Nicaragua, Honduras)	143,591	155,804	138,024
Total	\$ 508,569	\$ 523,118	\$ 492,851

The following table presents the breakdown of the Company's revenue by pattern of revenue recognition for the years ended:

(\$000s)	June 30, 2024	June 30, 2023	June 30, 2022
Pattern of Revenue recognition			
Services transferred over time	\$ 477,663	\$ 489,942	\$ 455,206
Services transferred at a point in time	30,906	33,176	37,645
	\$ 508,569	\$ 523,118	\$ 492,851

The movement in the deferred revenue is as follows:

(\$000s)	June 30, 2024	June 30, 2023
Beginning balance	\$ 7,796	\$ 12,593
Revenue recognized		(8,509)
Revenue deferred		6,590
Ending balance	\$ 5,877	\$ 7,796

3. ACCOUNTS RECEIVABLE AND SIGNIFICANT CLIENT

Accounts receivable, net in the accompanying consolidated balance sheets consists of the following:

(\$000s)	June 30, 2024	June 30, 2023
Accounts receivable	\$ 98,438	\$ 86,484
Less: Allowance for credit losses	(72)	(120)
Accounts receivable, net	\$ 98,366	\$ 86,364

The Company will write-off accounts receivable against the allowance when it determines a balance is uncollectible, and wrote-off \$0.1 million and \$1.4 million for the years ended June 30, 2024 and 2023, respectively. Write-offs for the fiscal year ended June 30, 2022 were not material.

Activity in the Company's allowance for credit losses consists of the following:

(\$000s)	June 30, 2024	June 30, 2023
Beginning balance	\$ 120	\$ 1,290
Provision for credit losses	93	321
Reversal of provision for credit losses	(60)	(26)
Uncollectible receivables written off	(87)	(1,410)
Effect of foreign exchange	6	(55)
Ending balance	\$ 72	\$ 120

Significant Client

During the years ended June 30, 2024 and 2023, the Company had one client that contributed approximately 12% of total revenue, respectively. As of June 30, 2024 and 2023, the accounts receivable from this client was \$13.6 million and \$6.0 million, respectively.

To limit the Company's credit risk with its clients, management regularly monitors the aging of customer receivables, maintains allowances for credit losses and may require prepayment for services from certain clients. Based on currently available information, management does not believe significant credit risk exists as of June 30, 2024.

4. PROPERTY AND EQUIPMENT, NET

Property and equipment consists of the following:

(\$000s)	June 30, 2024	June 30, 2023
Leasehold improvements	\$ 34,421	\$ 37,356
Furniture & fixtures	28,842	31,228
Computer equipment	76,283	73,824
Software	21,359	21,057
Vehicles	2,826	1,779
Assets under construction	1,705	435
Property and equipment, gross	\$ 165,436	\$ 165,679
Less: Accumulated depreciation	(135,574)	(124,528)
Property and equipment, net	\$ 29,862	\$ 41,151

The following table presents the Company's total property and equipment, net by geographic location:

(\$000s)	June 30, 2024	June 30, 2023
United States	\$ 5,920	\$ 10,751
Philippines	5,667	9,117
Pakistan	6,739	3,923
Jamaica	8,659	13,374
Nicaragua	2,082	3,421
Honduras	795	565
Total	\$ 29,862	\$ 41,151

Depreciation expense, which includes depreciation expense for finance lease assets, for the Company was \$19.5 million, \$19.0 million, and \$18.1 million for the years ended June 30, 2024, 2023, and 2022, respectively.

5. LEASES

The Company has operating lease obligations primarily for our delivery centers and finance lease obligations primarily for vehicles and other equipment. Leases typically have initial terms of two to fifteen years, and may include renewal options if the Company is reasonably certain to exercise such options.

The components of lease cost are as follows:

(\$000s)	June 30, 2024	June 30, 2023	June 30, 2022
Operating lease cost:			
Operating lease cost	\$ 19,753	\$ 21,614	\$ 21,442
Variable lease cost	2,949	4,127	4,207
Short-term lease cost	211	—	—
Total operating lease cost	\$ 22,913	\$ 25,741	\$ 25,649
Finance lease cost:			
Amortization of right of use assets	\$ 653	\$ 446	\$ 375
Interest on lease liabilities	235	143	93
Total finance lease cost	\$ 888	\$ 589	\$ 468

The following table presents supplemental balance sheet information related to leases:

(\$000s)	June 30, 2024	June 30, 2023
Operating lease assets	\$ 59,145	\$ 70,919
Operating lease liabilities, current	\$ 12,051	\$ 13,036
Operating lease liabilities, non-current	53,441	64,854
Total operating lease liabilities	\$ 65,492	\$ 77,890
Finance lease assets, net	\$ 1,697	\$ 929
Finance lease liabilities, current	\$ 660	\$ 361
Finance lease liabilities, non-current	867	600
Total finance lease liabilities	\$ 1,527	\$ 961

The following table presents supplemental cash flow information related to leases:

(\$000s)	June 30, 2024	June 30, 2023	June 30, 2021
Cash paid for amounts included in the measurement of lease liabilities	\$ 13,528	\$ 14,309	\$ 12,926
Operating cash flows paid for interest portion of finance leases	235	143	93
Financing cash flows paid for principal portion of finance leases	490	447	818

The following table presents supplemental noncash information related to leases:

(\$000s)	June 30, 2024	June 30, 2023
Right-of-use assets obtained in exchange for lease obligations		
Operating leases	\$ 6,069	\$ 11,281
Finance leases	\$ 1,040	\$ 881
Reduction due to reassessment of lease renewal options		
Right-of-use assets	\$ (3,656)	\$ —
Operating lease liabilities	\$ (3,689)	\$ —

Weighted average remaining lease term (in years)	June 30, 2024	June 30, 2023
Operating leases	5.1	5.7
Finance leases	2.2	2.6

Weighted average discount rate

Operating leases	10.5 %	9.2 %
Finance leases	22.3 %	13.4 %

The following table presents the maturities of our lease liabilities as of June 30, 2024:

(\$000s)	Operating Leases	Finance Leases
Year Ending		
2025	\$ 17,384	\$ 916
2026	15,968	701
2027	15,746	304
2028	14,222	—
2029	12,082	—
Thereafter	10,815	—
Total undiscounted lease payments	86,217	1,921
Less: liability accretion	(20,725)	(394)
Total lease liabilities	\$ 65,492	\$ 1,527

6. GOODWILL AND OTHER INTANGIBLE ASSETS

Goodwill

The carrying amount of goodwill at both June 30, 2024 and 2023 was \$11.8 million. During the years ended June 30, 2024 and 2023, the Company performed a qualitative assessment and determined that the estimated fair value of the reporting unit exceeded the carrying value, therefore, no impairment charges were recognized.

Other Intangible Assets

The carrying amount of indefinite-lived intangible assets (trademarks) at both June 30, 2024 and 2023 was \$0.7 million and is included in other non-current assets in the consolidated balance sheets. During the years ended June 30, 2024 and 2023, the Company performed a qualitative assessment and determined that no impairment was necessary.

7. DERIVATIVES

Foreign exchange contracts

From time to time, the Company enters into foreign currency exchange contracts, consisting of offsetting foreign exchange option contracts ("collars"), to mitigate foreign exchange fluctuations on the Philippine Peso ("PHP") within a certain range and on a certain percentage of its PHP operating costs. The collars are designated as cash flow hedges upon inception, in accordance with ASC 815, in order to match the financial results of the hedges with the forecasted transactions. These contracts cover periods commensurate with the expected exposure, generally three to twelve months. We execute our contracts with our primary banking partner, PNC Bank, National Association ("PNC"). The Company has not experienced any material issues related to derivative counterparty defaults.

The following table shows the notional amount and fair value of our foreign exchange cash flow hedging instruments as of June 30, 2024 and 2023:

Settlement date	Hedged currency	Foreign currency rate	Notional amount (\$000s)	Fair Value (\$000s)
Foreign currency option contracts - liabilities				
July 8, 2024 through December 19, 2024	PHP	54.00 - 57.50	\$ 9,789	
Fair value as of June 30, 2023				100
Fair value as of June 30, 2024				335

The fair value of the collars is included in accounts payable and accrued liabilities in the consolidated balance sheets.

Changes in the fair value of derivatives that are designated and qualify as cash flow hedges are recognized in AOCI. Amounts previously recognized in AOCI are reclassified to cost of services in the periods in which the hedged expenses occur.

Refer to Note 14. "Stockholders' Equity" for further details on the change in fair value of our cash flow hedges and the net gain or loss reclassified to earnings from effective hedges during the years ended June 30, 2024, 2023 and 2022.

8. DEBT

Debt consists of the following:

(\$000s)	June 30, 2024	June 30, 2023
Debt		
PNC Credit Facility	\$ —	\$ 52
Finance leases	1,527	961
Total debt	\$ 1,527	\$ 1,013
Less: Current maturities of long-term debt and finance leases	(660)	(413)
Total long-term debt	\$ 867	\$ 600

Revolving credit facility

PNC Credit Facility

In November 2013, the Company's subsidiary, Ibex Global Solutions, Inc. (formerly known as TRG Customer Solutions, Inc.), entered into the three-year \$35.0 million revolving credit facility with PNC (as amended, the "PNC Credit Facility"). Between June 2015 and March 2021, the PNC Credit Facility was amended multiple times for increases to the maximum revolving advance amount and extensions of the maturity date. In March 2021, the PNC Credit Facility was amended to join its wholly owned subsidiaries, Digital Globe Services, LLC, TelSatOnline, LLC and 7 Degrees, LLC as borrowers. In September 2021, the PNC Credit Facility was amended to join its wholly owned subsidiary, iSky, LLC as a borrower. In June 2022, the PNC Credit Facility was amended to increase the maximum revolving advance amount to \$80 million, with the ability to request increases, up to a maximum revolving advance amount of \$95 million (contingent upon lender approval), change the reference rate used from LIBOR to Term Secured Overnight Financing Rate ("SOFR") and extend the maturity date to May 2026.

In May 2024, the Company's subsidiaries, Ibex Global Solutions, Inc., Digital Globe Services, LLC, TelSatOnline, LLC, 7 Degrees, LLC, and iSky, LLC (collectively, the "Borrowers") entered into the Seventeenth Amendment to the PNC Credit Facility (the "Amendment") with PNC. The Amendment provides PNC's consent to the assignment of certain customer contracts (the "Contract Assignments") by the Borrowers to the Company's subsidiary, Ibex Global FZ-LLC, provided that (i) the contract revenues associated with such Contract Assignments, upon the effectiveness of such Contract Assignments, shall not in the aggregate be greater than \$175 million and (ii) the Borrowers comply with additional reporting requirements to PNC.

Borrowings under the PNC Credit Facility bear interest at SOFR plus a margin of 1.75% and/or negative 0.5% of the PNC Commercial Lending Rate for domestic loans. The PNC Credit Facility also requires a commitment fee of 0.25% per annum of undrawn commitments to be paid quarterly in arrears. The PNC Credit Facility is guaranteed by IBEX Global Limited and secured by substantially all the assets of the Borrowers.

As of June 30, 2024, the Company had \$79.0 million of borrowing available under the PNC Credit Facility based on eligible collateral.

The PNC Credit Facility contains certain financial, operating, and other covenants, including, among other things, covenants restricting additional borrowings, paying any dividends and making certain investments. The Company was in compliance with all debt covenants as of June 30, 2024.

9. COMMITMENTS

As of June 30, 2024, the Company is party to non-cancelable purchase obligations that mainly relate to long term telecommunications contracts and enterprise cloud solutions for the continuing operation of our business. The Company has commitments to pay \$8.7 million in the next twelve months and \$6.9 million thereafter related to these contracts.

10. WARRANT

On November 13, 2017, and as subsequently amended, the Company issued to Amazon.com NV Investment Holdings LLC, a subsidiary of Amazon.com, Inc. ("Amazon"), a 10-year warrant to acquire approximately 1,674,017 common shares (the "warrant shares"), representing 10.0% of our equity on a fully diluted basis at the time of the warrant's issuance. The warrant is exercisable at a price per share of \$9.42. The warrant provides for net share settlement, that if elected by the holder, will reduce the number of shares issued upon exercise to reflect the net settlement of the exercise price. The warrant is classified as an equity instrument in accordance with ASU No. 2019-08, which was adopted retroactively on July 1, 2020. The Company determined the grant date fair value of the warrant using the Black-Scholes option pricing model.

The warrant shares vest on the satisfaction of specified milestones tied to Amazon's purchase of services from the Company during a seven-and-a-half-year period ended on June 30, 2024. The vesting is partially accelerated in the event of a reorganization transaction (as defined in the warrant). Amazon is entitled to customary shelf and piggy-back registration rights with respect to the shares issued upon exercise of the warrant. Amazon may not transfer the warrant except to a wholly-owned subsidiary of Amazon.

As of June 30, 2024 and 2023, 1,171,812 and 1,004,410 warrant shares were vested, respectively. To date, the warrant has not been exercised, expired or cancelled.

The Company recorded contra revenue of approximately \$1.2 million, \$1.1 million, and \$1.0 million during the years ended June 30, 2024, 2023, and 2022, respectively.

11. SHARE BASED COMPENSATION

The following tables summarize the components of share-based compensation expense recognized in the Company's consolidated statements of comprehensive income, both by line item and by plan:

	Year ended June 30,		
	2024	2023	2022
Cost of services	\$ 76	\$ 298	\$ 105
Selling, general and administrative	3,689	4,308	1,746
Total stock compensation expense	\$ 3,765	\$ 4,606	\$ 1,851

	Year ended June 30,		
	2024	2023	2022
Phantom Stock Plans	\$ (152)	\$ 800	\$ 33
2018 Restricted Share Plan	—	(7)	6
2020 Long Term Incentive Plan	3,917	3,813	1,812
Total stock compensation expense	\$ 3,765	\$ 4,606	\$ 1,851

Phantom Stock Plans

In 2018, the Company adopted phantom stock plans ("Phantom Stock Plans") in certain of its operating countries, which provide for grants of "phantom stock options" to certain executive officers and employees in those countries. Each phantom stock option provides the participant with a contractual right to receive an amount equal to the difference between the fair market value of a vested common share of the Company at the time of exercise and the exercise price of the option per share.

The maximum number of phantom stock options available for issuance under the Phantom Stock Plans is 600,000. The Phantom Stock Plans shall continue until the earlier of June 30, 2025 or termination by the Company's Board pursuant to the terms of the plans.

The following table summarizes the phantom stock option activity for the year ended June 30, 2024:

	Share options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate intrinsic value (thousands)
Outstanding as of June 30, 2023	211,350	\$ 22.18	8.38	\$ 188
Granted	56,000	15.64	9.76	
Exercised	(639)	6.81	3.65	7
Forfeited / expired	(8,460)	25.88	8.51	
Outstanding as of June 30, 2024	258,251	\$ 20.68	7.86	\$ 113
Vested and exercisable as of June 30, 2024	147,459	\$ 20.89	6.84	\$ 83

The weighted average fair value of the phantom stock options outstanding as of June 30, 2024, 2023, and 2022 was \$5.71, \$8.33, and \$5.59 respectively. The total pre-tax intrinsic value of the options exercised during the years ended June 30, 2024, 2023, and 2022 was \$0.0 million, \$0.6 million, and \$0.2 million, respectively. The liability for outstanding phantom stock options as of June 30, 2024 and 2023 was \$1.0 million and \$1.2 million, respectively, and is included in accrued liabilities and other non-current liabilities in the consolidated balance sheets.

Phantom stock option awards vest based on service conditions. The Company has elected to use the Black-Scholes model to calculate the fair value of Phantom stock options. The Black-Scholes model requires the use of certain estimates and assumptions that affect the fair value of options in the consolidated statement of profit or loss. These include the price per share, expected term, expected volatility, expected dividend yield and the risk-free interest rate.

	June 30, 2024	June 30, 2023	June 30, 2022
Expected term	1.40 - 6.12 years	1.40 - 6.12 years	1.40 - 5.66 years
Expected volatility	36.12% - 37.87%	33.41% - 36.33%	32.60% - 37.20%
Expected dividend yield	0.00%	0.00%	0.00%
Risk-free interest rate	4.33% - 4.90%	4.05% to 4.87%	3.01% - 3.03%

The assumptions used in the Black-Scholes model are estimated as follows:

- Expected dividend yield: Zero percent, as we do not anticipate paying dividends on our common shares.
- Expected volatility: Based on the historical stock price volatility of comparable publicly-traded companies in our peer group.
- Risk-free interest rate: Based on the U.S. Treasury yield curve in effect at the date of valuation.
- Expected term: Estimated based on the simplified method as we do not have adequate historical data.

As of June 30, 2024, the unrecognized compensation expense associated with the phantom stock plans is \$0.5 million, which will be recognized over the remaining weighted average vesting period of 3.54 years using a graded vesting model.

2018 Restricted Share Plan

On December 21, 2018, our Board and shareholders approved and adopted the Company's 2018 Restricted Share Plan (the "2018 RSA Plan"). As of May 20, 2020, the Company will not issue further shares under the 2018 RSA Plan and the remaining shares of 707,535 were transferred to the 2020 Long Term Incentive Plan.

Executive Leadership Team awards

Performance-based restricted stock awards (“RSA”) were granted under the 2018 RSA Plan to executive leadership team employees and vested based on certain performance criteria, which have all been met, in addition to service conditions.

A summary of the unvested RSAs is as follows:

	Shares	Weighted Average Grant Date Fair Value
Unvested as of June 30, 2023	6,284	\$ 0.61
Granted	—	—
Vested	(6,284)	0.61
Forfeitures / cancellations / expirations	—	—
Unvested as of June 30, 2024	—	\$ —

2020 Long Term Incentive Plan

On May 20, 2020, our Board and shareholders approved and adopted the Company’s 2020 Long Term Incentive Plan, with an amendment and restatement effective January 14, 2022 (the “2020 LTIP”). The number of common shares that we may issue with respect to awards granted under the 2020 LTIP will not exceed an aggregate of 1,987,326 shares. The 2020 LTIP provides for grants of stock options and restricted stock units.

Stock options

The Company granted stock options to new and existing employees and members of the Board over the last four fiscal years. These awards are subject to service-based, and in some cases, performance- and market-based vesting conditions and generally vest in monthly, quarterly, or annual installments over two to four years. The stock options typically expire ten years after they are granted.

The following table summarizes the stock option activity for the year ended June 30, 2024:

	Share options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (years)	Aggregate intrinsic value (thousands)
Outstanding as of June 30, 2023	941,599	\$ 18.78	7.89	\$ 3,501
Granted	142,000	15.62	9.75	
Exercised	(28,548)	12.82	6.04	101
Forfeited / expired	(98,668)	19.45	7.74	
Outstanding as of June 30, 2024	956,383	\$ 18.31	7.25	\$ 962
Vested and exercisable as of June 30, 2024	635,935	\$ 17.29	6.46	\$ 850

The weighted-average grant-date fair value of options granted during the years ended June 30, 2024, 2023, and 2022 was \$6.70, \$10.37, and \$6.04, respectively. The total pre-tax intrinsic value of the options exercised during the years ended June 30, 2024, 2023, and 2022 was \$0.1 million, \$1.0 million, and \$0.0 million, respectively.

We use the Black-Scholes model to determine the grant-date fair value of the stock options, which was estimated using the following assumptions:

	June 30, 2024	June 30, 2023	June 30, 2022
Expected term	6.12 years	6.12 years	6.08 - 7.00 years
Expected volatility	35.49% - 35.87%	32.89% - 33.39%	31.30% - 31.54%
Expected dividend yield	0.00%	0.00%	0.00%
Risk-free interest rate	4.24% to 4.33%	3.75% to 4.11%	1.28% to 2.00%

The assumptions used in the Black-Scholes model are estimated as follows:

- Expected dividend yield: Zero percent, as we do not anticipate paying dividends on our common shares.
- Expected volatility: Based on the historical stock price volatility of comparable publicly-traded companies in our peer group.
- Risk-free interest rate: Based on the U.S. Treasury yield curve in effect at the time of grant.
- Expected term: Estimated based on the simplified method as we do not have adequate historical data.

