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

Form 20-F

(Mark One)

REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

ANNUAL REPORT PURSUANT TO SECTION 13 OR 5(d) OF THE SECURITIES ACT OF 1934

For the fiscal year ended June 30, 2021

OR

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

OR

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

Date of event requiring this shell company report

Commission file number 001-38442

IBEX LIMITED

(Exact name of Registrant as specified in its charter
and translation of Registrant's name into English)

Bermuda

(Jurisdiction of Incorporation or Organization)

**Crawford House, 50 Cedar Avenue
Hamilton HM11, Bermuda
(441) 295-6500**

(Address of principal executive offices)

**Robert Dechant, Chief Executive Officer
IBEX LIMITED**

**1700 Pennsylvania Avenue NW, Suite 560
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(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class
Common shares

Trading Symbol(s)
IBEX

Name of each exchange on which registered
Nasdaq Global Market

Securities registered or to be registered pursuant to Section 12(g) of the Act. None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act. None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

18,399,063 common shares, par value \$0.00011650536 per share

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

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

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, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Emerging growth company

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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.

[†] The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

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.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No



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INTRODUCTION

Unless otherwise indicated or the context otherwise requires, all references in this annual report on Form 20-F to the terms “ibex,” “IBEX,” “IBEX Limited,” the “Group,” the “Company,” “we,” “us,” and “our” refer to IBEX Limited and our wholly-owned subsidiaries for all periods presented in this Form 20-F.

On August 7, 2020, our common shares were listed on the Nasdaq Global Market and began trading under the ticker symbol “IBEX”.

PRESENTATION OF FINANCIAL INFORMATION

Our fiscal year ends on June 30. Our audited consolidated financial statements for the three years ended June 30, 2021 have been prepared in accordance with International Financial Reporting Standards (“IFRS”), as issued by the International Accounting Standards Board (“IASB”). None of our financial statements were prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Our financial information is presented in U.S. dollars. All references in this annual report on Form 20-F to “\$” mean U.S. dollars.

We have made rounding adjustments to some of the figures included in this annual report on Form 20-F. Accordingly, numerical figures shown as totals in some tables may not be an arithmetic aggregation of the figures that preceded them.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This annual report contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended ("Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended ("Exchange Act") and as defined in the Private Securities Litigation Reform Act of 1995 ("PSLRA") that are subject to risks and uncertainties. All statements other than statements of historical fact included in this annual report are forward-looking statements. Forward-looking statements give our current expectations and projections relating to our financial condition, results of operations, plans, objectives, future performance and business. In some cases, you can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as "anticipate," "estimate," "expect," "project," "plan," "intend," "believe," "may," "will," "should," "can have," "likely" 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. These statements relate to events that involve known and unknown risks, uncertainties and other factors, including those listed under "Risk factors," which may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Important factors that could cause our actual results to differ materially from those indicated in the forward-looking statements include among others:

- The developments relating to COVID-19, the Delta variant and others, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States, local governmental authorities in our international sites and our clients in response to the pandemic and the effect on our operations, operating budgets, cash flows and liquidity.
- The effect of cyberattacks on our information technology systems.
- Our ability to attract new business and retain key clients.
- Our ability to enter into multi-year contracts with our clients at appropriate rates.
- The potential for our clients or potential clients to consolidate.
- Our clients deciding to enter into or further expand their insourcing activities.
- Our ability to operate as an integrated company under the IBEX brand.
- Our ability to manage portions of our business that have long sales cycles and long implementation cycles that require significant resources and working capital.
- Our ability to manage our international operations, particularly in Pakistan and the Philippines and increasingly in Jamaica and Nicaragua.
- Our ability to comply with applicable laws and regulations, including those regarding privacy, data protection and information security.
- Our ability to manage the inelasticity of our labor costs relative to short-term movements in client demand.
- Our ability to realize the anticipated strategic and financial benefits of our relationship with Amazon.
- Our ability to recruit, engage, motivate, manage and retain our global workforce.
- Our ability to anticipate, develop and implement information technology solutions that keep pace with evolving industry standards and changing client demands.

- Our ability to maintain and enhance our reputation and brand.