Restricted stock units

The Company granted restricted stock units ("RSU") over the last three fiscal years, which vest based on service conditions over four years.

The Company granted restricted stock units that are subject to service and performance conditions over the last three fiscal years, which are referred to as performance-based restricted stock units ("PRSU"). Performance triggers are based on revenue or EBITDA targets. If such targets are met, awards begin vesting on a three-year schedule. If targets are not met, no shares will vest.

The Company calculated the fair value of the RSU and PRSU awards based on the closing price of the Company's common shares on the date of grant, and records compensation expense over the vesting period using a graded vesting model. The weighted average grant-date fair value of awards granted during the years ended June 30, 2024 and 2022 was \$17.13 and \$16.71, respectively. There were no awards granted during the year ended June 30, 2023. The total fair value of RSU and PRSU awards vested during the years ended June 30, 2024, 2023, and 2022 was \$0.3 million, \$0.6 million and \$0.0 million, respectively.

A summary of the unvested RSU and PRSU activity for the year ended June 30, 2024 is as follows:

	Shares	Weighted Average Grant Date Fair Value
Unvested as of June 30, 2023	545,181	\$ 16.28
Granted	50,000	17.13
Vested	(14,902)	16.28
Forfeitures / cancellations / expirations	(8,898)	16.28
Unvested as of June 30, 2024	571,381	\$ 16.35

As of June 30, 2024, there was approximately \$5.7 million of total unrecognized compensation expense related to the 2020 LTIP options, RSU, and PRSU awards, which will be recognized over the remaining weighted average vesting period of 2.92 years using a graded vesting model.

12. FAIR VALUE

The fair value hierarchy prioritized the input to valuation techniques used to measure fair value. The hierarchy requires that the Company maximize the use of observable inputs and minimize the use of unobservable inputs. The levels of the fair value hierarchy are as follows:

Level 1: Quoted prices for identical instruments traded in active markets.

Level 2: Quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.

Level 3: Unobservable inputs that cannot be supported by market activity and that are significant to the fair value of the asset, liability, or equity such as the use of certain pricing models, discounted cash flow models and similar techniques that use significant unobservable inputs.

The carrying value of our cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities, accrued payroll and employee-related liabilities, approximate fair value because of their short-term nature. The Company measures its debt at carrying value including accrued interest, which approximates fair value because of its short-term nature.

Derivatives designated as cash flow hedges

The values of our derivative instruments are derived from pricing models using inputs based upon market information, including contractual terms, market prices and yield curves. The inputs to the valuation pricing models are observable in the market, and as such the derivatives are classified as Level 2 in the fair value hierarchy.

Phantom stock awards

The Company uses the Black-Scholes option pricing model to value our phantom stock awards. All inputs to the model are derived from active market information for identical or similar instruments, including stock price, volatility, and interest rates. The inputs to the valuation pricing models are observable in the market, and as such the phantom stock awards are classified as Level 2 in the fair value hierarchy.

The following is a summary of the Company's fair value measurements on a recurring basis as of June 30, 2024 and 2023:

As of June 30, 2024

	Fair Value Measurements Using		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
(\$000s)			
Liabilities			
Cash flow hedge - foreign currency collars, net	\$ —	\$ 335	\$ —
Phantom stock options	—	1,014	—
Total liabilities	\$ —	\$ 1,349	\$ —

As of June 30, 2023

(\$000s)	Fair Value Measurements Using		
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Liabilities			
Cash flow hedge - foreign currency collars, net	\$ —	\$ 100	\$ —
Phantom stock options	—	1,173	—
Total liabilities	\$ —	\$ 1,273	\$ —

These balances are included in accounts payable and accrued liabilities and other non-current liabilities in the consolidated balance sheets.

There were no transfers between the different hierarchy levels in the years ended June 30, 2024 and 2023.

13. INCOME TAXES

Income before income taxes includes the following components:

(\$000s)	2024	2023	2022
United States	\$ 18,492	\$ 21,938	\$ 1,996
Foreign	22,494	18,388	17,383
Total	\$ 40,986	\$ 40,326	\$ 19,379

The major components of the provision for income tax expense (benefit) are as follows:

(\$000s)	June 30, 2024	June 30, 2023	June 30, 2022
Current tax expense:			
Federal	\$ 3,203	\$ 385	\$ —
State	1,532	487	647
Foreign	2,241	3,467	2,575
Total current expense	\$ 6,976	\$ 4,339	\$ 3,222
Deferred tax:			
Federal	(124)	4,019	(3,759)
State	155	843	(1,025)
Foreign	324	(457)	(515)
Total deferred expense (benefit)	\$ 355	\$ 4,405	\$ (5,299)
Provision for income tax expense (benefit)	\$ 7,331	\$ 8,744	\$ (2,077)

The Company's income tax provision includes the results of the Company's U.S. operations and its various foreign operations including subsidiaries based in the United Kingdom, European Union, Canada, Jamaica, Nicaragua, Pakistan, Senegal, Honduras, and the Philippines. Historically, the Company's Bermuda-based companies are not subject to income tax as there is no corporate income tax in Bermuda. On December 27, 2023 the Bermuda Corporate Income Tax Act 2023 was passed which provides for a 15% corporate tax rate beginning on or after January 1, 2025 for companies with revenue in excess of 750 million Euros. The Company is evaluating the impact of this legislation, but it does not anticipate that it will have a material impact on the Company's operations.

Differences between U.S. federal statutory income tax rates and our effective tax rates for the years ended June 30, 2024, 2023, and 2022 are as follows:

	June 30, 2024	June 30, 2023	June 30, 2022
U.S. federal statutory rate	21.0 %	21.0 %	21.0 %
State income taxes, net of federal deduction	2.8 %	1.4 %	3.0 %
Foreign rate differential	(4.7)%	(5.7)%	(8.6)%
Non-deductible expenses / exempt income	1.0 %	1.2 %	1.5 %
Employment and other tax credits	(1.8)%	(2.9)%	(7.7)%
Prior year provision / other items	0.5 %	3.1 %	0.4 %
Unrecognized losses utilized during the year	— %	— %	(0.7)%
Change in valuation allowance	(0.9)%	3.6 %	(19.6)%
Effective tax rate percentage	17.9 %	21.7 %	(10.7)%

The effective tax rate was 17.9% and 21.7% for the fiscal years ended June 30, 2024 and 2023, respectively. The decrease in the effective tax rate between these periods was primarily attributable to changes in revenue mix across our taxable jurisdictions and discrete items recorded in the prior year.

We have been granted "Tax Holidays" as an incentive to attract foreign investment by the governments of Nicaragua, Pakistan, Honduras, Jamaica, and certain qualifying locations in the Philippines. Generally, a Tax Holiday is an agreement between us and a foreign government under which we receive certain tax benefits in that country. In Nicaragua, we have been granted approval of exemption from income taxes until 2025, which can be extended for another 10 years upon application. In Pakistan, we have been granted approval for an indefinite exemption from income taxes on all exported IT services. In Honduras, we have been granted approval of exemption from income taxes under the Free Tax Zone Law until 2033. In Jamaica, we have been granted the Special Economic Zone (SEZ) developer status for multiple sites, which provides the Company with various tax incentives under the Jamaica SEZ Act including lower income tax rates. The Tax Holidays for our qualifying Philippines facilities expire at staggered dates through 2031.

Our Tax Holidays could be eliminated if there are future changes in our operations or the governmental authorities approve legislation to modify the Tax Holidays in the various taxing jurisdictions. The aggregate reduction in income tax expense due to the above Tax Holidays was \$5.4 million, \$3.4 million, and \$2.7 million for the years ended June 30, 2024, 2023, and 2022, respectively. The aggregate reduction in income tax expense per diluted share was \$0.18, \$0.18, and \$0.15 for the years ended June 30, 2024, 2023, and 2022, respectively.

Significant components of deferred tax assets and liabilities included in the consolidated balance sheets are as follows:

(\$000s)	June 30, 2024	June 30, 2023
Deferred tax assets		
Provision for credit losses	\$ —	\$ 99
Provision for employee benefits and other expenses	1,724	755
Tax credit carryforwards	—	2,427
Section 174 research and development capitalization	1,116	589
Net operating losses	1,879	2,394
Property and equipment, net	687	534
Intangible assets	—	3
Lease liability (right of use assets)	5,048	6,547
Net unrealized loss on hedging	103	56
Total deferred tax assets	\$ 10,557	\$ 13,404
Valuation allowance	(1,127)	(1,463)
Total deferred tax assets, net of valuation allowance	\$ 9,430	\$ 11,941
Deferred tax liabilities		
Property and equipment, net	\$ —	\$ (732)
Right of use assets	(3,957)	(5,440)
Intangible assets	(1,178)	(1,184)
Other liability	(10)	—
Total deferred tax liabilities	\$ (5,145)	\$ (7,356)
Net deferred tax assets and liabilities	\$ 4,285	\$ 4,585

The Company had no U.S. gross federal net operating loss carry forwards as of June 30, 2024 and 2023, respectively, and gross state net operating loss carry forwards of approximately \$12.4 million and \$15.1 million, as of June 30, 2024 and 2023, respectively, which may be available to offset state income tax liabilities in the future. The state net operating losses will expire based on each state income tax laws. The Company's Canadian subsidiary has net operating loss carry forward of \$2.1 million as of June 30, 2024 and 2023, respectively, which will begin to expire in 2028. The Company's UK and European subsidiaries have net operating loss carry forward of \$2.2 million and \$3.4 million, as of June 30, 2024 and 2023, respectively, which can be carried forward indefinitely. These amounts are estimated amounts for the year ended June 30, 2024, and based on the income tax returns filed for the year ended June 30, 2023.

The Company assesses the available positive and negative evidence whether sufficient future taxable income will be generated to permit use of the existing deferred tax assets.

On the basis of this evaluation, valuation allowances of \$1.1 million and \$1.5 million have been recorded as of June 30, 2024 and 2023, respectively, to recognize only the portion of the Company's deferred tax assets that are expected to be realized in certain foreign taxing jurisdictions. The amount of the deferred tax asset considered realizable, however, could be adjusted if estimates of future taxable income during the carryforward period are reduced or increased or if objective negative evidence in the form of cumulative losses is no longer present.

We do not provide for deferred taxes on the excess of the financial reporting basis over the tax basis in our investments in foreign subsidiaries that are essentially permanent in duration or not subject to taxation in the U.S. or in the local country.

The Company is subject to income tax in several jurisdictions and significant judgment is required in determining the provision for income taxes. During the ordinary course of business, there are transactions and

calculations for which the ultimate tax determination is uncertain. As a result, the Company recognizes tax liabilities based on estimates of whether additional taxes and interest will be due. There are no material uncertain tax treatments that would require adjustment to income tax expense.

Under accounting standards for uncertainty in income taxes (ASC 740-10), a company recognizes a tax benefit in the financial statements for an uncertain tax position only if management's assessment is that the position is "more likely than not" (i.e., a likelihood greater than 50 percent) to be allowed by the tax jurisdiction based solely on the technical merits of the position. The term "tax position" in the accounting standards for income taxes refers to a position in a previously filed tax return or a position expected to be taken in a future tax return that is reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods.

There were no unrecognized tax benefits in the years ended June 30, 2024, 2023, and 2022 that, if recognized, would affect the Company's effective tax rate. We recognize interest and penalties related to unrecognized tax benefits as a component of income tax expense/(benefit). We have not recorded any interest expense or penalties in income tax expense for the years ended June 30, 2024, 2023 and 2022. We do not have any interest or penalties accrued as of June 30, 2024 and 2023.

We file numerous consolidated and separate income tax returns in the U.S. federal and various state jurisdictions as well as in various foreign jurisdictions. Our U.S. federal returns and most state returns for tax years 2020 and forward are subject to examination. Tax return filings in the United Kingdom for the year ended June 2020 and onward are still open for examination. Tax return filings in Canada for the year ended June 2021 and onward are still open for examination. Tax return filings in Luxembourg for the year ended June 2019 and onward are still open for examination as well as Cyprus tax returns for their tax years ending June 2018.

In April 2024, one of our foreign jurisdictions received an assessment relating to a fiscal year 2020. As of June 30, 2024, the Company had recorded a reserve of \$0.2 million related to this assessment.

In June 2024, a U.S. subsidiary received a letter from the Internal Revenue Services ("IRS") requesting information for examination of the year ended June 30, 2022. While we believe that our tax positions are appropriate and in compliance with U.S. federal law, the final determination of any tax, audit, or related litigation could be materially different from our historical tax provisions and accruals. The specific areas of focus for the examination are not yet fully determined.

14. STOCKHOLDERS' EQUITY

AOCI

The following table presents changes by component for the years ended June 30, 2024, 2023, and 2022:

(\$000s)	Foreign Currency Translation Adjustment	Derivative Valuation	Defined Benefit Plan	Total
Balance as of June 30, 2021	\$ (1,745)	\$ (316)	\$ (337)	\$ (2,398)
Foreign currency translation	(2,281)	—	—	(2,281)
Actuarial gains on defined benefit plan	—	—	287	287
Unrealized losses on cash flow hedges	—	(905)	—	(905)
Reclassifications to earnings	—	364	153	517
Tax provision	—	218	—	218
Balance as of June 30, 2022	\$ (4,026)	\$ (639)	\$ 103	\$ (4,562)
Foreign currency translation	(2,234)	—	—	(2,234)
Actuarial losses on defined benefit plan	—	—	(120)	(120)
Unrealized losses on cash flow hedges	—	(479)	—	(479)
Reclassifications to earnings	—	1,156	89	1,245
Tax benefit	—	(162)	—	(162)
Balance as of June 30, 2023	\$ (6,260)	\$ (124)	\$ 72	\$ (6,312)
Foreign currency translation	(1,623)	—	—	(1,623)
Actuarial gains on defined benefit plan	—	—	133	133
Unrealized losses on cash flow hedges	—	(412)	—	(412)
Reclassifications to earnings	—	257	—	257
Tax provision	—	44	—	44
Balance as of June 30, 2024	\$ (7,883)	\$ (235)	\$ 205	\$ (7,913)

The following table presents the reclassifications from AOCI to the consolidated statements of comprehensive income:

(\$000s)	For the year ended June 30,			Statement of Other Comprehensive Income Classification
	2024	2023	2022	
Description of AOCI components				
Foreign currency translation gain	\$ —	\$ 173	\$ —	Selling, general and administrative expense
Gains / (losses) on foreign currency hedges	\$ (257)	\$ (1,201)	\$ (319)	Cost of services
Gains / (losses) on interest rate swap	—	45	(45)	Interest expense, net
Tax provision	(44)	162	(218)	Provision for income taxes
Total derivative valuation	\$ (301)	\$ (994)	\$ (582)	
Amortization related to defined benefit plan	\$ —	\$ (89)	\$ (153)	Cost of services

Share repurchase programs

The Board may authorize share repurchases of the Company's common shares and the Company had multiple share repurchase plans during the years ended June 30, 2024 and 2023. On May 1, 2024, the Board authorized \$30 million in share repurchases during the next twelve months (the "2024 Share Repurchase Program"). As of June 30, 2024, the aggregate amount available for repurchase under the 2024 Share Repurchase Program was \$26.9 million.

For the years ended June 30, 2024 and 2023, the Company repurchased 1,322,105 and 17,558 shares, respectively, of its common shares totaling \$21.7 million, and \$0.3 million, respectively. All repurchases under these programs were funded with our existing cash balance.

15. WEIGHTED AVERAGE SHARE COUNTS

The following table sets forth the components of the computation from basic to diluted earnings per share for net income for the years ended June 30, 2024, 2023, and 2022:

(000s)	2024	2023	2022
Shares used in basic earnings per share calculation	17,704	18,200	18,232
Effect of dilutive securities:			
Employee share-based compensation	81	199	227
Warrant	470	495	265
Total effects of dilutive securities	551	694	492
Shares used in dilutive earnings per share calculation	18,255	18,893	18,724
Shares considered anti-dilutive using the treasury method	549	367	18

16. RELATED PARTY TRANSACTIONS

The Company has agreements with multiple companies under the control of our controlling shareholder, TRGI, and with companies which have common directors with us, in the normal course of business. These transactions were executed on mutually agreed terms and include contact center services, back office support services and an office lease. During each of the fiscal years ended June 30, 2024, 2023, and 2022, the Company recognized revenue of \$0.1 million with these related parties. As of June 30, 2024 and 2023, the Company had accounts receivable of \$0.2 million and \$0.0 million, respectively, other non-current assets of \$1.1 million and \$1.1 million, respectively, and accounts payable of \$0.1 million and \$2.3 million, respectively, with these related parties.

17. INVESTMENT IN JOINT VENTURE

The Company has an investment in Lake Ball, LLC to procure and sell commercial leads for its customers. The Company's ownership interest is 47.5% and is accounted for under the equity method. The Company's investment of \$0.4 million at each of June 30, 2024 and 2023, respectively, is included in other non-current assets in the consolidated balance sheets, while net earnings from the joint venture is included in selling, general, and administrative expense in the consolidated statements of comprehensive income.

The table below presents our investment in the joint venture:

(\$000s)	June 30,	
	2024	2023
Opening balance	\$ 372	\$ 382
Dividends received	(1,013)	(725)
Share of profit	1,056	715
Ending balance	\$ 415	\$ 372

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Change In Registrant's Certifying Accountant

None.

Disagreements With Registrant's Certifying Accountant

None.

ITEM 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as this term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, that are designed to provide reasonable assurance that information required to be disclosed by us in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Our Chief Executive Officer and Chief Financial Officer recognize that these controls, no matter how well designed and operated, cannot provide absolute assurance that the objectives of these controls will be met.

Our management, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as of June 30, 2024. Based upon this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2024.

Management's Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal controls over financial reporting (as defined in Rules 13a-15(f) and 15d - 15(f) under the Exchange Act) and for the assessment of the effectiveness of our internal control over financial reporting. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with U.S. GAAP. Our internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect transactions and dispositions of assets, (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of consolidated financial statements in accordance with generally accepted accounting principles, (iii) provide reasonable assurance that receipts and expenditures are being made only in accordance with authorizations of management and directors, and (iv) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of assets that could have a material effect on the consolidated financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has assessed the effectiveness of our internal control over financial reporting as of June 30, 2024. In making this assessment, our management used the criteria established in "Internal Control — Integrated Framework (2013)" issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO"). As a result of this assessment and including the changes in internal control over financial reporting noted below, our management has determined that our internal control over financial reporting was effective as of June 30, 2024.

This Annual Report does not include an attestation report of our independent registered public accounting firm due to the transition period extended by the U.S. Securities and Exchange Commission ("SEC") for emerging growth companies.

Changes in Internal Control Over Financial Reporting

Management designed and implemented changes in internal control over financial reporting to remediate the material weakness identified in fiscal year 2023. During fiscal year 2024, we enhanced the design and precision of our process and control for evaluating the accounting and related financial reporting requirements for complex non-routine transactions. Our enhanced design includes the involvement of qualified experts with specialized knowledge, as applicable. As of June 30, 2024, management determined that the enhanced control had been implemented for a sufficient period and is operating effectively.

There were no other changes in our internal controls over financial reporting as defined in Rule 13a-15(d), under the Securities Exchange Act of 1934, as amended, that occurred during the period covered by this Form 10-K that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

(c) Trading Plans

During the three months ended June 30, 2024, the Company's directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted or terminated (including by modification) a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as such terms are defined in Item 408 of Regulation S-K, as follows:

On June 14, 2024, Mr. Bruce Dawson, the Company's Chief Sales and Client Services Officer adopted a trading plan intended to satisfy Rule 10b5-1(c) to sell up to 27,000 shares of the Company's common stock between September 16, 2024 and June 10, 2025, subject to such shares reaching certain price points.

On June 14, 2024, PineBridge Global Emerging Markets Partners II, L.P. adopted a trading plan intended to satisfy Rule 10b5-1(c) to sell up to 300,000 shares of the Company's common stock between September 13, 2024 and September 12, 2025, subject to such shares reaching certain price points. John Leone, a director of the Company, serves on a three-member investment committee (the "Investment Committee") for PineBridge GEM II G.P., L.P. ("GEM II GP") that manages GEM II GP's investment activities. GEM II GP is the 100% owner of the sole general partner of PineBridge Global Emerging Markets Partners II, L.P. As a result, GEM II GP, Mr. Leone, and the other two members of the Investment Committee may be attributed beneficial ownership of the reported shares and each disclaims beneficial ownership of the reported shares except to the extent of its or his pecuniary interest therein.

ITEM 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item is incorporated by reference herein from the "Director Nominees," "Directors Not Standing for Election," "Board Committees," and if applicable, "Delinquent Section 16 Reports" sections of the proxy statement that will be filed for the Company's next annual meeting ("Proxy Statement").

See also *Information about our Executive Officers* in Part I of this Form 10-K.

We have adopted a code of business conduct and ethics (the "Code") that is applicable to all directors, officers and employees, including our principal executive, financial and accounting officers and all persons performing similar functions. A copy of this Code is available on our website at www.ibex.co. We intend to disclose future amendments to certain provisions of the Code, and waivers of the Code granted to executive officers and directors, on the website within four business days following the date of the amendment or waiver.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference herein from the “Executive Compensation,” “Board Committees,” “Director Compensation,” “Risk Oversight,” and if applicable, “Compensation Committee Interlocks and Insider Participation” and “Compensation Committee Report” sections of the Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item is incorporated by reference herein from the “Executive Compensation” and “Beneficial Ownership of Securities” sections of the Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item is incorporated by reference herein from the “Certain Relationships and Related Party Transactions” and “Director Independence” sections of the Proxy Statement.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

The information required by this item is incorporated by reference herein from “Audit Fees and Services” and “Pre-Approval Policy” of the Proxy Statement.

PART IV

ITEM 15. EXHIBIT AND FINANCIAL STATEMENT SCHEDULES

(a) The following are filed as a part of this Form 10-K:

1) Index to Consolidated Financial Statements and Schedule

Report of Independent Registered Public Accounting Firm (Deloitte & Touche LLP, Tampa, Florida;
PCAOB ID Number 34)
Consolidated Balance Sheets
Consolidated Statements of Comprehensive Income
Consolidated Statements of Stockholders’ Equity
Consolidated Statements of Cash Flows
Notes to Consolidated Financial Statements

Our Consolidated Financial Statements are listed in the “Index to Consolidated Financial Statements” under Part II, Item 8 of this Form 10-K.

2) Financial Statement Schedules

All schedules have been omitted because they are not required, not applicable, or the required information is otherwise included.

3) Exhibits

See exhibits listed under Part (b) below.

(b) Exhibits:**EXHIBIT INDEX**

Exhibit Number	Description of Document	Incorporated by Reference				Filed or Furnished Herewith
		Form	File Number	Exhibit	Filing Date	
3.1	Memorandum of Association	F-1	333-239821	3.1	07/29/2020	
3.2	Amended and Restated Bye-laws	20-F	001-38442	1.2	10/23/2020	
4.1	Description of share capital registered under Section 12 of the Exchange Act	10-K	001-38442	4.1	09/13/2023	
10.1	Registration Rights Agreement, dated as of September 15, 2017, by and between IBEX Limited and The Resource Company International Limited	F-1	333-239821	10.1	07/10/2020	
10.2	Stockholders' Agreement, dated as of September 15, 2017, by and between IBEX Limited and The Resource Company International, Limited	F-1	333-239821	10.2	07/10/2020	
10.3#	Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.3	07/10/2020	
10.4	First Amendment, dated May 21, 2014, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.4	07/10/2020	
10.5	Second Amendment, dated October 2, 2014, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.5	07/10/2020	
10.6	Third Amendment, dated February 23, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.6	07/10/2020	
10.7	Fourth Amendment, dated June 19, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.7	07/10/2020	
10.8#	Fifth Amendment, dated June 26, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.8	07/10/2020	

Exhibit Number	Description of Document	Incorporated by Reference				Filed or Furnished Herewith
		Form	File Number	Exhibit	Filing Date	
10.9	Sixth Amendment, dated June 30, 2016, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.9	07/10/2020	
10.10	Seventh Amendment, dated November 7, 2016, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.10	07/10/2020	
10.11	Eighth Amendment, dated November 18, 2016, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.11	07/10/2020	
10.12	Ninth Amendment, dated January 22, 2018, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.12	07/10/2020	
10.13	Tenth Amendment, dated December 1, 2018, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.13	07/10/2020	
10.14	Eleventh Amendment, dated April 26, 2019, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.14	07/10/2020	
10.15	Twelfth Amendment, dated May 31, 2019, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	F-1	333-239821	10.15	07/10/2020	
10.16	Thirteenth Amendment, dated April 15, 2020, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A.	20-F	001-38442	4.14	10/23/2020	
10.17	Fourteenth Amendment, dated March 2, 2021, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and among Ibex Global Solutions, Inc., Digital Globe Services, LLC, TelSatOnline, LLC, 7 Degrees, LLC, and PNC Bank, N.A.	20-F	001-38442	4.17	10/14/2021	

Exhibit Number	Description of Document	Incorporated by Reference				Filed or Furnished Herewith
		Form	File Number	Exhibit	Filing Date	
10.18#	Fifteenth Amendment, dated September 30, 2021, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and among Ibex Global Solutions, Inc., Digital Globe Services, LLC, TelSatOnline, LLC, 7 Degrees, LLC, iSky, LLC and PNC Bank, N.A.	20-F	001-38442	4.18	10/14/2021	
10.19#	Sixteenth Amendment, dated June 1, 2022 to the Revolving Credit and Security Agreement, dated November 8, 2013 by and among Ibex Global Solutions, Inc., Digital Globe Services, LLC, TelSatOnline, LLC, 7 Degrees, LLC, iSky, LLC and PNC Bank, N.A.	20-F	001-38442	4.19	10/04/2022	
10.20#	Seventeenth Amendment to Revolving Credit and Security Agreement and Consent dated May 6, 2024 by and among Ibex Global Solutions, Inc., Digital Globe Services, LLC, TelSatOnline, LLC, 7 Degrees, LLC, iSky, LLC and PNC Bank N.A.	10-Q	001-38442	10.1	05/09/2024	
10.21	Amended and Restated Collateral Pledge Agreement, dated September 30, 2021, by and between Ibex Global Solutions, Inc., and PNC Bank, N.A.	20-F	001-38442	4.19	10/14/2021	
10.22	Collateral Pledge Agreement, dated September 30, 2021, by and between Digital Globe Services, LLC, and PNC Bank, N.A.	20-F	001-38442	4.20	10/14/2021	
10.23	Trademark Security Agreement, dated September 30, 2021, by and among Ibex Global Solutions, Inc., iSky, LLC and PNC Bank, N.A.	20-F	001-38442	4.21	10/14/2021	
10.24#	Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended December 28, 2018)	F-1	333-239821	10.40	07/29/2020	
10.25	First Amendment to Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended December 27, 2019)	F-1	333-239821	10.41	07/10/2020	
10.26*	Second Amendment to Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended as of August 7, 2020)					X
10.27^	IBEX Holdings Limited 2018 Restricted Share Plan	F-1	333-239821	10.35	07/10/2020	
10.27.1^	Form of Restricted Share Agreement (A)	F-1	333-239821	10.36	07/10/2020	
10.27.2^	Form of Restricted Share Agreement (B)	F-1	333-239821	10.37	07/10/2020	
10.27.3^	IBEX Holdings Limited UK Sub-Plan of the 2018 Restricted Share Plan	F-1	333-239821	10.38	07/10/2020	

Exhibit Number	Description of Document	Incorporated by Reference				Filed or Furnished Herewith
		Form	File Number	Exhibit	Filing Date	
10.28^	2020 Long Term Incentive Plan, dated as of May 20, 2020	F-1	333-239821	10.39	07/10/2020	
10.28.1^	IBEX Limited Amended 2020 Long-Term Incentive Plan, dated January 14, 2022	S-8	333-263228	99.1	03/02/2022	
10.29^	Ibex Management Incentive Plan	10-K	001-38442	10.28	09/13/2023	
10.30^	Ibex Global Solutions (Philippines) Inc. Amended & Restated Phantom Stock Plan	10-K	001-38442	10.29	09/13/2023	
10.30.1^	Ibex Global Solutions (Philippines) Inc. Phantom Stock Plan Form of Award Agreement	10-K	001-38442	10.29.1	09/13/2023	
10.31^	Ibex Global Jamaica Limited Amended & Restated Phantom Stock Plan	10-K	001-38442	10.30	09/13/2023	
10.31.1^	Ibex Global Jamaica Limited Phantom Stock Plan Form of Award Agreement	10-K	001-38442	10.30.1	09/13/2023	
10.32^	Form of Director Agreement	F-1	333-239821	10.42	07/10/2020	
10.33^	Form of Director Indemnification Agreement	F-1	333-239821	10.44	07/10/2020	
10.34	Executive Employment Agreement dated April 2, 2015 by and between TRG Customer Solutions Inc. and Robert Dechant	10-K	001-38442	10.33	09/13/2023	
10.35	Restated Executive Employment Agreement dated July 1, 2020 by and between Ibex Global Solutions Inc. and David Afdahl	10-K	001-38442	10.34	09/13/2023	
10.36	Restated Executive Employment Agreement dated July 1, 2020 by and between Ibex Global Solutions Inc. and Julie Casteel	10-K	001-38442	10.35	09/13/2023	
10.37	Executive Separation and Release Agreement dated March 31, 2023 by and between Ibex Global Solutions Inc. and Karl Gabel	10-K	001-38442	10.36	09/13/2023	
10.38	Executive Separation and Release Agreement dated June 4, 2024 by and between Ibex Global Solutions, Inc. and Jeffrey Cox					X
10.39	Contractor Agreement dated June 4, 2024 by and between Ibex Global Solutions, Inc. and Jeffrey Cox					X
10.40	Restated Executive Employment Agreement dated July 1, 2020 by and between Ibex Global Solutions, Inc. and Bruce Dawson					X
10.41^	Form of Officer Indemnity Agreement					X
10.42^	Form of First Amendment to Officer Indemnity Agreement					X
21.1	List of Subsidiaries					X
23.1	Consent of Deloitte & Touche LLP, independent registered public accounting firm					X
31.1	Certification by the Chief Executive Officer pursuant to Rule 13a-14(a) of the Exchange Act					X

Exhibit Number	Description of Document	Incorporated by Reference				Filed or Furnished Herewith
		Form	File Number	Exhibit	Filing Date	
31.2	Certification by the Chief Financial Officer pursuant to Rule 13a-14(a) of the Exchange Act					X
32.1	Certification of the Chief Executive Officer and the Chief Financial Officer pursuant to Rule 13a-14(b) of the Exchange Act and 18 U.S.C. Section 1350					X
97	Compensation Recoupment (Clawback) Policy					X
101.INS	Inline XBRL Instance Document					X
101.SCH	Inline XBRL Taxonomy Extension Schema Document					X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document					X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document					X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document					X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document					X
104	Cover Page Interactive Data File (formatted in Inline XBRL and included as Exhibit 101)					X

[^] Management contracts or compensation plans or arrangements in which directors or executive officers are eligible to participate.

[#] Certain schedules and exhibits to or portions of this Exhibit have been omitted in accordance with Item 601(a)(5)-(6) and Item 601(b)(10)(iv) of Regulation S-K. The Company hereby agrees to furnish supplementally a copy of all omitted schedules to the SEC upon request.

^{*} Corrected version of a previously filed exhibit (previously filed October 14, 2021 as Exhibit 10.40)

ITEM 16. FORM 10-K SUMMARY

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

IBEX LIMITED

By: /s/ Robert Dechant
Name: Robert Dechant
Title: Chief Executive Officer
(Principal Executive Officer)

Date: September 12, 2024

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Robert Dechant</u> Robert Dechant	Chief Executive Officer and Director (Principal Executive Officer)	September 12, 2024
<u>/s/ Taylor Greenwald</u> Taylor Greenwald	Chief Financial Officer (Principal Financial and Accounting Officer)	September 12, 2024
<u>/s/ Mohammed Khaishgi</u> Mohammed Khaishgi	Director and Chairman of the Board	September 12, 2024
<u>/s/ Daniella Ballou-Aares</u> Daniella Ballou-Aares	Director	September 12, 2024
<u>/s/ Fiona Beck</u> Fiona Beck	Director	September 12, 2024
<u>/s/ John Jones</u> John Jones	Director	September 12, 2024
<u>/s/ Shuja Keen</u> Shuja Keen	Director	September 12, 2024
<u>/s/ Gerard Kleisterlee</u> Gerard Kleisterlee	Director	September 12, 2024
<u>/s/ John Leone</u> John Leone	Director	September 12, 2024

**SECOND AMENDMENT TO
SECOND AMENDED AND RESTATED WARRANT**

This SECOND AMENDMENT to the SECOND AMENDED AND RESTATED WARRANT (“Second Amendment”) with an issue date of November 13, 2017 (as amended by the First Amendment dated December 27, 2019, the “Warrant”), between IBEX Limited (f/k/a IBEX Holdings Limited), a Bermuda exempted company (the “Company”), and Amazon.com NV Investment Holdings LLC (the “Holder”), is entered into on the date indicated on the signature page hereto, and is effective as of August 7, 2020 (“Second Amendment Effective Date”).

WHEREAS, on December 27, 2019 the Company and Holder entered into the First Amendment to the Second Amended and Restated Warrant, whereby the Company voluntarily decreased the Exercise Price to \$11.20 on and after the First Amendment Effective Date, subject to adjustment per Section 4.2, 4.3, and 4.5 of the Warrant;

WHEREAS, in July 2020 the Company declared and paid a dividend of US \$4,000,000.00 on the Series A Preference Shares of the Company to the sole holder, The Resource Group International Limited;

WHEREAS, on August 7, 2020, the Company completed an initial public offering on the NASDAQ exchange (the “IPO”);

WHEREAS, pursuant to the IPO, the Series A Convertible Preference Shares, Series B Convertible Preference Shares, and Series C Convertible Preference Shares issued by the Company (each a “Preference Share” and collectively, the “Preference Shares”) automatically converted into Common Shares of the Company (“Common Shares”) at a ratio of 1.1595 Common Shares for each Preference Share converted (the “Conversion Ratio”); and

WHEREAS, in light of the foregoing transactions the Company and Holder seek to amend and restate certain terms of the Warrant for mutual clarity;

NOW THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Warrant as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined shall have the meanings given to those terms in the Warrant.
2. Amendment. The Warrant is hereby amended as of the Second Amendment Effective Date as follows:
 - a. The “Warrant Shares” shall mean a total of 1,674,017.0982 Common Shares of the Company.
 - b. The number of Warrant Shares vested or capable of vesting upon the satisfaction of each Vesting Milestone pursuant to the terms of Section 1.3 of the Warrant is hereby adjusted and shall be 167,401.7098 Warrant Shares (i.e., $144,374.049 * 1.1595$).
 - c. The Exercise Price per Warrant Share shall be \$9.42, subject to future adjustment per Sections 4.2, 4.3, and 4.5 of the Warrant.

3. Adjustment Certificate. Contemporaneously or promptly following the full execution and delivery of this Second Amendment, IBEX shall execute and deliver to Holder the form of Certificate of Adjustment attached hereto as Exhibit A.
4. No Other Amendments. Except as expressly set forth in this Second Amendment, all provisions of the Warrant remain in full force and effect and are unchanged in all other respects. This Second Amendment, together with the Warrant, constitutes the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly cancelled.
5. Counterparts. This Second Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, each of the parties hereto has executed this Second Amendment on March 12, 2021.

COMPANY: IBEX LIMITED

/s/ Robert Dechant

Name: Robert Dechant
Title: CEO

HOLDER: AMAZON.COM NV INVESTMENT HOLDINGS LLC

/s/ Alex Ceballos Encarnacion

Name: Alex Ceballos Encarnacion

Title: VP Worldwide Corporate Development

EXHIBIT A

IBEX HOLDINGS LIMITED

CERTIFICATE OF WARRANT HOLDING ADJUSTMENT

Pursuant to the Second Amended and Restated Warrant with an issue date of November 13, 2017 (as amended by the First Amendment dated as of December 27, 2019, and the Second Amendment dated as of August 7, 2020, the "Warrant") issued to Amazon.com NV Investment Holdings LLC (the "Holder"), the Holder is entitled to purchase up to 1,674,017.0982 common shares of IBEX Limited of par value US\$0.00011650536 each (the "Warrant Shares").

The Exercise Price (as defined in the Warrant) is \$9.42 per Warrant Share.

/s/ Robert Dechant

Name: Robert Dechant

Position: CEO

For and on behalf of IBEX Limited

March 12, 2021

DATE: June 4, 2024

Personal and Non-Public

TO: Jeff Cox

RE: Separation Agreement and Release

Dear Jeff,

This Separation Agreement and Release sets forth the terms of your separation of employment from IBEX Global Solutions, Inc., including its subsidiaries and affiliated corporations, and their respective current and former successors, assigns, representatives, agents, shareholders, officers, directors and employees (collectively referred to as "IBEX"). As discussed, **your employment with IBEX will terminate on June 30, 2024 ("Separation Date")**. In consideration for signing this Agreement and in exchange for the promises, covenants and waivers set forth herein, IBEX will pay you the following amount subject to the terms and conditions set forth below:

Payments:

In accordance with the current Payroll schedule, since your employment ends on June 30, 2024, your **final paycheck will be paid to you no later than June 30, 2024, including regular pay through your Separation Date**. In addition, after the Separation Date, and if you sign this Agreement, IBEX will also pay you separation pay, equal to **twelve (12) months of pay** paid over the regular payroll schedule beginning with pay date of **August 10, 2024, with final payment on July 25, 2025**. These payments will be less standard deductions for Federal, State and local income taxes including the employee portion of FICA, and any other employment tax deductions required by law. All withholdings for regular and separation pay will be made in accordance with the elections on file with IBEX payroll department. Any separation pay identified in this Agreement is subject to your compliance with your Offer Letter Agreement and this Agreement in regard to confidential information (not intended to interfere with your right under the National Labor Relations Act), intellectual property and post-employment obligations (the "Obligations") as stated in the section titled "Release".

Management Incentive Plan: To the extent that any payments are approved under the Ibox Management Incentive Plan ("MIP") for the remainder of Fiscal Year 2024, IBEX will pay any bonus earned as of June 30, 2024 under the MIP the date paid to all other members of executive management, not to exceed September 30, 2024. Any Earned Awards will be paid in accordance with the terms and conditions of the Plan and are subject to any required taxes and withholdings.

Health Benefits: Your US health insurance benefits will end on the last day of the month in which you are actively employed which means these will **end June 30, 2024**. You will receive, under separate cover from the vendor, information regarding your rights to continue your health insurance benefits in accordance with **COBRA** at your expense. If you sign this Agreement and choose to enroll in COBRA, the company will pay the equivalent of the employer portion of your COBRA cost for **twelve (12) months of COBRA**. Eligibility for group life insurance and short-term and long-term disability insurance ends as of your Separation Date, June 30, 2024.

401(k) Retirement Plan: You further understand any 401(k) contributions will end with your final regular pay check and that no 401(k) contributions will apply to the above stated separation pay. Following your separation, you will receive notice directly from Principal as to options regarding your account.