We derive many of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, 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" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in this annual report. 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 SEC filings and public communications. You should evaluate all forward-looking statements made in this annual report 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 annual report 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.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

ibex is a leading provider of customer support services that helps drive extraordinary customer experiences for the world's most recognized brands.

We combine our strong heritage of delivering world-class CX operations delivery with best-in-class 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 Wave X purpose-built technology platform, company culture and operational excellence, ibex helps more than 125 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.

See the Business Overview section for more information about ibex [here](#).

A. Selected Financial Data

The following selected consolidated statements of profit or loss and other comprehensive income / (loss) data for fiscal years 2021, 2020, 2019, and 2018 and the selected consolidated statement of financial position data as of June 30, 2021 and 2020 have been derived from our audited consolidated financial statements included at the end of this annual report. The selected consolidated statement of financial position data as of June 30, 2019 and 2018 have been derived from our audited consolidated financial statements not included in this annual report.

Our statement of profit or loss and other comprehensive income data for the fiscal years ended June 30, 2019 and 2018 reflect the disposition of Etelequote Limited to our parent company, The Resource Group International Limited ("TRGI"), on June 26, 2019 and its treatment as a discontinued operation. For more information about our disposition of Etelequote Limited, refer to Note 30.2 of our audited consolidated financial statements included at the end of this annual report.

	As of and for the years ended June 30,			
<i>US\$ in thousands, except per share amounts</i>	2021	2020	2019	2018
Statements of Profit or Loss and Other Comprehensive Income / (Loss) data				
Revenue	\$ 443,662	\$ 405,135	\$ 368,380	\$ 342,200
Income / (loss) from operations	13,799	19,513	6,805	(17,777)
Net income / (loss) for the year, continuing operations	2,847	7,770	(4,519)	(20,870)
Net income on discontinued operation, net of tax	—	—	15,484	4,881
Net income / (loss) for the year	\$ 2,847	\$ 7,770	\$ 10,965	\$ (15,881)
Earnings / (loss) per share from continuing operations				
Basic	\$ 0.16	\$ —	\$ —	\$ —
Diluted	\$ 0.15	\$ —	\$ (0.36)	\$ (1.85)
Earnings / (loss) per share				
Basic	\$ 0.16	\$ —	\$ —	\$ —
Diluted	\$ 0.15	\$ —	\$ —	\$ (1.42)
Weighted average number of ordinary shares outstanding - basic	17,649,446	1,176,370	956,835	-
Weighted average number of ordinary shares outstanding - diluted	18,384,921	12,936,962	12,461,182	11,195,649
Statement of Financial Position Data				
Cash and cash equivalents	\$ 57,842	\$ 21,870	\$ 8,873	\$ 13,519
Total assets	274,287	195,236	188,302	157,081
Borrowings, non-current	1,801	3,782	7,184	9,880
Total non-current liabilities	87,913	73,435	68,293	12,894
Total liabilities	193,628	179,088	179,674	129,128
Share capital	2	12	12	12
Total equity	\$ 80,659	\$ 16,148	\$ 8,628	\$ 27,953
Dividends declared per common share	\$ —	\$ —	\$ —	\$ —
Other Financial and Operating Data:^(a)				
Adjusted net income / (loss) from continuing operations (unaudited)	\$ 23,576	\$ 17,049	\$ 2,811	\$ (10,313)
Adjusted EBITDA from continuing operations (unaudited)	\$ 66,244	\$ 55,241	\$ 38,512	\$ 4,886
Adjusted EBITDA from continuing operations margin (unaudited)	14.9 %	13.6 %	10.5 %	1.4 %
Free cash flow (unaudited)	\$ 5,074	\$ 46,454	\$ 10,231	\$ (4,146)
Net Debt (unaudited)	54,674	84,100	109,380	49,437

(a) See reconciliation and discussion of non-gaap measures in [Item 5](#).

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

We are subject to certain risks and uncertainties described below. The risks and uncertainties described below are not the only risks we face. Additional risks and uncertainties that are not presently known or are currently deemed immaterial may also impair our business and financial results.

Risks Related to Our Business

The COVID-19 pandemic has adversely impacted our business and results of operations. The ultimate impact of COVID-19, the Delta variant and other mutations, on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States, governmental authorities in our international sites and our clients in response to the pandemic.