Equity Awards: During the period up to your Separation Date, any equity granted under the 2020 Long Term Incentive Plan (“LTIP”) shall continue to vest. All Unvested Incentive Share Options and Unvested Restricted Share Units with Ibex Limited (“Grant”) under the LTIP will terminate as of your Separation Date. Pursuant to your Grants, any Vested Share Options (as defined in your Grants) will expire 90 days following your Separation Date. You will retain ownership of any Vested Shares as of your Separation Date.

Form W2: You will be able to view and print your US Form W2 through Workday. Please ensure you keep your address and contact information updated to avoid delay in receipt of this information.

Unemployment Insurance: You may be eligible for unemployment insurance benefits. Contact your state unemployment office for eligibility and process requirements. IBEX will respond timely, truthfully, adequately and completely to any request for information from the state unemployment office.

Release: In exchange for IBEX providing you with the above-referenced payments, and other good and valuable consideration you, on behalf of yourself and your past and future successors, predecessors, trustees, servants, custodians, heirs, administrators, assigns, representatives, and agents (collectively, the “Employee Parties”), does hereby finally, irrevocably and unconditionally remise, release, acquit, and discharge the Company and its affiliates, and each of their respective parents, subsidiaries, affiliates, successors, creditors, shareholders, predecessors, subrogees, trustees, servants, attorneys, examiners, receivers, liquidators, custodians, heirs, administrators, assigns, representatives, agents, advisers, partners, members, managers, directors and officers, and each of their respective past, present or future officers, directors, managers, members, stockholders, partners, employees, agents, insurers and plan fiduciaries, all individually and in any official capacity (collectively, the “Released Parties”), of and from any and all manners of action, causes of action, claims, suits (whether civil, administrative, investigative or informal), arbitrations, audits, hearings, investigations, litigations, orders, damages, costs, losses, debts, interest, accounts, contribution, obligations, reckonings, bonds, bills, covenants, controversies, agreements, guaranties, judgments, executions, obligations, counterclaims, demands, liabilities, fees (including attorneys’ fees and court costs) or expenses of any kind or nature whatsoever (collectively, the “Employee Claims”) related to any action, inaction, event, circumstance, or occurrence occurring or alleged to have occurred on or prior to the date that this Amendment is fully executed and delivered, whether known or unknown, matured or unmatured, suspected or unsuspected, foreseeable or unforeseeable, whether arising by statute, common law, in contract, tort or otherwise, of any kind, character or nature whatsoever which you ever had, now has, or (to the extent permitted by applicable law) which may subsequently accrue, including but not limited to all claims arising out of your employment relationship with the Company and any affiliate, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., the Genetic Information.

Nondiscrimination Act of 2008, 42 U.S.C. § 2000ff et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., Executive Order 11246, Executive Order 11141, the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 et seq.; and all claims arising under or based on any foreign, federal, state or local law, statute, regulation or ordinance not expressly referenced above; *provided, however*, that the foregoing release and discharge:

- i. shall not relieve Company of any non-monetary obligation owed to you that is set forth in the Agreement or this Amendment;
- ii. shall not relieve the Company of its obligations to make the payments to you as set forth in Section 2 of this Amendment; and
- iii. shall not include claims that cannot be released by law.

Employee Covenant and Waiver: In addition to and without in any way limiting the foregoing, you, on behalf of yourself and the remaining Employee Parties, further covenant and agree to refrain forever from, directly or indirectly, asserting any claim or demand, commencing, instituting or causing to be commenced, or assisting any party in the commencement of, any action, suit (whether civil, administrative, investigative or informal), arbitration, audit, hearing, investigation, litigation or other proceeding of any kind or nature against any of the Released Parties, whether directly or derivatively, at law, equity or through any other method or means on account of or in any way arising out of or relating to the Employee Claims released herein, and you, on behalf of yourself and the remaining Employee Parties, hereby represents that you are not aware of any such claims having been filed as of the date of his execution of this Amendment. You, on behalf of yourself and the remaining Employee Parties, understand and agree that you and they are expressly waiving all Employee Claims against the Released Parties, including but not limited to, those Employee Claims that the Employee Parties may not know of or suspect to exist (and which if known, may have materially affected the decision to provide this release), and the Employee Parties expressly waive any rights under applicable law that provide to the contrary. The foregoing terms do not apply to the rights reserved under Sections 4(i), through 4(iii) above.

YOU, FOR YOURSELF AND THE EMPLOYEE PARTIES, AGREES THAT THE RELEASES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED OR PROVEN THAT ALL OR SOME OF THE CLAIMS OR DAMAGES RELEASED WERE SOLELY AND COMPLETELY CAUSED BY ANY ACTS OR OMISSIONS, WHETHER NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL OR OTHERWISE (OTHER THAN FRAUD), KNOWN OR UNKNOWN, OF OR BY ANY OF THE RELEASED PARTIES RELEASED HEREUNDER.

No Further Obligations By IBEX: Other than as set forth herein, you represent, warrant and acknowledge that IBEX owes you no wages, commissions, bonuses, sick pay, personal leave pay, severance pay, vacation pay, stock options, or other compensation, or payments or continued coverage under the life insurance, disability insurance, medical and dental benefits, qualified or non-qualified retirement benefits or profit sharing benefits or forms of remuneration of any kind or nature, other than that specifically provided for in this Agreement.

Post-Employment Obligations: You agree that you will not disclose, or cause to be disclosed in any way, any eligible confidential information, trade secrets, or other proprietary information, which you in any way acquired during your prior employment with IBEX. The confidentiality non-disclosure period for matters not involving trade secrets or proprietary information is three years. Matters involving trade secrets or proprietary information shall be subject to the non-disclosure provisions until subject material is no longer a trade secret or said material is no longer subject to a copyright. You also acknowledge that any and all agreements pertaining to confidentiality and solicitation obligations entered into by you prior to your Separation Date, will remain in effect and binding regardless of whether or not you sign this Agreement to the extent it does not interfere with your rights under the National Labor Relations Act, as amended, or Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021, as amended. It is understood and agreed that books, handbooks, manuals, files, papers, memoranda, letters, facsimile or other communications which you have in your possession that were written, authorized, signed, received or

transmitted during your employment are and remain the property of IBEX. In addition, any such materials and company property, including laptops and cell phones, that were issued to you are to be returned to IT in working condition within 5 days of your end of employment or earlier if requested by your Manager.

Post-Employment Covenants:

Non-Solicitation of Employees. To the extent allowed by applicable law, Employee agrees that during his employment and for a 1-year period following termination of employment for any reason, Employee will not, without the prior written consent of the Company, directly or indirectly (including without limitation, through another entity in which the Employee is a partner, director, officer, employee, consultant, advisor, or shareholder of more than 5% of the entity's outstanding equity) solicit, request, cause, or encourage any employee or consultant of the Company or of any of its affiliates, who were known to Employee during his employment, to terminate their employment or consulting relationship with the Company or any of its affiliates, or to leave employment or terminate their consulting relationship with the Company or of its affiliates for the purpose of accepting employment or a consulting relationship with a business engaged in offering services or products similar to, or competing with, or reasonably competing with, the services or products offered by the Company or any of its affiliates.

Non-Solicitation of Customers. To the extent allowed by applicable law, Employee agrees that during his employment and for a 1-year period following termination of employment for any reason, Employee will not, without the prior written consent of the Company, directly or indirectly (including without limitation, through another entity in which the Employee is a partner, director, officer, employee, consultant, advisor, or shareholder of more than 5% of the entity's outstanding equity) solicit, request, cause, or encourage any actual or prospective customer of the Company or of any of its affiliates, to modify, reduce, or terminate their actual or prospective customer relationships with the Company or any of its affiliates, or to otherwise do business with any business engaged in offering services or products similar to, or competing with, or reasonably competing with, the services or products offered by the Company or any of its affiliates. For clarity, "prospective customer" means a customer that has been identified as a target by the Chief Sales and Client Services Officer during the period of Employee's employment.

Non-Compete. To the extent allowed by applicable law, as consistent with your Employment Agreement, you agree that for a 1-year period following your Separation Date, you will not directly or indirectly engage, anywhere in the Restricted Area (as defined below), whether engagement be as an individual, officer, director, proprietor, employee, partner, member, investor, (other than solely as a holder of less than five percent (5%) of the outstanding equity of a corporate entity), creditor, consultant, advisor, sales representative, agent or other participant, in a Restricted Business (defined below).

- "Restricted Area" means region or regions in the United States where you have conducted business or services on behalf of Company as of your Separation Date.
- "Restricted Business" means any venture, enterprise, activity or business engaged in by the Company, and for which your duties extended during your employment, including but, not limited to, a competitor call center business.

Support to Litigation, Regulatory Matter, Investigations: Employee agrees to be available on a reasonable basis to assist the Released Parties with any investigation, claim, suit or other proceeding that is pending or threatened by or against the Released Parties. Released Parties agrees to reimburse Employee promptly after Employee submits receipts or other documents reasonably acceptable to Released Parties for Employee's actual out-of-pocket expenses reasonably incurred and approved by Released Parties in connection with

Employee's performance under this Paragraph; provided, however, without limiting the provisions of any statutory or other contractual indemnification obligations owed to Employee, Employee shall not be entitled to any expense reimbursement for time spent testifying or otherwise cooperating in any matter in which Employee is a defendant in the proceeding or a named subject or target of the litigation, regulatory matter or investigation.

No Further Actions/Non-Disparagement: By executing this Agreement, you further agree that you have not and, to the fullest extent permitted by law, will not institute, assist or otherwise participate willingly or voluntarily in any non-governmental complaint, claim, charge, lawsuit, or action at law or otherwise against IBEX with respect to any act, omission, transaction or occurrence up to and including the date of your execution of this Agreement. Further, to the extent any action is instituted by any federal, state or local agency on your behalf with respect to any act, omission, transaction or occurrence up to and including the date of your execution of this Agreement, you agree to accept no monetary recovery in connection therewith. To the extent not prohibited by applicable law, both you and IBEX mutually agree not to issue any communication, written or otherwise, that contains disloyal, reckless or maliciously untrue statements against the other party with any entity including the Customers except as required by law. You further agree not to interfere in any manner with the operations of IBEX.

Consideration/Revocation/Advice of Counsel: Since upon execution by you, this letter will represent a bona fide agreement between you and IBEX you are encouraged to thoroughly review and consider its terms and consult with legal counsel before signing. Please return the signed document to Carrie Nelson by email at carrie.nelson@ibex.co or mail to 1717 Pennsylvania Ave NW Suite 825, Washington, D.C. 20006. You may take up to **twenty-one (21) days (no later than July 21, 2024) to consider whether or not you wish to enter into this Agreement**, although you may choose to sign the Agreement at any time following your Separation Date and before the expiration of such twenty-one (21) day period. You acknowledge that you are entering into this Agreement freely, knowingly, and voluntarily, with a full understanding of its terms. If you decide to execute this Agreement, you may revoke your acceptance within seven (7) days from the date on which you signed this Agreement (the "Revocation Period"). This Agreement is not effective or enforceable and no consideration shall be paid until the Revocation Period has expired without revocation of the Agreement. To be effective, any revocation within the seven (7) day Revocation Period must be submitted to me in writing on or before the end of the seventh (7th) day following your signing of this Agreement. You understand and acknowledge that the separation benefit identified above is in consideration beyond that to which you are already entitled to receive before entering into this Agreement.

Injunctive Relief: You agree that any breach of this Agreement by you may irreparably injure IBEX. Accordingly, IBEX may, in addition to pursuing monetary damages against you or any other remedies, obtain an injunction against you from any court having jurisdiction over the matter, restraining any further violation of this Agreement by you. If IBEX is successful in obtaining legal remedies against you for violation of this Agreement, you agree to reimburse IBEX for all of its legal fees and costs associated with such litigation. You further acknowledge and agree that waiver by IBEX of any breach or default by you of any terms of this Agreement shall not operate as a waiver of any other breach or default. In the event that any part of this Agreement is determined by a court to be overly restrictive or broad, thereby making it unenforceable, the court shall modify the Agreement as it deems appropriate in order to make it enforceable.

Entire Agreement/Choice of Law: With the exception of any prior agreements between you and IBEX as referenced in the paragraph entitled "Post-Employment Obligations", above, this Agreement constitutes the entire Agreement between IBEX and you and supersedes and cancels all prior written and oral agreements concerning your separation from IBEX. This Agreement may not be changed or altered, except by writing

signed by an authorized officer of IBEX and you. The parties acknowledge and agree that Delaware law shall govern any dispute that arises between them regarding the enforceability or interpretation of this Agreement. If any clause of this Agreement should ever be determined to be unenforceable, it is agreed that this will not affect the enforceability of any other clause or the remainder of this Agreement. Additionally, in the event that any of the restrictive covenants in this Agreement shall be found by a court of competent jurisdiction to be unreasonable by reason of its extending for too great a period of time or over too great a geographic area or by reason of its being too extensive in any other respect, then such restricting covenant shall be deemed modified to the minimum extent necessary to make it reasonable and enforceable under the circumstances.

If you have any questions, please feel free to call me. If you are in agreement with the foregoing, please sign, date and return this Agreement in full within the timeframe set forth above to Carrie Nelson by email at carrie.nelson@ibex.co or mail to 1717 Pennsylvania Ave NW Suite 825, Washington, D.C. 20006.

Jeff, we thank you for your service to IBEX and wish you the very best in your future endeavors.

Sincerely,

/s/ Paul Inson
Chief People Officer

C: Christy O'Connor, Chief Legal Officer

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE OF CLAIMS SET FORTH ABOVE. I FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS AGREEMENT, THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT, AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND ENCOURAGED TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY.

/s/ Jeffrey Cox
Jeffrey Cox

June 12, 2024
DATE

EXHIBIT 10.39

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is made **June 4, 2024**, between **Jeffrey Cox** with a business address of 2572 Saddleback Court, Castle Rock, CO 80104 (hereinafter "Contractor") and **IBEX**, a Delaware corporation, with headquarters at 1717 Pennsylvania Ave NW, Suite 825, Washington, DC 20006 US (hereinafter "Company").

Whereas, IBEX wishes to obtain the services of a Contractor for IBEX digital consulting services;

Whereas, Contractor is interested in providing IBEX digital consulting services to IBEX;

Now, therefore, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

Services to be Provided. Contractor agrees, during the term of the Agreement, that he will provide professional digital consulting services to the Company. Such services shall follow guidance of the Chief Executive Officer. Work schedule, business priorities, reporting, use of business tools and decisions of the Contractor will be reviewed and final actions determined for compliance by the Chief Executive Officer.

Independent Contractor. The relationship between the Contractor and the Company is an independent contractor relationship. Nothing contained in this Agreement shall be construed as an agreement for employment or agency. Additionally, nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or other similar relationship between the Contractor and the Company.

Term. This agreement is effective **July 1, 2024 through June 30, 2025** (the "Term"). The Agreement will be terminated on June 30, 2025, unless an amendment is created to extend the duration of the Agreement. Company may terminate this Agreement at any time for Cause, as defined below.

Cause shall exist upon (i) a material breach of this Agreement by Contractor, or Contractors' material violation of a Company policy or law or regulation pertinent to the Company's business or reputation; (ii) Contractors' failure after receipt of written notice thereof and 3 days to cure such failure, to promptly follow any lawful directive of the Board of Directors; (iii) Contractor's engagement in any intentional misconduct or negligence in the performance of Contractor's duties; (iv) Contractor's falsification of any reports or communications issued to any member of the Board of Directors or an employee, office, agent or director of IBEX, or any act by Contractor of willful dishonesty, fraud, blackmail, or extortion as determined by the Board of Directors in its reasonable discretion; (v) Contractor's commission of any act in competition with or materially detrimental to the best interests of the Company; or (vi) Contractor's conviction of, or a plea of guilty or nolo contendere to a felony or other crime involving moral turpitude.

The Company shall have the right to terminate this Agreement at any time for convenience by providing Contractor with at least thirty (30) days prior written notice thereof. Contractor shall have the right to terminate this Agreement at any time and for any reason by providing the Company with at least thirty (30) days prior written notice thereof. Notice of termination must be delivered in writing. Any requirement for additional reasonable notice that may be available at law or in equity is hereby waived. Nothing contained in this agreement shall entitle Contractor to act as a consultant for any specified period of time unless stated herein.

Upon suspension or termination of this agreement, Contractor shall immediately surrender to IBEX all confidential information and company property in Contractor's possession, including but not limited to all keys, badges, hardware, software, files, records or any other property of IBEX. Renewal or extension of this agreement must be done in writing by both parties if such extension is approved, but shall not exceed twelve (12) months in Contract status. If Contractor status is changed to Employee status, Contractor must submit to standard new employee requirements.

Compensation and Invoicing. Contractor shall invoice Company for the flat rate of **\$10,000.00 per month** at the sole satisfaction of the Chief Executive Officer. Contractor will submit a US Form W9 and understands that compensation will be reported on a US Form 1099 in compliance with US Tax regulations annually.

Contractor agrees to submit invoices to the Chief Executive Officer at the end of each month to be paid within ten (10) days, if administratively possible. Invoices must be submitted timely to ensure payment delivery dates. Invoices are to be approved and submitted by the Chief Executive Officer to Accounts Payable for payment.

Confidential Information. Contractor is under the obligation to keep confidential all proprietary business information of IBEX and its clients, including but not limited to IBEX's and its clients' proprietary business information, which includes, but is not limited to, all training materials and other intellectual property.

Contractor acknowledges that a breach or threatened breach by Contractor of any of the confidentiality provisions of this agreement may result in IBEX and its clients and their respective shareholders suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, Contractor agrees that IBEX and/or its clients shall be entitled to seek interim, interlocutory and permanent injunctive relief in addition to any other relief to which IBEX or Client may become entitled at law or in equity or pursuant to the terms hereunder, to enforce the confidentiality obligations contained herein. Contractor shall be fully responsible and liable for all unauthorized disclosure or use of confidential information by any employee, advisor, or other party who obtained the confidential information from Contractor. Contractor shall not contact or deal with any person known to Contractor through the receipt of confidential information for any reason or purpose other than to legitimately carry out Contractor's obligations as a consultant as permitted in this agreement. Any materials provided to Contractor during Contractor's relationship with IBEX or created by Contractor from proprietary business information obtained during the course of Contractor's relationship with IBEX (including but not limited to any notes, spreadsheets, reports and computer files), belong to IBEX, and all originals and copies shall be delivered to IBEX, along with written certification of compliance, within ten (10) days of termination. No copies of such materials shall be retained by Contractor. The obligations in this paragraph survive termination.

Works Made for Hire.

Works Made for Hire. Contractor acknowledges and agrees that to the extent permitted by law, all work papers, reports, memoranda, research materials, documentation, drawings, photographs, negatives, tapes and masters, prototypes, contributions to a collective work, audio/visual works, translations, supplementary works, compilations, instructional texts, and all other copyrightable materials generated by Contractor during and in connection with Contractor's relationship with Company, including without limitation, any and all such materials generated and maintained on any form of electronic media (collectively, "Works") will be considered "works made for hire" and that authorship and ownership of any and all copyrights in any and all such works will belong solely to Company, including all aspects, elements, and components thereof in which any copyright can subsist and all rights to apply for copyright registration or to prosecute any claim of infringement of such Works.

Assignment of Works. To the extent that any Works are not deemed to be "works made for hire," Contractor hereby irrevocably transfers, grants, conveys, assigns, and relinquishes, and agrees to transfer, grant, convey, assign, and relinquish, all right, title, and interest in such Works, including all Intellectual Property Rights, to Company, its successors, assigns, or nominees for no further consideration.

Inventions.

Intellectual Property Rights. "Intellectual Property Rights" means all of the world-wide legal rights of, in and to the following:

(i) patents, patent applications, and invention disclosures; (ii) copyrights and works of authorship, including without limitation textual, masks, audio/visual works, "look and feel," and derivative works; (iii) trademarks, service marks, trade names, and trade dress, together with all goodwill associated therewith; (iv) trade secrets, know-how, and proprietary and confidential information; (v) moral rights; (vi) design rights; (vii) domain names; (viii) any rights analogous to those set forth in the preceding clauses; and (ix) any applications, registrations, divisions, combinations, continuations, renewals, reissues, extensions, and translations of the foregoing (as applicable); whether existing on the date hereof or thereafter filed, issued, or acquired.

Assignment of Inventions. Contractor hereby transfers, grants, conveys, assigns, and relinquishes, and agrees to transfer, grant, convey, assign, and relinquish, to Company, its successors, assigns, or nominees, all of Contractor's right, title, and interest (including all Intellectual Property Rights) in and to any ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Contractor in whole or in part, either solely or jointly with others, during the course of Contractor's relationship with Company or within one (1) year following termination of Contractor's relationship with Company, which were made with the use of Company's time, materials, or facilities or that is in any way within or related to the existing or contemplated scope of Company's business (collectively, the "Inventions") as of the date of Contractor's termination.

Duty of Disclosure. Contractor acknowledges and agrees to communicate promptly and disclose to Company, in such form and at such time as Company Requests, all information, details, material, and data pertaining to any Inventions.

Duty to Cooperate. Upon request by Company, Contractor will, at any time during Contractor's employment with Company or after termination thereof, execute and deliver to Company all appropriate documents and perform all acts which Company may request in order to apply for, obtain, maintain, and prosecute any copyrights, trademarks, patents, or other Intellectual Property Rights in any Works or Inventions, or in order to perfect the assignments and transfer of rights in and to the Works or Inventions hereunder, at the expense of Company, but without further or additional consideration to Contractor.

Prior Intellectual Property Rights. Prior to or concurrent with Contractor's execution his employment agreement, Contractor agrees to provide Company with written notice of any actual ownership rights by Contractor (or rights assigned to a prior employer(s)) to all copyrights, ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Contractor in whole or in part, either solely or jointly with others, that: (i) exist as of the Contractor's first date of contracting with the Company (the "Effective Date"); (ii) are not the subject of an existing patent, or pending or published patent application as of the Effective Date; and (iii) that are related to the business of Company ("Prior Intellectual Property Rights"). Contractor agrees that, other than the Prior Intellectual Property Rights set forth in such written notice, Contractor shall be deemed to have assigned pursuant to this Agreement, or to have incurred the obligation to assign pursuant hereto, to the Company, its successors, assigns, or nominees, all copyrights, ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Contractor in whole or in part, either solely or jointly with others, that are related to the business of the Company, unless Contractor demonstrates through written records and other evidence that such copyright, idea, discovery, invention, disclosure, or improvement made no use of any Confidential Information, time, materials, facilities, or other resources of Company.

Non-Disparagement. Both parties agree that neither party shall disparage or criticize the other party, its corporate affiliates, nor any of their respective principals, directors, officers, or employee (unless such statements are made in connection with legal or other related official process), including without limitation taking any actions that are or could be harmful to the other party's goodwill with its customers, vendors, employees, the media or the public. For clarity, the response by the Company to an inquiry by giving dates of employment and no further information shall not be deemed a disparaging response.

Competitors. Contractor agrees that he shall not provide any similar consulting services to any of IBEX's competitors throughout the term of his engagement with IBEX.

Limitation on Damages. IBEX's sole liability to Contractor concerning the services or this Agreement shall be limited to money damages not to exceed an amount equal to one (1) times the average paid for each two (2) week period worked during the term of this Agreement. This limitation is not a penalty, but rather is the extent of IBEX's liability and damages if any claims are alleged concerning the services and this Agreement, including alleged acts of negligence, misrepresentation or breach or contract regardless of the form in which any legal or equitable action may be initiated, and is Contractor's exclusive remedy.

Notwithstanding anything to the contrary elsewhere in this agreement, in no event shall IBEX be liable for any indirect, incidental, consequential, punitive, exemplary, special or incidental damages, including loss of profits or revenues, lost opportunity or business interruption, even if it has been advised of the possibility of such damages.

Assignment. Contractor may not assign this Agreement or any rights or obligations under it without the prior written consent of IBEX. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors.

Complete Agreement. This Agreement is the complete agreement between Contractor and IBEX. It supercedes all prior agreements, negotiations and inducements about the subject of this Agreement. No promises or agreements made after the execution of this Agreement are binding unless in writing and signed by all parties.

Enforceability. In case any one or more of the terms or conditions of this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or conditions of this agreement, and this agreement shall be construed and enforced as if such invalid, illegal or unenforceable terms or conditions had never been contained herein, provided that such invalid, illegal or unenforceable terms or conditions shall first be curtailed, reformed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability.

Currency. All references to dollars are to US Dollars.

Indemnification.

Contractor will indemnify, defend, and hold IBEX, its affiliates and their respective directors, officers, employees and shareholders, as well as Client, its affiliates and their respective directors, officers, employees and shareholders (collectively, the "Indemnified Persons") harmless from and against any loss, damage, or liability (including without limitation attorneys' fees, costs and other expenses), which any of the Indemnified Persons suffers or incurs as a result of: (i) any claims of willful misconduct asserted against Contractor, your employees, or your agents, acting in connection with your duties hereunder, or (ii) any liability, claim or finding that Contractor, or any of your employees or persons for whom Contractor are at law or under statute responsible generally, are employees of, or are in any employment relationship with, Client or IBEX or are entitled to any employment benefits of any kind (including, but not limited to, wages, vacation pay, severance pay or termination pay). This obligation to indemnify survives termination. Ibex will indemnify, defend, and hold Contractor harmless from and against any loss, damage or liability except to the extent such loss, damage or liability stems from Contractor's gross negligence or willful misconduct.

No Waiver. The waiver or indulgence of any failure to meet the requirements of any term or condition of this agreement shall not operate as a waiver of any subsequent failure to meet the requirements of such term or condition, or as a waiver of any other rights herein.

Forum and Venue. This agreement, and any claims directly or indirectly arising out of, under, or in connection with this agreement or any related instrument, shall be governed by the laws of the District of Columbia, including its statutes of limitations, without regard to its conflict of laws principles. The District of Columbia shall have the exclusive jurisdiction over any disputes arising out of, under, or in connection with this agreement, and District of Columbia shall be the only proper place of venue for all disputes. Any litigation shall be held exclusively in the appropriate state or federal courts located in Washington, D.C., and Contractor consent that these courts shall have jurisdiction over Contractor. Contractor agrees to waive any objections based upon jurisdiction, venue, or inconvenient forum.

Waiver of Jury Trial and Class Action Rights.

CONTRACTOR AND IBEX AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY CONTRACTOR OR IBEX, ON OR WITH RESPECT TO THIS AGREEMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT (IN OTHER WORDS, A JUDGE) AND NOT BY A JURY. CONTRACTOR AND IBEX EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT EACH PARTY WOULD NOT ENTER INTO THIS AGREEMENT IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS AGREEMENT.

Contractor agrees to waive any right that Contractor may have to commence or participate in any Class Action against IBEX or its clients relating to any claim or dispute arising out of this agreement and where applicable,

Contractor also agrees to 'opt out' of any class proceeding against IBEX or its clients relating to any claim or dispute arising out of this agreement.

Contractor agrees to devote working time, attention and energies to the performance of his duties under the direction of and to the satisfaction of the Chief Information Officer. Contractor agrees to submit to any required background checks, if applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Contractor: IBEX

By (Signature): /s/ Jeffrey Cox By (Signature): /s/ Robert Dechant

Name/Title: Jeffrey Cox Name/Title: Robert Dechant, CEO

Date: June 4, 2024 Date: August 7, 2024

1700 Pennsylvania Avenue NW, Suite 560
Washington, D.C. 20006

Bruce Dawson

PERSONAL & CONFIDENTIAL

Dear Bruce:

The Letter Agreement is the restated agreement (the "Restated Agreement") to your employment agreement dated month day, year between you and Ibox Global Solutions, Inc. ("Ibox") ("Employment Agreement").

This Restated Agreement is effective as of **July 1, 2020** ("**Effective Date**") and is subject to your execution of this agreement (the "**Agreement**") and execution of the Arbitration Agreement attached hereto as Exhibit B. "**Employment**" means your employment by the Company under the terms of this Agreement, along with any resulting appointments as an officer or a director of the board of directors of the Company's affiliates. The Company and you are collectively referred to herein as the "**Parties**" and individually as a "**Party**".

1. **Position.** Your position with the Company remains **Chief Sales/Client Services Officer** reporting to Bob Dechant, Chief Executive Officer or his designee as mutually agreed upon by you and the Chief Executive Officer.
2. **Duties.** You will be principally responsible for both the new sales and client services organizations and performing additional duties for the Company or its affiliates as may be required from time to time, including those required by the CEO or the Board of Directors of the Company (with the Board of Directors being the "**Board**", and the duties being collectively the "**Duties**"). You shall use your best efforts to further the interests of the Company and shall devote all of your business time and attention to performing your Duties hereunder. You shall also comply at all times with the written policies of the Company as issued as of the date this Agreement or as later adopted or modified by the Company ("**Company Policies**").
3. **Covenants.** You hereby agree to the covenants and obligations set forth in Exhibit A to this Agreement.
4. **Location.** Your **home location will be your place of employment**. You agree to travel as required to perform your Duties.
5. **Compensation.**
 - a. **Base Salary.** You will earn base salary compensation at the annualized rate of **\$300,000** ("**Base Salary**"), subject to normal payroll taxes and withholdings. Your Base Salary shall be paid to you in accordance with the Company's standard employee payroll schedule then in effect. Your Base Salary is prospectively adjustable by the Company in its sole discretion, and such adjustments shall be effective only upon the Company's delivery to you of written notice of such an adjustment.
 - b. **Incentive.** You will be eligible to earn incentive awards at 50% of annualized base pay in accordance with the achievement of designated goals as a participant in the Company's Management Incentive Plan (MIP). Participation in the Plan and any Earned Awards will be paid in accordance with the terms and conditions of the Plan and are subject to any required taxes and withholdings.
 - c. **New Deal Bonus.** You will be eligible to earn incentives under the New Deal Signing Bonus Incentive Plan. Participation in the Plan and any Earned Awards will be paid in accordance with the terms and conditions of the Plan and are subject to any required taxes and withholdings.
 - d. **Benefits.** There are no changes to your current benefits eligibility or PTO Plan. The Company reserves the right to modify, amend and/or terminate any and all of its benefits plans at its discretion.
 - e. **Reimbursement of Expenses.** The Company will reimburse you for all reasonable expenses, including reasonable travel expenses for travelling to the Company's offices in Washington DC, incurred or paid by you in connection with, or related to, the performance of your Duties, upon your presentation of documentation, expense statements, vouchers and/or such other supporting information as the Company may request.
6. **Term and Termination.** You will be an employee-at-will, and, subject to the terms and conditions of this Agreement, either you or the Company may terminate your employment at any time for any reason. You agree to give the Company at

least 60 days prior written notice in the event that you seek to terminate your employment, with the Company having the option to accept your resignation with immediate effect.

- a. **Severance.** In the event that the Company terminates your employment for any reason other than death, disability or "Cause", or you terminate your employment for "Good Reason", you shall be entitled to the following severance rights, provided that, within 60 days (or such shorter period as the Company may designate) following termination of your employment, you have released the Company of all known and unknown claims (other than compensation already earned by you or contractually due to you under the terms of this Agreement or any vested restricted stock agreement, by executing and delivering to the Company a separation agreement and release on a form to be provided to you by the Company at such time (releasing all releasable claims other than to payments under Section 7 or outstanding vested or vesting equity and including among other things, obligations to cooperate with the Company and reaffirming your obligations under Exhibits A and B hereto):
 - i. For a period of 12 months from the date of your termination (the "Severance Period"), you shall receive a monthly severance payment equal to the monthly equivalent of your Base Salary (the "Severance Payments"), payable in accordance with the Company's normal payroll processing. In the event that you are terminated on a day other than the first day of the month, your Severance Payments for the first and last month shall be prorated. You shall immediately inform the Company in writing in the event you become subsequently employed during the Severance Period or if you engage in a consulting agreement with a term of greater than 6 months and compensation greater than \$20,000 per month for a third party during the Severance Period. In such an event, the Company's Severance Payments to you will be reduced to 70% of your employment or contractor compensation during the Severance Period. Payment of the Severance under section 6(a) will commence in the first payroll period beginning after the Release becomes effective against you (provided that if the 60 day period for delivering an effective release ends in the calendar year subsequent to the calendar year in which your employment ended, no payment will be made before the first business day of such subsequent calendar year.
 - ii. During the Severance Period, you and your family shall continue to be allowed to participate in the Company's benefit plans (excluding 401K) as set forth in the paragraph above at the same cost to you as the cost historically paid by you for such plans during the term of your employment.
 - iii. Provided that the termination of your employment occurs within six (6) months after a Change of Control of the Company, all of the restricted stock shall become accelerated in accordance with your Restricted Stock Agreement. As used herein, a Change of Control of the Company shall only be deemed to occur upon (i) a sale of the Company to an unaffiliated party, or a merger of the Company, in each case where upon the completion of such transaction, an unaffiliated third party owns more than 50% of the issued voting stock of the Company; (ii) a sale of IBEX Limited ("IBEX") to an unaffiliated party or a merger of IBEX, in each case where upon completion of such transaction, an unaffiliated party owns more than 50% of the issued voting stock of IBEX.
- b. **Cause.** Cause shall exist upon (i) a material breach by you of this Agreement (including but not limited to Exhibit A), or your material violation of a Company Policy or law or regulation pertinent to the Company's business or reputation; (ii) your failure after receipt of written notice thereof and 3 days to cure such failure, to promptly follow any lawful directive of the Board of Directors; (iii) your engagement in any intentional misconduct or negligence in the performance of your Duties; (iv) your falsification of any reports or communications issued to any member of the Board of Directors or an employee, officer, agent, or director of IBEX, or any act by you of willful dishonesty, fraud, blackmail, or extortion as determined by the Board of Directors in its reasonable discretion; (v) your commission of any act in competition with or materially detrimental to the best interests of the Company; or (vi) your conviction of, or a plea of guilty or nolo contendere to a felony or other crim involving moral turpitude.
- c. **Good Reason. Good Reason** shall exist upon (i) a material diminution in your Base Salary existing as of the date of this Agreement, other than as a result of a similar percentage reduction in the Base Salary of other

members of the Company's senior management; or (ii) the Company removing you from the office of Chief Strategic Accounts/Marketing Officer. Notwithstanding the occurrence of any of the foregoing events or circumstances, a resignation shall not be deemed to constitute Good Reason unless (x) you give the Company a written notice of the purported Good Reason (no more than 30 days after the initial evidence of such event or circumstance, (y) such event or circumstance has not been corrected within 30 days following the Company's receipt of such notice of termination and (z) the resignation becomes effective not more than 180 days following the date of notice.

- d. **Effect on Officer and Director Positions.** If your employment ends for any reason, you agree that you will cease immediately to hold any and all officer or director positions you then have with the Company or any affiliate (including IBEX), absent a contrary direction from the Board (which may include either a request to continue such service or a direction to cease serving upon notice). You hereby irrevocably appoint the Company to be your attorney-in-fact to execute any documents and do anything in your name to effect your ceasing to serve as a director and officer of the Company and any affiliate, should you fail to resign following a request from the Board to do so. A written notification signed by a director or duly authorized officer of the Company that any instrument, document or act falls within the authority conferred by this subsection will be conclusive evidence that it does so. The Company will prepare any documents, pay any filing fees, and bear any other expenses related to this Section 6(d).

1. Miscellaneous.

a. This Agreement constitutes the entire agreement between you and the Company concerning your Employment with the Company. The Company and you agree that all understandings, oral agreements, and representations with respect to such Employment, whether made prior to or after your execution of this Agreement, are void and/or are superseded by this Agreement and may not be relied upon. This Agreement cannot be modified, changed, or amended, except in a writing signed by you and a duly-authorized representative of the Company. No waiver by the Company shall be effective unless set forth in a writing executed by an authorized representative of the Company. This Agreement shall be binding upon and inure to the benefit of both Parties and their respective successors and assigns, including any entity with which, or into which, the Company may be merged or that may succeed to the Company's assets or business, provided, however, that your obligations are personal and may not be assigned by you.

b. Any notice required by this Agreement shall be in writing and may be delivered personally, or by overnight courier, with respect to the Company, to the addresses of the Company's headquarters, in all cases with an email copy to Christy O'Connor at Christy.OConnor@ibex.co and Robert T. Dechant at Bob.Dechant@ibex.co (or to any other email address that the Company may designate in writing to you), and with respect to you, to the address set forth in the signature block below or any other address that you may designate through written notice to the Company. Notices delivered personally shall be deemed delivered upon receipt. Notices delivered by overnight courier shall be deemed delivered on the business day immediately subsequent to placement of the notice with the overnight courier.

c. As provided in the Arbitration Agreement attached hereto as Exhibit B, you hereby agree that in any claim or dispute arising out of, or related to this Agreement or to any aspect of Employment relationship, including but not limited to equitable or declaratory relief, the matter must be dealt with by binding arbitration under the terms of the Arbitration Agreement, except as explicitly excluded therein. This includes without limitation, all matters relating to the Agreement's formation, and validity, binding effect, interpretation, performance, breach or termination. You agree that your sole recourse for any dispute arising out of your Employment or relating to the Company or its affiliates in any way (a "**Dispute**") shall be against the Company only, and you hereby acknowledge and waive any right you may have to make any claim against any individual associated with the Company, its affiliates, or its shareholders or any past, present, or future, affiliate, director, officer, agent, employee or attorney of any of thereof. All Disputes shall be kept as strictly confidential and may not be publicly disclosed or made available to the public in any way for any reason without the prior written consent of the Company.

d. This Agreement shall be governed by and construed in accordance with the laws of state where Employee's position is located. To the extent that the parties have agreed to arbitrate certain claims, nothing in this Agreement shall affect their respective obligations or ability to arbitrate such claims other than as provided in Section 7(c).

e. This Agreement may be executed in multiple counterparts, that together, when executed shall be an original and constitute one instrument. Copies of signed counterparts that are sent via facsimile or transmitted electronically between the Parties shall be deemed to be originals for purposes of establishing execution by either or both Parties. This restated Agreement may be executed electronically with record of the transaction held electronically by either or both Parties. Please formally record your acceptance of this restated Agreement by signing and completing the acknowledgement below.

IN WITNESS HEREOF, the Parties have agreed to enter into this Agreement as of the date first set forth above:

IBEX Global Solutions, Inc.

1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA

/s/ Robert Dechant

Name: Robert T. Dechant

Title: Chief Executive Officer

Employee's signature:

/s/ Bruce Dawson

Print address:

EXHIBIT A
COVENANTS AND OBLIGATIONS

1. Definitions.

1.1 All capitalized terms not expressly defined in this Exhibit shall have their meaning as defined in the Agreement.

1.2 "Company" means IBEX Global Solutions, Inc. and its holding company, Ibex Limited and those entities controlling, controlled by, or under common control with, the Company, where "control" being deemed where the controlling entity holds 50% or more of the voting securities or membership interests of the controlled entity or otherwise has the power, directly or indirectly, to control the affairs of the controlled entity. The "Company" shall be deemed to include, but not be limited to, IBEX Global Solutions PLC.

1.3 "Confidential Information" means all information of any nature in any form, whether disclosed in writing, orally, or electronically, that is disclosed to or known by the Employee as a consequence of or through employment with Company, whether such information is developed by Company or its affiliates, or is submitted to Company in confidence by third parties. Confidential Information will include, without limitation, all writings, memoranda, copies, reports, records, papers, surveys, analyses, drawings, letters, computer printouts, computer programs (source and object code), computer applications, computer processing techniques, methodologies, proposals, bids, processes, specifications, customer data (such as customer lists, identities, and requirements), contacts, licenses, business methods, business processes, business techniques, business plans, financial records, employee compensation, marketing plans, data, graphs, charts, sound recordings, pictorial representations, inventions, prototypes, and samples (whether or not patentable or copyrightable). Confidential Information does not include information that was (i) part of the public domain at the time of disclosure to Employee or becomes part of the public domain, other than by a breach of an obligation to maintain confidentiality; (ii) acquired by Employee from a third party without an obligation of confidentiality; or (iii) approved for public release in writing by Company.

1.4 "Effective Date" means the effective date of this Restated Agreement.

1.5 "Intellectual Property Rights" means all of the world-wide legal rights of, in and to the following: (i) patents, patent applications, and invention disclosures; (ii) copyrights and works of authorship, including without limitation textual, masks, audio/visual works, "look and feel," and derivative works; (iii) trademarks, service marks, trade names, and trade dress, together with all goodwill associated therewith; (iv) trade secrets, know-how, and proprietary and confidential information; (v) moral rights; (vi) design rights; (vii) domain names; (viii) any rights analogous to those set forth in the preceding clauses; and (ix) any applications, registrations, divisions, combinations, continuations, renewals, reissues, extensions, and translations of the foregoing (as applicable); whether existing on the Effective Date or thereafter filed, issued, or acquired.

2. Confidentiality.

2.1 Non-Disclosure. During Employee's employment, the Company or its affiliates will disclose to the Employee Confidential Information as appropriate or necessary for Employee to perform his or her duties and any training associated therewith, and Employee will generate and contribute to Confidential Information in connection with Employee's duties. The Employee hereby covenants and agrees that he will not, during his or her employment and for the maximum period thereafter as permitted by law, disclose to any person, or use, any Confidential Information except as required in the course of employment with the Company. Employee agrees to use his or her best efforts to prevent accidental or negligent loss or release of Confidential Information to any unauthorized persons or entities and will immediately notify the Company if any such loss or release occurs.

2.2 Return of Company Property. Employee agrees that, within five (5) days of the termination of my employment by me or by the Company for any reason, or for no reason, or during my employment if so requested by the Company, I will return to the Company (i) all Trade Secrets, Confidential Information, all other inventions and works of the Company in my possession, all apparatus, equipment, computers, telecommunication equipment and other physical property of the Company and (ii) all memoranda, notes, records, computer programs, computer files, drawings or other documentation, whether made or compiled by me alone or with others or made available to me while employed by the Company, excepting only (x) my personal copies of records relating to my compensation; (y) my personal copies of any materials previously distributed generally to stockholders or employees of the Company; and (z) my copy of this Agreement.

3. Works Made for Hire.

3.1 Works Made for Hire. Employee acknowledges and agrees that to the extent permitted by law, all work papers, reports, memoranda, research materials, documentation, drawings, photographs, negatives, tapes and masters, prototypes, contributions to a collective work, audio/visual works, translations, supplementary works, compilations, instructional texts, and all other copyrightable materials generated by Employee during and in connection with Employee's relationship with Employer, including without limitation, any and all such materials generated and maintained on any form of electronic media (collectively, "Works") will be considered "works made for hire" and that authorship and ownership of any and all copyrights in any and all such works will belong solely to Employer, including all aspects, elements, and components thereof in which any copyright can subsist and all rights to apply for copyright registration or to prosecute any claim of infringement of such Works.

3.2 Assignment of Works. In consideration of Employee's employment with the Company and the compensation received by Employee from the Company from time to time, to the extent that any Works are not deemed to be "works made for hire," Employee hereby irrevocably transfers, grants, conveys, assigns, and relinquishes, and agrees to transfer, grant, convey, assign, and relinquish, all right, title, and interest in such Works, including all Intellectual Property Rights, to Employer, its successors, assigns, or nominees for no further consideration.

4. Inventions.

4.1 Assignment of Inventions. In consideration of Employee's employment with the Company and the compensation received by Employee from the Company from time to time, Employee hereby transfers, grants, conveys, assigns, and relinquishes, and agrees to transfer, grant, convey, assign, and relinquish, to Employer, its successors, assigns, or nominees, all of Employee's right, title, and interest (including all Intellectual Property Rights) in and to any ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Employee in whole or in part, either solely or jointly with others, during the course of Employee's relationship with Employer or within one (1) year following termination of Employee's relationship with Employer under this Agreement or any successor agreements, which were made with the use of Employer's time, materials, or facilities or that is in any way within or related to the existing or contemplated scope of Employer's business (collectively, the "Inventions") as of the date of Employee's termination. Employer acknowledges and agrees that any invention, discovery, improvement, or patent application therefor made by Employee within one (1) year following termination of Employee's relationship under this Agreement or any successor agreements will be presumed to be owned by Employer pursuant to this Section 4.1, unless Employee demonstrates through written records and other evidence that such invention, discovery, improvement, or patent application thereof made no use of any Confidential Information.

4.2 Duty of Disclosure. Employee acknowledges and agrees to communicate promptly and disclose to Employer, in such form and at such time as Employer Requests, all information, details, material, and data pertaining to any Inventions.

4.3 Duty to Cooperate. Upon request by Employer, Employee will, at any time during Employee's relationship with Employer or after termination thereof, execute and deliver to Employer all appropriate documents and perform all acts which Employer may deserve in order to apply for, obtain, maintain, and prosecute any copyrights, trademarks, patents, or other Intellectual Property Rights in the Works and Inventions or in order to perfect the assignments and transfer of rights in and to the Works and Inventions hereunder, at the expense of Employer, but without further or additional consideration.

4.4 Prior Intellectual Property Rights. Prior to or concurrent with Employee's execution this Agreement, Employee agrees to provide Employer with written notice of any actual ownership rights by Employee (or rights assigned to a prior employer(s)) to all copyrights, ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Employee in whole or in part, either solely or jointly with others, that: (i) exist as of the Effective Date; (ii) are not the subject of an existing patent, or pending or published patent application as of the Effective Date; and (iii) that are related to the business of the Company or of any of its affiliates ("Prior Intellectual Property Rights"). Employee agrees that, other than the Prior Intellectual Property Rights set forth in such written notice, upon Employee's execution of this Agreement, the Employee shall be presumed to have assigned pursuant to section 4.1, or to have incurred the obligation to assign pursuant to such section, to the Employer, its successors, assigns, or nominees, all copyrights, ideas, discoveries, inventions, disclosures, and improvements (whether patentable or unpatentable) made, conceived, or suggested by Employee in whole or in part, either solely or jointly with others, that are related to the business of the Company or of any of its affiliates, unless Employee demonstrates through written records and other evidence that such copyright, idea, discovery, invention, disclosure, or improvement made no use of any Confidential Information.

5. Covenants.

5.1 Notification to New Employer. In the event that I leave the employ of IBEX, and I become employed by an employer engaged in or which proposes to be engaged in a business competitive with any business which the Company was engaged during my term of employment or in which during the term of my employment the Company proposed to enter or become engaged in, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

5.2 Non-Solicitation of Employees and Consultants. Employee agrees that for a period of one (1) year after my employment with, or affiliation with the Company, I will not recruit, hire or attempt to hire directly or by assisting others, any: (a) employee whom I had personal contact while I was employed with the Company, without regard to Confidential Information, who is or was an employee with Company during the last year; or (b) consultant of the Company with whom I had personal contact with for the purpose of providing and/or selling Company product or services while I was employed with the Company, without regard to Confidential Information, who is then employed or affiliated with the Company under a contract for a specified term which has not yet expired for any period of time that would interfere with the existing contract. For the avoidance of doubt, the use of Confidential Information to solicit any employee or consultant away from the Company is prohibited for as long as the Confidential Information remains covered under Section 1.1 above.

5.3 Non-Solicitation of Customers. Employee agrees that while employed by the Company, I will have contact with and become aware of the Company's customers and the representatives of those customers, their names and addresses, specific customer needs and requirements, and leads and references to prospective customers. Employee further agrees that loss of such customers will cause the Company great and irreparable harm. Employee agrees that during and for a period of one (1) year after any employment with, or affiliation with the Company, I will not to solicit or attempt to solicit any customer or former customer or prospective customer of the Company for the purpose of providing services which are competitive to the services offered by the Company. This restriction shall apply only to any customer or former customer or prospective customer of the Company with whom Employee had contact on behalf of the Company during the last two (2) years of Employee's employment with the Company ("Customers"). For the purposes of this paragraph, "solicit" or "attempt to solicit" excludes announcements simply stating that Employee has entered into new employment at another business, but rather, means interaction between Employee and the customer, former customer or prospective customer which takes place without contact first being made by the customer, former customer or prospective customer to further the business relationship, or performing services for the customer, former customer or prospective customer on behalf of the Company. For the avoidance of doubt, the use of Confidential Information to solicit Customers for any but the Company is prohibited for as long as the Confidential Information remain covered under Section 1.1 above.

5.4 Non-Compete. Employee agrees that during his or her employment and for a one (1) period following termination of employment for any reason, Employee will not directly or indirectly engage, anywhere in the Restricted Area (as defined below), whether such engagement be as an individual, officer, director, proprietor, employee, partner, member, investor (other than solely as a holder of less than two percent (2%) of the outstanding capital stock of a corporation whose shares are publicly traded on a national securities exchange or through a national market system or registered pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended), creditor, consultant, advisor, sales representative, agent, or other participant, in a Restricted Business (as defined below).

5.4.1 "Restricted Area" means the United States. Employee hereby agrees and recognizes that the Company and its affiliates have a nationwide customer base, and thus that the geographic restrictions imposed by Section 5.3 are fair and reasonable.

5.4.2 "Restricted Business" means any venture, enterprise, activity or business engaged in a business, directly or indirectly, similar to the actual or prospective business of the Company or of any of its affiliates as of the date of the termination of Employee's employment from the Company, including without limitation, (i) any business who provides business process outsourcing services in or from the Restricted Area, including outsourcing services related to customer care, sales, or marketing; (ii) any business who provides software services or products relating to the operation of a call center, including but not limited to call center routing solutions, call center dialing software, and call center agent computer interfaces.

5.5 Non-Disparagement. Both parties agree that, during the term of Employee's employment with the Company, and for a two year-period after the termination of such employment, neither party shall disparage or criticize the other party, its corporate affiliates, nor any of their respective principals, directors, officers, or employees (unless such statements are made in connection with legal or other official process), including without limitation taking any actions that are or could be harmful to the other party's goodwill with its customers, vendors, employees, the media or the public. For clarity, the response by the Company to any inquiry by giving dates of employment and no further information shall not be deemed a disparaging response.

5.6 Devotion of Services. Employee agrees that during the term of his or her employment with the Company, Employee will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of his or her employment, nor will he or she engage in any other activities that conflict with his or her obligations to the Company without the express written consent of the Chief Executive Officer of the Company.

6. General.

1.1 Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, then, notwithstanding such provision, all other provisions of this Agreement will remain in full force or effect, and the terms of such provision will be limited to the extent necessary to render the provision valid, legal, and enforceable.

1.2 Other Agreements. Employee hereby represent that his or her performance of all the terms of the Agreement and this Exhibit and the performance of his or her duties as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you in confidence or in trust prior to your employment with the Company. You also represent that you are not a party to or subject to any restrictive covenants, legal restrictions, policies, commitments or other agreements in favor of any entity or person that would in any way preclude, inhibit, impair or limit your ability to perform your obligations under this Agreement, including noncompetition agreements or non-solicitation agreements, and you further represent that your performance of the duties and obligations under the Agreement does not violate the terms of any agreement to which you are a party. You agree that you will not enter into any agreement or commitment or agree to any policy that would prevent or hinder your performance of duties and obligations under the Agreement.

1.3 Injunctive Relief and Specific Performance. Employee agrees that a breach of this Agreement (other than a breach of section 5.4) will result in irreparable and continuing harm to the Employer for which there is no adequate remedy at law. Employee agrees that in the event of an actual, threatened, or intended breach of this Agreement by Employee, such breach shall be deemed to cause the Employer irreparable harm, and Employer will have the right to seek injunctive relief or specific performance in a court of law. Employee hereby consents to the imposition of such relief, without the necessity of proof of actual damage, in order to prevent or restrain or restrain any such actual, threatened, or intended breach of this Agreement. Employee agrees that injunctive relief and specific shall be cumulative to any other remedy that Employer may seek for a breach of this Agreement, including compensatory and punitive damages, and that Employer shall have the right to its reasonable attorney fees and costs incurred in enforcing any provision of this Agreement.

1.4 Choice of Law and Venue. This Agreement will be governed and construed by and in accordance with the laws of the state where Employee's position is located. To the extent that the parties have agreed to arbitrate certain claims, nothing in this Agreement shall affect their respective obligations or ability to arbitrate such claims other than as provided in Section 6.2.

1.5 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, and representations with respect to such subject matter. This Agreement may not be amended or modified other than through a writing signed by both parties.

1.6 At-Will Status of Employee. Nothing in this Agreement will be construed to alter Employee's status as an "at-will" employee of Employer, and Employee acknowledges that Employee is an at-will employee of the Employer. Employee understands that as an "at-will" employee, his or her employment with the Company may be terminated at any time without cause or notice by either the Company or the Employee.

EXHIBIT B
ARBITRATION AGREEMENT

A. Mutual Consent

The Company and you mutually consent to the resolution, by final and binding arbitration, of any and all arbitrable claims or controversies ("claim"), except to the extent limited by Section B of this Arbitration Agreement, that the Company may have against you or that you may have against the Company, its affiliates, its shareholders, or their respective officers, directors, partners, owners, employees or agents in their capacity as such or otherwise, arising out of or relating to your Employment or any other relationship you have with the Company or its affiliates, including but not limited to, any claims arising out of or related to your Agreement or this Agreement to Arbitrate (this "Arbitration Agreement") or the breach thereof, or any question relating to the Arbitration Agreement's existence, validity or termination. Legal disputes covered by this Arbitration Agreement include, but are not limited to: (i) claims or charges of discrimination (including, but not limited to, race, color, religion, creed, sex, sexual orientation, or sexual or other unlawful harassment, pregnancy, national origin, ancestry, age, physical or mental handicap or disability, genetic disposition or carrier status, marital status, veteran's status, retaliation, or any other category protected under applicable federal, state or local fair employment practices law and specifically including but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974 ("ERISA"), any state fair employment practices (ii) claims for breach of contract or promissory estoppel; (iii) tort claims, wrongful discharge claims, defamation and unfair business practices claims; and (iv) claims for wages, commissions, bonuses, severance, stock options and other equity, employee benefits or other compensation, whether pursuant to contract, state wage and hour laws, the Fair Labor Standards Act, ERISA, or any other law concerning wages, compensation or employee benefits.

The claims shall be settled exclusively by binding arbitration in accordance Employment Arbitration Rules and Mediation Procedures ("AAA Rules") of American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any claim or controversy not submitted to arbitration in accordance with this Exhibit (other than claims covered by Exhibit A, claims for workers compensation, or claims that cannot legally be submitted to arbitration) shall be waived, and thereafter no arbitration panel or tribunal or court shall have the power to rule or make any award on any such claim or controversy.

THE COMPANY AND YOU FULLY UNDERSTAND THAT, ABSENT THIS ARBITRATION AGREEMENT, LEGAL CLAIMS BETWEEN THE PARTIES COULD BE RESOLVED THROUGH THE COURTS AND A JURY BUT EXPRESSLY AGREE TO FOREGO THE TRADITIONAL LITIGATION SYSTEM IN FAVOR OF BINDING ARBITRATION.

B. Claims Not Covered by this Arbitration Agreement

The Arbitration Agreement does not apply to actions by the Company for injunctive and/or other equitable relief, including but not limited to claims for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which you understand and agree that the Company may seek and obtain relief from a court of competent jurisdiction. You agree that any actions by you for injunctive, equitable, or declaratory relief, is covered by this Arbitration Agreement and is subject to arbitration.

C. Class Action Waiver

Except as otherwise required under applicable law, the Parties agree that neither of them will assert class action or representative action claims against the other, whether in arbitration or otherwise, which actions are hereby waived; and each of the Parties shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person.

D. Arbitration Rules and Applicable Law

The Parties agree that the Federal Arbitration Act ("**FAA**") will govern this Arbitration Agreement and the interpretation and enforcement of the arbitration proceeding, including any actions to compel, enforce, vacate, or confirm proceedings, awards or orders issued by the Arbitrator. The Proceedings under this Arbitration Agreement will be administered by the AAA pursuant to the AAA Rules, except as provided in this Arbitration Agreement. Except as provided in this Arbitration Agreement or the AAA Rules, the Arbitrator shall apply the state or federal law of Washington D.C., including laws establishing burdens of proof. This Arbitration Agreement does not enlarge substantive rights of either party available under existing law.

THE FACT OF ANY ARBITRATION, AND ANY PROCEEDINGS, CLAIMS, OR DISPUTES RELATING TO THE ARBITRATION, SHALL BE KEPT BY YOU AS STRICTLY CONFIDENTIAL, AND SHALL BE DEEMED TO BE THE COMPANY'S CONFIDENTIAL INFORMATION.

E. Initiation of Arbitration and Time Limits

A party may initiate arbitration proceedings under this Arbitration Agreement by serving a written Request for Arbitration on AAA forms (a "**Request for Arbitration**"). The Request for Arbitration must describe the nature of the dispute and the specific remedy sought and must be simultaneously mailed to all other parties to the dispute. Except for a claim asserting fraudulent or intentional wrongdoing, a Request for Arbitration must be filed within one year of the date when the cause of action first arose or be deemed waived. Any failure to timely request arbitration constitutes a complete waiver of all rights to raise any claims in any forum relating to any dispute that was subject to arbitration. The time limitations in this paragraph are not subject to any type of tolling.

F. The Arbitrator

All disputes will be resolved by a single Arbitrator selected from a list provided by the AAA pursuant to the AAA Rules. The Arbitrator has the authority to determine the arbitrability of the dispute itself and to rule on any motions regarding discovery or the pleadings, including motions to dismiss and for summary judgment, and, in doing so, shall apply the standards set forth in the Federal Rules of Civil Procedure (except as otherwise set forth in this Arbitration Agreement), and to order any and all equitable or legal relief which a party could obtain from a court of competent jurisdiction on the basis of the claims made in the dispute. The arbitrator shall have no power to vary or ignore the terms of this Arbitration and shall be bound by controlling law and the Federal Rules of Evidence.

G. Hearing Location and Language

Unless the parties agree otherwise in writing, the hearing shall take place at the Company's offices in Washington DC.

H. Arbitration Fees and Costs

The Company shall pay any filing fee and the fees and costs of the arbitrator; provided, however, that if you are the party initiating the arbitration, you will pay an amount equivalent to the filing fee that you would have paid to file a civil action or initiate a claim in the court of general jurisdiction in the state in which you performed services for the Company. Each party shall pay for its own costs and attorneys' fees, if any; provided, however that the arbitrator will award reasonable attorney's fees and costs to the prevailing party in any arbitration, unless otherwise prohibited by law.

I. Severability

In the event that any provision of this Arbitration Agreement is determined by the Arbitrator or by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, such provision shall be enforced to the extent permissible under the law and all remaining provisions of this Arbitration Agreement shall remain in full force and effect.

J. Miscellaneous Provisions

1. The parties understand and agree that their promises to arbitrate claims, rather than to litigate them before courts or other bodies, provide consideration for each other.

2. This Arbitration Agreement to arbitrate shall survive the termination of your Employment with the Company. It can only be revoked or modified in writing signed by the authorized representatives of the parties, which specifically states intent to

revoke or modified this Arbitration Agreement. Only the Board of the Company can revoke or modify this Arbitration Agreement on behalf of the Company.

3. Notwithstanding anything to the contrary herein, to the extent that you seek to subpoena, or otherwise legally compel, a third party for information or testimony, and if such third party is an actual, past, or prospective customer of the Company or its affiliates, or is an employee, officer, or director of such customer, then no subpoena or other legal process may be issued to such third party unless:

- i. the Company agrees in writing to the issuance of the subpoena or legal process; or
- ii. upon written motion from you seeking to issue the subpoena or legal process, in which motion you shall have the burden of persuasion and the burden of proof, the Arbitrator finds good cause to issue such subpoena or legal process.

4. This Arbitration Agreement, together with the employment agreement to which it is attached, is the complete agreement of the parties on the subject of arbitration of disputes.

5. This Arbitration Agreement is not, and shall not be construed to create, any contract of employment, express or implied.

IN WITNESS HEREOF, the Parties have agreed to enter into this Arbitration Agreement as of the date set forth on the first page of the employment agreement:

IBEX GLOBAL SOLUTIONS, INC.

1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA

/s/ Robert Dechant

Name: Robert T. Dechant
Title: Chief Executive Officer

Employee's signature:

/s/ Bruce Dawson

Name: Bruce Dawson

EXHIBIT B

DIRECT DIALOGUE PROGRAM AND MUTUAL AGREEMENT TO ARBITRATE

A New Way to Resolve Workplace Problems

We understand that problems can occur even in the best companies. The Company offers multiple ways in which problems may be addressed, such as our Open Door Policy and Progressive Coaching and Discipline Policy, all discussed in the Employee Handbook. We encourage all employees to review these policies and to follow them as appropriate. However, there are times when an informal approach may not be suitable. Our goal is always to resolve problems in the most prompt, effective manner. Our Direct Dialogue Program provides a more structured process to help us resolve differences together in a timely and objective manner. At the same time, it provides a process that protects your legal rights. At the Company, we are committed to building strong working relationships. We do that in many ways including the Direct Dialogue Program.

INTERNAL PROCESS

Step 1: Open Communication with Your Direct Supervisor

At our company, the door is always open. The Direct Dialogue Program builds on our foundation of trust by defining a process that encourages you to first talk to the right person, a person who can help when you have a work-related question or concern. Often, questions you have can be answered quickly if you talk directly to your supervisor. Your supervisor wants to keep our company running smoothly, and that includes quickly and fairly addressing any concerns that arise. If for any reason you not comfortable with contacting your supervisor, you should contact your Human Resources Representative for your location by following Step 2, below. *The opportunity to move directly to Step 2 is designed to assist you in situations where for any reason you are not comfortable with Step 1.*

Step 2: Open Communication with the Your Human Resources Representative

If you have already talked with your supervisor (or are uncomfortable with talking with your supervisor), and still feel that your question has not been answered to your satisfaction, you can communicate with your Human Resources Representative. To assist your Human Resources Representative with the quickest and best resolution, we ask that you answer the following five questions in writing, and give your answers to your Human Resources Representative. The five questions are:

- What is the problem?
- When did you discuss it with your supervisor?
- What response did you receive?
- Why do you disagree with the response?
- What do you think the proper solution should be?

If you have already taken Step 1, then you must file your written answers to these questions with your Human Resources Representative within one week of the date of the meeting with your supervisor. We ask this so that problems can be addressed quickly and efficiently.

Step 3: Open Communication with the Chief People Officer

If you have communicated with your Human Resources Representative and the problem is still unresolved, the next step is communication with the Company's Chief People Officer. When you ask our Chief People Officer to become involved, we ask that you:

- Make your request in writing, specifying what has happened thus far, and why you do not feel it has been appropriately addressed; and
- Attach a copy of your answers to the five questions listed in Step 2.

Your request to the Chief People Officer must be filed within one week of the date when you receive the Step 2 response, so your problem can be addressed quickly and efficiently.

The role of the Chief People Officer is to facilitate discussion and problem-solving. The Chief People Officer will listen to your input and seek to find a mutually acceptable resolution, if possible. If for any reason you remain unsatisfied after communicating with the Chief People Officer, the next steps in the Direct Dialogue Program are Mediation and, if necessary, Arbitration, covered in the following pages.

MEDIATION AND ARBITRATION - GENERAL

What Claims Are Subject to Mediation and Arbitration?

The claims covered by this Direct Dialogue Program ("Program") and the Agreement to Arbitrate ("Agreement") pertain to any disputes arising out of your employment or termination of employment with IBEX Global Solutions, Inc. ("Company") (including claims against employees, Officers, and Directors of the Company and its affiliates arising out of or related to any disputes, and include, but are not limited to, the following: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, discrimination based on race, gender, sexual orientation, religion, national origin, age, pregnancy, marital status, or medical condition, handicap or disability; including any claims covered by Title VII of the Civil Rights Act of 1964, the ADA, the ADEA, the FMLA and the FLSA); claims for retaliation; physical, mental or psychological injury, (arising out of your employment or termination of employment); claims for benefits (except where an employee benefit or retirement plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one); claims for violations of local laws governing employment relations; and claims for violation of any other federal, state or other governmental law, statute, regulation, or ordinance, except claims excluded below.

It is specifically agreed that the claims covered by this Program and Agreement include (1) any claims of spouses or descendants of the Employee that would otherwise be covered by this Program and Agreement if it were a claim of the Employee, and (2) any claims of the Employee as a member or representative of a class, or in any other manner as a member or representative of a group. ***See Paragraph A – Mutual Consent, under "Agreement to Arbitrate," below.***

Claims Not Covered by this Program and Agreement

The Program and Agreement do not apply to claims for Workers' Compensation Benefits; claims for unemployment benefits; administrative claims before the National Labor Relations Board, the Equal Employment Opportunity Commission or any parallel state or local agency. Participation in any administrative proceeding by the Company shall not affect the applicability of this Program or Agreement upon termination of the administrative proceeding; criminal complaints; and/or actions by the Company for injunctive and/or other equitable relief, including but not limited to claims for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which Employee understands and agrees that the Company may seek and obtain relief from any court of competent jurisdiction.

Filing and Fees

The American Arbitration Association (AAA) charges a fee for filing a request for mediation/arbitration. In addition to this filing fee, a fee must be paid to the mediator/arbitrator for Employee's or her services. *If you request mediation/arbitration, your share of these fees will be \$100 for hourly employees or \$150 for salaried employees and must be paid when you file the Dispute Processing Form.* The Company will pay any remaining AAA filing fees for mediation/arbitration as well as all other fees and expenses charged by the mediator/arbitrator or the AAA for this process. All fee payments are processed through the AAA, and the mediator/arbitrator has no knowledge with regard to which party pays the fees. However, you may elect to pay up to one-half of these fees and expenses if you so desire.

Mediation

The AAA will work with you and the Company to find a time and place that is convenient for all parties to meet as a group or, individually, with the mediator. The mediator will listen to both sides of the story, ask questions and help the parties focus on the strengths and weaknesses of their positions.

Arbitration

If either party has a covered problem that has not been resolved through our internal process, including mediation, the party can request arbitration, which is a process where both you and the Company have an impartial, outside party make a final decision that is binding on both you and the Company. Arbitration is a process in which a skilled arbitrator (similar to a judge) hears both sides of the situation and then makes a final and binding decision. Decisions by the arbitrator are generally made according to the same principles of law that control decisions by courts. Arbitrators can award the same damages or remedies as a court of law. By accepting employment and/or continuing your employment with the Company, you agree to be bound by the Agreement to Arbitrate set forth below.

In certain cases, attorney fees and other expenses may be assessed against either you or the Company. For example, the arbitrator may assess attorney fees against you or the Company if either party makes a claim that is frivolous, or is factually or legally groundless, or if there is a written agreement that provides for a payment of attorney fees.

AGREEMENT TO ARBITRATE

A. Mutual Consent

The Company and Employee mutually consent to the resolution, by final and binding arbitration, of any and all claims or controversies ("claim") that the Company may have against Employee or that Employee may have against the Company or its officers, directors, partners, owners, employees or agents in their capacity as such or otherwise, whether or not arising out of the employment relationship (or its termination), including but not limited to, any claims arising out of or related to this Agreement to Arbitrate (this "Agreement") or the breach thereof.

This Agreement specifically excludes from claims subject to arbitration any and all disputes or actions of any and all kinds that may arise from any confidentiality or other agreement between you and the Company, or under any applicable law, under which the Company may seek injunctive or other equitable relief for breach of any covenant or applicable law, including but not limited to claims for unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information, as to which you understand and agree that the Company may seek and obtain relief from any court of competent jurisdiction.

The claims covered by this Agreement include (1) any claims of spouses or descendants of the Employee that would otherwise be covered by this Program and Agreement if it were a claim of the Employee, and (2) any claims of the Employee as a member or representative of a class, or in any other manner as a member or representative of a group. Parties to the Agreement waive any right they may otherwise have to pursue, file, participate in, or be represented in any claim brought in any court on a class basis or as a collective action or representative action. This waiver applies to any claim that is covered by the Agreement to the full extent such waiver is permitted by law. All claims subject to the Agreement must be mediated and arbitrated as individual claims. The Agreement specifically prohibits the mediation or arbitration of any claim on a class basis or as a collective action or representative action, and the arbitrator shall have no authority or jurisdiction to enter an award or otherwise provide relief on a class, collective or representative basis. The Parties to the Agreement, therefore, do not waive and specifically retain a right to appeal in a court of competent jurisdiction any determination or award of an arbitrator made in contravention to this section, including without limitation, a determination (i) that a claim may proceed as a class, collective or representative action; or (ii) that awards relief on a class, collective, or representative basis. In such appeal, the standard of review to be applied to the arbitrator's decision shall be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.

The claims shall be settled exclusively by binding arbitration in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association ("AAA"), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

THE COMPANY AND EMPLOYEE FULLY UNDERSTAND THAT, ABSENT THIS AGREEMENT, LEGAL CLAIMS BETWEEN THEM COULD BE RESOLVED THROUGH THE COURTS AND A JURY, BUT THE PARTIES EXPRESSLY AGREE TO FOREGO THE TRADITIONAL LITIGATION SYSTEM IN FAVOR OF BINDING ARBITRATION.

B. Arbitration Rules and Applicable Law

The Parties agree that the Federal Arbitration Act ("FAA") will govern this Agreement to Arbitrate ("Agreement") and the interpretation and enforcement of the arbitration proceeding, including any actions to compel, enforce, vacate, or confirm proceedings, awards or orders issued by the Arbitrator. Proceedings under this Agreement will be administered by the AAA pursuant to its National Rules for the Resolution of Employment Disputes, except as provided in this Agreement. Except as provided in this Agreement or the AAA rules, the Arbitrator shall apply the state or federal law which would be applied by a federal court of competent jurisdiction, including laws establishing burdens of proof. This Agreement does not enlarge substantive rights of either party available under existing law.

C. Initiation of Arbitration and Time Limits

A party may initiate arbitration proceedings under this Agreement by serving a written Request for Arbitration on AAA forms. The Request for Arbitration must describe the nature of the dispute and the specific remedy sought, and must be

simultaneously mailed to all other parties to the dispute. Alternatively, employees of the Company may initiate arbitration proceedings by submitting a written Request for Arbitration (see attached form) to the Company's Human Resources Department, together with a \$100 filing fee if an hourly employee or \$150 if a salaried employee, which will promptly forward the Request to AAA. A Request for Arbitration must be filed within one (1) year of the date when the dispute first arose, unless the claim arises under a specific statute providing for a longer time to file a claim, in which case the statute shall govern. Any failure to timely request arbitration constitutes a complete waiver of all rights to raise any claims in any forum relating to any dispute that was subject to arbitration. The time limitations in this paragraph are not subject to any type of tolling.

D. The Arbitrator

All disputes will be resolved by a single Arbitrator selected from a list provided by AAA pursuant to AAA rules. The Arbitrator has the authority to rule on any motions regarding discovery or the pleadings, including motions to dismiss and for summary judgment, and, in doing so, shall apply the standards set forth in the Federal Rules of Civil Procedure, and to order any and all equitable or legal relief which a party could obtain from a court of competent jurisdiction on the basis of the claims made in the dispute. The arbitrator shall have no power to vary or ignore the terms of this Agreement and shall be bound by controlling law and the Federal Rules of Evidence.

E. Hearing Location

Unless the parties agree otherwise in writing, the hearing shall take place at the Company's executive offices.

F. Arbitration Fees and Costs

The parties shall be responsible for their own attorneys' fees, witness fees, transcripts, copy costs, postponement/cancellation fees, travel, and discovery costs. If an employee initiates arbitration under this Agreement, he or she shall pay the first \$100 of the filing fee if an hourly employee or \$150 if a salaried employee, payable in full when the Request for Arbitration is filed. A Request for Arbitration shall not be deemed filed until this portion of the filing fee is tendered by the employee. The Company will be responsible for the balance of any filing fee and all other fees and administrative costs of the arbitration, except as set forth above.

G. Severability

In the event that any provision of this Agreement is determined by the Arbitrator or by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, such provision shall be enforced to the extent permissible under the law and all remaining provisions of this Agreement shall remain in full force and effect.

H. Miscellaneous Provisions

1. The parties understand and agree that their promises to arbitrate claims, rather than to litigate them before courts or other bodies, provide consideration for each other.
2. This Agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified in writing signed by the parties, which specifically states intent to revoke or modified this Agreement. Only the CEO of the Company can revoke or modify this Agreement on behalf of the Company.
3. This is the complete Agreement of the parties on the subject of arbitration of disputes, except for any arbitration agreement in connection with any retirement or benefit plan. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject.
4. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this Agreement in any way alter the "at will" nature of the employment relationship, which either party remains free to terminate at any time with or without cause or notice.

DIRECT DIALOGUE PROGRAM

AND

MUTUAL AGREEMENT TO MEDIATE/ARBITRATE

ACKNOWLEDGMENT AND ACCEPTANCE

By my signature below, I acknowledge that I have received and read the Direct Dialogue Program and Mutual Agreement to Mediate/Arbitrate and will abide by it as a condition of my employment.

I understand that this program requires all covered disputes to be submitted to a mediator and (if necessary) an arbitrator, rather than a judge and jury in court. In anticipation of gaining the benefits of a fair and efficient method for resolving such disputes, I agree to all of the terms of, and to use the procedure described in, this Policy for the resolution of all covered claims. I also agree that any award made by an arbitrator will be binding on the Company, me, my representatives, parents, guardians, assigns, beneficiaries, spouse, children and heirs. I further acknowledge that the Direct Dialogue Program and Agreement to Mediate/Arbitrate do not create a contract of employment between the Company and me.

EMPLOYEE

Name: Bruce Dawson

Signature: /s/ Bruce Dawson

Date: 7/8/2020

INDEMNITY AGREEMENT

THIS AGREEMENT made as a deed effective as of the ___ day of _____, _____ BETWEEN:

IBEX LIMITED, an exempted company incorporated under the Bermuda of Crawford House, 50 Cedar Avenue, Hamilton HM11, Bermuda (the "**Company**")

AND:

NAME
(the "**Indemnitee**")

WHEREAS, at the request of the Company, the Indemnitee has agreed to act as an officer of the Company and the Company has agreed to indemnify the Indemnitee against liability incurred by the Indemnitee as a result of acting as an officer of the Company on the terms and conditions set out in this agreement (the "**Agreement**").

NOW THEREFORE in consideration of these premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties hereto covenant and agree as set forth below.

1. DEFINITIONS

1.1 For the purposes of this Agreement:

- (a) "Action" means any action, inquiry, investigation, suit or other proceeding before a court, arbitrator or other tribunal in which a Claim is brought, made or advanced by or against the Indemnitee;
- (b) "Claim" means any charge, claim, cost, damage, expense, fine, liability, loss or penalty contemplated by Section 1.1 of this Agreement;
- (c) "Fraudulent or Dishonest Actions" means with respect to a Indemnitee (i) the Indemnitee's plea of guilty or *nolo contendere* to, or conviction of, (A) a felony (or its equivalent in a non-United States jurisdiction) or (B) other conduct of a criminal nature that has or is likely to have a material adverse effect on the reputation or standing in the community of the Company, any Subsidiary or a successor to Company or a Subsidiary, as determined by the Company Board of Directors in its sole discretion, or that legally prohibits the Indemnitee from working for the company, any of Subsidiary or a successor to Company or a Subsidiary; (ii) a breach by the Indemnitee of a regulatory rule that adversely affects the Indemnitee's ability to perform the Indemnitee's duties as an employee or officer to the Company, any Subsidiary or a successor to the Company or a Subsidiary, in any material respect; or (iii) the Indemnitee's failure, in any material respect, to (A) perform in all material respects, the Indemnitee's

duties as an officer, (B) comply in all material respects with the applicable policies of the Company, or any Subsidiary, or a successor to the Company or a Subsidiary, or (C) comply with covenants contained in any agreement between Indemnitee and the Company or a Subsidiary or a successor to the Company or Subsidiary.

- (d) "Judgment" means an award of damages or other monetary compensation made in an Action or any amounts the Indemnitee is ordered to pay by any court, arbitrator or other tribunal or any government, governmental department, body, commission, board, bureau, agency or instrumentality having proper jurisdiction as a result of any Claim brought, made or advanced by or against the Indemnitee; and
- (e) "Settlement" means an agreement to compromise a Claim or an Action.
- (f) "Subsidiary" means any corporation or other entity in an unbroken chain of companies, corporations or other entities beginning with the Company if each of the companies, corporations or other entities, or group of commonly controlled companies, corporations or other entities, other than the last company, corporation or other entity in the unbroken chain then owns shares, stock or other equity interests possessing 50% or more of the total combined voting power of all classes of shares, stock or other equity interests in one of the other companies, corporations or other entities in such chain or otherwise has the power to direct the management and policies of the entity by contract or by means of appointing a majority of the members of the board or other body that controls the affairs of the entity.

2. INDEMNITY

2.1 Scope of Indemnity

Subject to the provisions hereunder, the Company will, to the fullest extent possible under applicable law, indemnify and save harmless the Indemnitee from and against:

- (a) any and all charges and claims of every nature and kind whatsoever, including any legal proceeding or investigative action (whether current, threatened, pending or completed) to which the Indemnitee is or may be joined as a party or is or may be liable for in respect of a judgment, award, penalty, fine, or expenses, which may be brought or made by any person, firm, partnership, corporation or by any governmental department, body, commission, board, bureau, agency or instrumentality against the Indemnitee in connection with the Indemnitee's execution of the duties of an officer of the Company (a "**Proceeding**");
- (b) any and all costs, damages, judgments, settlement payments, expenses (including legal fees and disbursements on a full indemnity basis), fines, penalties, liabilities (statutory or otherwise), losses, including, without limitation, the costs of preparing for and appearing

(provided that the Indemnitee shall not be entitled to be reimbursed for his time spent preparing or appearing to the extent he is being paid for such time by his then-current employer) at examinations, trials, hearings, government inquiries or commissions which the Indemnitee may sustain, incur or be liable for in consequence of the Indemnitee acting as an officer of the Company, whether sustained or incurred by reason of the Indemnitee's negligence, default, breach of duty, breach of trust, failure to exercise due diligence or otherwise in relation to the Company or any of its affairs. For the avoidance of doubt, if the Company appoints and pays for counsel to defend an Action on behalf of the Indemnitee as required by this Agreement, then the Indemnitee shall not be entitled to be indemnified for legal fees and disbursements of separate counsel (i.e., in addition to counsel appointed and paid for by the Company), subject to the third paragraph of Section 3.5.

2.2 Limitation on Indemnification

Notwithstanding the provisions of Section 2.1 of this Agreement, the Company will not be obligated to indemnify or save harmless the Indemnitee if the actions of the Indemnitee were Fraudulent or Dishonest Actions.

2.3 Advance Payment of Expenses

The Company will pay to the Indemnitee any expenses actually and reasonably incurred by the Indemnitee in advance of the final disposition of a Proceeding provided that the Indemnitee has delivered to the Company a written undertaking that, if the Company is not ultimately required to so indemnify the Indemnitee by Section 2.2 of this Agreement, the Indemnitee will immediately repay to the Company the amounts that the Company advanced to the Indemnitee.

2.4 Court Approval of Indemnity

If any payment by the Company under Section 2.1 of this Agreement requires the approval of any court, the Company, at its own expense and in good faith, will promptly take all necessary proceedings to obtain such approval, or if the Company fails to promptly take such steps, the Company hereby authorizes the Indemnitee to take such steps on behalf of the Company, and the Company will pay to the Indemnitee all reasonable costs related thereto.

2.5 Taxable Benefits

The Company will gross-up any indemnity payment made pursuant to this Agreement by the amount of any income tax payable by the Indemnitee in respect of that payment.

2.6 Enforcement Costs

The Company will indemnify the Indemnitee for the amount of all reasonable costs incurred by the Indemnitee in obtaining any court approval required to enable or require payment under or in enforcing this Agreement, including, without limitation, legal fees and disbursements on a full indemnity basis.

2.7 Re-Election

The obligations of the Company under this Agreement continue after and are not affected in any way by the re-election or re-appointment from time to time of the Indemnitee as an officer of the Company.

2.8 Indemnitee's Compensation

The obligations of the Company under this Agreement are not diminished or in any way affected by:

- (a) the Indemnitee holding from time to time any direct or indirect financial interest in the Company;
- (b) payment to the Indemnitee by the Company of any fees, salary, wages, or any other form of compensation or remuneration; or
- (c) except as otherwise herein provided, any directors' and officers' or trustees' liability insurance for the benefit of the Indemnitee placed by or on behalf of the Indemnitee or the Company.

2.9 Insurance Limitation

Notwithstanding the provisions of Section 2.8 of this Agreement, the Company will have no obligation to indemnify or save harmless the Indemnitee in respect of any liability for which the Indemnitee is entitled to indemnity pursuant to any valid and collectible policy of insurance obtained and maintained by the Company, to the extent of the amounts actually collected by the Indemnitee under such insurance policy. Where partial indemnity is provided by such insurance policy, the obligation of the Company under Section 2.1 of this Agreement will continue in effect but will be limited to that portion of the liability for which indemnity is not provided by such insurance policy.

3. DEFENCE

3.1 Notice of Claim

Upon the Indemnitee or the Company becoming aware of any pending or threatened Claim or Action, written notice will be given by or on behalf of the party becoming so aware to the other party as soon as is reasonably practicable.

3.2 Right to Conduct an Investigation

The Company will conduct such investigation of each Claim as is reasonably necessary in the circumstances and will pay all costs of such investigation.

3.3 Defence of Action

Subject to Section 3.6 of this Agreement, the Company will defend, on behalf of the Indemnitee, any Action, even if the Claim upon which the Action is founded is frivolous, vexatious, groundless, false or fraudulent.

3.4 Appointment of Counsel

- (a) The Company will consult with and pay reasonable heed to the Indemnitee concerning the appointment of any defense counsel to be engaged by the Company in fulfillment of its obligation to defend an Action pursuant to Section 3.3 of this Agreement; thereafter the Company will appoint counsel.
- (b) Notwithstanding the prior paragraph, the Indemnitee may, at its own expense (without any right to indemnification for such expenses), retain separate counsel to advise the Indemnitee in connection with the Action, but such counsel may not file an appearance in connection with such Action.
- (c) In the event that the counsel appointed by the Company advises that it is unable to represent both the Indemnitee and the Company because of a conflict or potential conflict between the Company and the Indemnitee, then the Company shall appoint and pay for separate counsel for the Indemnitee (after consulting with and paying reasonable heed to the Indemnitee concerning the appointment of such counsel) in fulfillment of its obligations under this Agreement. The Indemnitee shall instruct such counsel in the defense of such Action, and such counsel may file an appearance.

3.5 Settlement Negotiations

With respect to a Claim or Action for which the Company is obliged to indemnify the Indemnitee hereunder, the Company may conduct negotiations towards a Settlement and, with the written consent of the Indemnitee (which consent will not be unreasonably withheld or delayed), the Company may make such Settlement as it deems expedient; provided, however, that the Indemnitee will not be required, as part of any proposed Settlement, to admit liability or agree to indemnify the Company in respect of, or make contribution to, any compensation or other payment for which provision is made by such Settlement.

3.6 Failure to Consent to Settlement

With respect to a Claim or Action for which the Company is obliged to indemnify the Indemnitee hereunder, if the Indemnitee fails to consent to the terms of a proposed Settlement that is otherwise acceptable to the Company and the claimant, the Company may require the Indemnitee to negotiate or defend the Claim or Action independently of the Company and in such event any amount recovered by such claimant in excess of the amount for which Settlement could have been made by the Company will not be recoverable under this Agreement, it being further agreed by the parties that, under such circumstances, the Company will only be responsible for legal fees and costs up to the time at which such Settlement could have been made.

3.7 Settlement in Certain Circumstances

The Company, in consultation with the Indemnitee, will have the right to negotiate a Settlement in respect of any Judgment which is founded upon conduct specified in Section 2.2 of this Agreement. In the event that the Company, in consultation with the Indemnitee, negotiates such Settlement, the Indemnitee will pay any compensation or other payment for which provision is made under the Settlement and will not seek indemnity or contribution from the Company in respect of such compensation or payment. The

Indemnitee will pay to the Company, within 30 days of the Company making demand therefor, all fees, costs and expenses (including legal fees and disbursements on a full indemnity basis) that result from the defence of the Claim or the Action in respect of which the Settlement was made in connection with conduct specified in Section 2.2 of this Agreement, including the cost of any investigation undertaken by the Company in connection therewith, through the date the Settlement was made.

3.8 Payment of Judgment

The Company will pay any Judgment that may be given against the Indemnitee unless any of the circumstances in Section 2.2 applies to the Action in respect of which the Judgment is given or unless and to the extent the Indemnitee is otherwise entitled to indemnity under a policy of insurance as contemplated by Section 2.9 of this Agreement and, in either case, the Indemnitee will pay to the Company, within 30 days of the Company making demand therefor, all fees, costs and expenses (including legal fees and disbursements on a full indemnity basis) which result from the defence and appeal of the Action, including the costs of any investigation undertaken by the Company in connection with the Action.

4. GENERAL

4.1 Resignation

Nothing herein contained will in any way affect the Indemnitee's right to resign from the Indemnitee's position as an officer of the Company or any Subsidiary. Subject to Section 2.2, the obligations of the Company hereunder will continue after and are not affected in any way by the Indemnitee ceasing to be an officer or employee of the Company or any Subsidiary, whether by resignation, removal, dismissal without cause, death, incapacity, disqualification under applicable law or otherwise.

4.2 Non-Guarantee of Employment or Service.

Nothing herein contained shall confer any right on an Indemnitee to continue in the service as an officer or employee, or in Indemnitee's same role of service, to the Company or any Subsidiary or shall interfere in any way with the right of the Company or any Subsidiary to terminate such service or reduce such service in any way, at any time, with or without cause or notice.

4.3 Survival

The indemnity herein provided for will survive the termination of the Indemnitee's position as an officer of the Company and will continue in full force and effect thereafter.

4.4 Timing of Payments

Unless stated otherwise, all monies to be paid hereunder will be paid within 30 days of becoming payable.

4.5 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect. The parties hereto

agree to negotiate in good faith to agree to a substitute provision that will be as close as possible to the intention of any invalid or unenforceable provision as may be valid or enforceable. The invalidity or unenforceability of any provision in any particular jurisdiction will not affect its validity or enforceability in any other jurisdiction where it is valid or enforceable.

4.6 Further Assurances

Each party hereto agrees to do all such things and take all such actions as may be necessary or desirable to give full force and effect to the matters contemplated by this Agreement.

4.7 Enurement and Assignment

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. No party hereto may assign this Agreement without the prior written consent of the other party. In the event that another person becomes the assignee of, or successor in interest to, all or substantially all of the assets of the Company, the Indemnitee may require the Company to assign this Agreement to such person and to obtain such person's agreement to be bound by this Agreement as if an original signatory hereto.

4.8 Time of the Essence

Time shall be of the essence with respect to this Agreement.

4.9 Governing Law and Conflict

This Agreement will be exclusively construed and governed by the laws in force in Bermuda, and the courts of Bermuda will have exclusive jurisdiction to hear and determine all disputes arising hereunder. Each of the parties hereto irrevocably attorns to the jurisdiction of said courts and consents to the commencement of proceedings in such courts. This Section will not be construed to affect the rights of a party to enforce a judgment or award outside said province, including the right to record and enforce a judgment or award in any other jurisdiction. If such governing law affords the Indemnitee more protection or conflicts in any way with this Agreement, the provision that affords the Indemnitee the most protection, whether it be by law or this Agreement, shall prevail.

4.10 Remedies Cumulative

The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution of any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

4.11 Counterparts and Delivery by Electronic Transmission

This Agreement may be executed in any number of counterparts and delivered by electronic transmission, each of which when executed and delivered, will be deemed to be an original and all of which when taken together, will constitute one and the same Agreement.

4.12 Waivers

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the parties to this Agreement except that any provision that does not give rights or benefits to particular parties may be waived in writing, signed only by those parties who have rights under, or hold the benefit of, the provision being waived if those parties promptly send a copy of the executed waiver to all other parties. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

4.13 Amendments

Except as permitted for certain waivers in Section 4.12 of this Agreement, no amendment, supplement, restatement or termination of any provision of this Agreement is binding unless it is in writing and signed by each party to this Agreement at the time of the amendment, supplement, restatement or termination.

4.14 Entire Agreement

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, statutory or otherwise, between the parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement as a deed effective as of the date first written above.

Executed for and on behalf of
IBEX Limited

Authorised Signature

Name (Printed)

Title

Witnessed by:

Signature

Name (Printed)

Title

Indemnitee; Officer

Signature

Name (Printed)

Witnessed by:

Signature

Name (Printed)

Title

FIRST AMENDMENT TO INDEMNITY AGREEMENT

THIS FIRST AMENDMENT TO INDEMNITY AGREEMENT (this “**First Amendment**”) is made as a deed effective as of _____ by and between:

IBEX LIMITED, an exempted company incorporated under the Islands of Bermuda, with a principal office of Crawford House, 50 Cedar Avenue, Hamilton HM 11, Bermuda (the “**Company**”)

AND

_____ (the “**Indemnitee**”).

WHEREAS, the Company and Indemnitee entered into the Indemnity Agreement as a deed effective as of _____ (“**Indemnity Agreement**”);

WHEREAS, the Company and the Indemnitee now wish to amend the Indemnity Agreement per the terms and conditions set out in this agreement.

NOW THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties hereto, the parties hereto covenant and agree the Indemnity Agreement shall be amended as set forth below.

1. **Amendment of Section 2.1.** Section 2.1 (Scope of Indemnity), subsection (b) shall be amended and restated as follows:

“(b) any and all costs, damages, judgments, settlement payments, expenses (including legal fees and disbursements on a full indemnity basis), fines, penalties, liabilities (statutory or otherwise), losses, including, without limitation, the costs of preparing for and appearing (provided that the Indemnitee shall not be entitled to be reimbursed for his time spent preparing or appearing to the extent he is being paid for such time by his then-current employer) at examinations, trials, hearings, government inquiries or commissions which the Indemnitee may sustain, incur or be liable for in consequence of the Indemnitee acting as an officer of the Company, whether sustained or incurred by reason of the Indemnitee’s negligence, default, breach of duty, breach of trust, failure to exercise due diligence or otherwise in relation to the Company or any of its affairs, which indemnity shall specifically extend to indemnification for any fines or penalties applied against the Indemnitee including personally by taxing authorities for any filings that the Indemnitee was required by law to make in connection with their position with the Company or for which the Indemnitee was serving at the request of the Company as a director, officer, employee or fiduciary of any other entity (including another corporation, partnership, joint venture, trust or employee benefit plan). For the avoidance of doubt, if the Company appoints and pays for counsel to defend an Action on behalf of the Indemnitee as required by this Agreement, then the Indemnitee shall not be entitled to be indemnified for legal fees and disbursements of separate counsel (i.e., in addition to counsel appointed and paid for by the Company), subject to the third paragraph of Section 3.5.”

2. **Miscellaneous.** Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Indemnity Agreement. Except as set forth in the First Amendment, the Indemnity Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this First Amendment and the Indemnity Agreement, the terms of this First Amendment shall prevail. This First Amendment may be executed in counterparts, each of which will be deemed an original, but such counterparts will together constitute one and the same agreement.

[SIGNATURE ON PAGE FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this this First Amendment to Indemnity Agreement as a deed effective as of the Effective Date.

Executed for and on behalf of

IBEX LIMITED

Witnessed by:

Authorised Signature Signature

Printed Name Printed Name

Title Title

Indemnitee; Officer Witnessed by:

Signature Signature

Printed Name Printed Name

Title

SUBSIDIARIES

ENTITY	JURISDICTION
IBEX GLOBAL LIMITED	Bermuda
Ibex Global Bermuda Ltd	Bermuda
Ibex Global Solutions, Inc.	Delaware, USA
TRG Customer Solutions (Canada) Inc.	Canada
Digital Globe Services, LLC	Delaware, USA
7 Degrees, LLC	Delaware, USA
Lake Ball LLC*	Delaware, USA
TelSatOnline, LLC	Delaware, USA
iSky, LLC	Delaware, USA
Ibex Receivable Solutions, Inc.	Delaware, USA
TRG Marketing Solutions Limited	England
Ibex Global Europe	Luxembourg
Ibex Philippines, Inc.	Philippines
Ibex Global Solutions Philippines, Inc.	Philippines
Ibex Global St. Lucia Limited	St. Lucia
Ibex Global Jamaica Limited	Jamaica
Ibex Global Solutions Nicaragua S.A.	Nicaragua
Ibex Honduras S.A. de C.V.	Honduras
Virtual World (Private) Limited	Pakistan
Ibex Global Solutions (Private) Limited	Pakistan
Ibex Middle East FZ-LLC	UAE
Ibex Global Limited	Saudi Arabia
DGS LIMITED	Bermuda
DGS (Private) Limited	Pakistan

*joint venture; 47.5% ownership

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement Nos. 333-263228 and 333-242044 on Form S-8 of IBEX Limited, of our report dated September 12, 2024, relating to the consolidated financial statements of IBEX Limited appearing in this Annual Report on Form 10-K of IBEX Limited, for the year ended June 30, 2024.

/s/ Deloitte & Touche LLP

Tampa, Florida
September 12, 2024

CERTIFICATIONS

I, Robert Dechant, certify that:

1. I have reviewed this Annual Report on Form 10-K of IBEX Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 12, 2024
By: /s/ Robert Dechant
Name: Robert Dechant
Title: Chief Executive Officer
(Principal Executive Officer)

CERTIFICATIONS

I, Taylor Greenwald, certify that:

1. I have reviewed this Annual Report on Form 10-K of IBEX Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 12, 2024
By: /s/ Taylor Greenwald
Name: Taylor Greenwald
Title: Chief Financial Officer
(Principal Financial Officer)

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350

In connection with the Annual Report of IBEX Limited (the “Company”) on Form 10-K for the year ended June 30, 2024, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned Chief Executive Officer and Chief Financial Officer of the Company hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of their knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. the information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 12, 2024

By: /s/ Robert Dechant
Name: Robert Dechant
Title: Chief Executive Officer
(Principal Executive Officer)

By: /s/ Taylor Greenwald
Name: Taylor Greenwald
Title: Chief Financial Officer
(Principal Financial Officer)

IBEX LIMITED
COMPENSATION RECOUPMENT (CLAWBACK) POLICY

Recoupment of Incentive-Based Compensation

It is the policy of IBEX Limited (the "Company") that, in the event the Company is required to prepare an accounting restatement of the Company's financial statements due to the Company's material non-compliance with any financial reporting requirement under the federal securities laws (including any such correction that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period), the Company will recover on a reasonably prompt basis the amount of any Incentive-Based Compensation Received by a Covered Executive during the Recovery Period that exceeds the amount that otherwise would have been Received had it been determined based on the restated financial statements.

Policy Administration and Definitions

This Policy is administered by the Compensation Committee (the "Committee") of the Company's Board of Directors and is intended to comply with, and as applicable to be administered and interpreted consistent with, and subject to the exceptions set forth in, Listing Standard 5608 adopted by The Nasdaq Stock Market to implement Rule 10D-1 under the Securities Exchange Act of 1934, as amended (collectively, "Rule 10D-1").

For purposes of this Policy:

"Incentive-Based Compensation" means any compensation granted, earned, or vested based in whole or in part on the Company's attainment of a financial reporting measure that was Received by a person (i) on or after October 2, 2023 and after the person began service as a Covered Executive, and (ii) who served as a Covered Executive at any time during the performance period for the Incentive-Based Compensation. A financial reporting measure is (i) any measure that is determined and presented in accordance with the accounting principles used in preparing the Company's financial statements and any measure derived wholly or in part from such a measure, and (ii) any measure based in whole or in part on the Company's stock price or total shareholder return.

Incentive-Based Compensation is deemed to be "Received" in the fiscal period during which the relevant financial reporting measure is attained, regardless of when the compensation is actually paid or awarded.

"Covered Executive" means any "officer" of the Company as defined under Rule 16a-1(f) under the Securities Exchange Act of 1934, as amended.

"Recovery Period" means the three completed fiscal years immediately preceding the date that the Company is required to prepare the accounting restatement described in this Policy, all as determined pursuant to Rule 10D-1, and any transition period of less than nine months that is within or immediately following such three fiscal years.

If the Committee determines the amount of Incentive-Based Compensation Received by a Covered Executive during a Recovery Period exceeds the amount that would have been Received if determined or calculated based on the Company's restated financial results, such excess amount of Incentive-Based Compensation shall be subject to recoupment by the Company pursuant to this Policy. For Incentive-Based Compensation based on stock price or total shareholder return, where the amount of erroneously awarded compensation is not subject to mathematical recalculation directly from the information in an accounting restatement, the Committee will determine the amount based on a reasonable estimate of the effect of the accounting restatement on the relevant stock price or total shareholder return. In all cases, the calculation of the excess amount of Incentive-Based Compensation to be recovered will be determined without regard to any taxes paid with respect to such compensation. The Company will maintain and will provide to The Nasdaq Stock Market documentation of all determinations and actions taken in complying with this Policy.

Any determinations made by the Committee under this Policy shall be final and binding on all affected individuals.

The Company may effect any recovery pursuant to this Policy by requiring payment of such amount(s) to the Company, by set-off, by reducing future compensation, or by such other means or combination of means as the Committee determines to be appropriate. The Company need not recover the excess amount of Incentive-Based Compensation if and to the extent that the Committee determines that such recovery is impracticable, subject to and in accordance with any applicable exceptions under The Nasdaq Stock Market listing rules, and not required under Rule 10D-1, including if the Committee determines that the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered after making a reasonable attempt to recover such amounts. The Company is authorized to take appropriate steps to implement this Policy with respect to Incentive-Based Compensation arrangements with Covered Executives.

Any right of recoupment or recovery pursuant to this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company pursuant to the terms of any other policy, any employment agreement or plan or award terms, and any other legal remedies available to the Company; provided that the Company shall not recoup amounts pursuant to such other policy, terms or remedies to the extent it is recovered pursuant to this Policy. The Company shall not indemnify any Covered Executive against the loss of any Incentive-Based Compensation (or provide any advancement of expenses in such instance), including any payment or reimbursement for the cost of third-party insurance purchased by any Covered Executives to fund potential recovery obligations under this Policy.