In March 2020, the World Health Organization declared the outbreak of COVID-19 as a global pandemic, which continues today with the Delta variant and other mutations of the original COVID-19 virus still spreading throughout the world (the "Pandemic"). The Pandemic has had a widespread and detrimental effect on the global economy and has adversely impacted our business and results of operations. We have experienced travel bans, states of emergency, quarantines, lockdowns, "shelter in place" orders, business restrictions and shutdowns in most countries where we operate. While we are unable to accurately predict the full future impact that the Pandemic may have on our results from operations, financial condition, liquidity and cash flows due to numerous uncertainties, including the duration and severity of the Pandemic and its containment measures, our compliance with these measures has impacted our day-to-day operations and disrupted our business. Because the severity, magnitude and duration of the Pandemic and its economic consequences are highly uncertain, rapidly changing and difficult to predict, the ultimate impact of the Pandemic on our business, financial condition and results of operations is currently unknown.

The extent to which the Pandemic continues to adversely impact our business and results of operations will depend on numerous evolving factors that are difficult to predict and outside of our control, including: the duration and scope of the Pandemic; actions taken by governments and other parties, such as our clients, in response to the Pandemic; the impact of the Pandemic on economic activity in various regions and local economic actions taken in response; the continued effect of the Pandemic on our clients and client demand for our services and solutions; the continued ability of our clients to pay for our services and solutions on time or at all; our ability to sell and provide our services and solutions to clients and prospects; and the ability of our employees to successfully work remotely without suffering productivity issues due to, among other things, their own illness or the illness of family members, distractions at home, including family issues or virtual school learning for their children; and/or continued ability to have access to reliable and stable internet connections with sufficient bandwidth.

Pandemic conditions in the Philippines, Jamaica, Nicaragua, Pakistan and the United States still require us to mobilize our operations to deliver our services remotely from the homes of our individual employees to accommodate for social distancing in our sites, government imposed quarantines and other restrictions imposed by national or local governments. These continued efforts still pose numerous operational risks and logistical challenges and has amplified certain risks to our business, including increased demand on our information technology resources and systems that were designed for most of our employees to work from our sites and not remotely, enhanced risk that remote assets like computers or routers might be damaged or not returned, the movement of assets from a tax free zone to a work from home location might trigger new increased taxation, the inability to logistically share equipment and workspaces, increased phishing, ransomware and other cybersecurity attacks as cybercriminals try to exploit the uncertainty surrounding the Pandemic, and increased data privacy and security risks as our employees are working from environments that may be less secure than those of our sites. Any failure to effectively manage these risks, including to timely identify and appropriately respond to any cyberattacks, may adversely affect our business.

In addition, certain of our clients have not consented to work-at-home arrangements in connection with the services we deliver to them or are considering eliminating or rolling-back prior work-at-home arrangements. Additionally, certain of our employees remain logistically prohibited from providing services because of broadband and/or work environment deficiencies, and as a result we have been unable to fully staff as needed and to deliver at the same volumes to the same extent we were prior to the onset of the Pandemic. We are also exposed to the risk that additional government-imposed restrictions or frequently changing government-imposed restrictions, such as enhanced quarantine areas, lock downs, and the cessation of transportation, which adversely affect our employees' ability to access our facilities could disrupt our ability to provide our services and solutions and result in, among other things, terminations of client contracts and losses of revenue or additional costs borne by us to provide temporary housing or transportation to our employees to allow them to access our facilities. Even after implementing social distancing, enhanced cleaning procedures and other mitigating measures, there is no guarantee that we will not have an outbreak of COVID-19 at one of our facilities, resulting in a significantly reduced workforce due to infection or a significant percentage of our workforce in a facility being quarantined due to exposure as a result of contact tracing, or that a governmental authority may close our facility as a result, which could impact cash flows from operations and liquidity. Finally, the revocation or scaling back of work-at-home arrangements prospectively by any clients could also result in loss of revenue in the future.

The significant personal and business challenges presented by the Pandemic, including the potentially life-threatening health risks to employees and their families and friends, the closures of schools and the unavailability of various services our employees may rely upon, such as childcare, continue to be a cause of employee morale concerns and may adversely impact employee productivity and result in increased absenteeism and leaves of absence. Further, as we look to backfill vacant positions and add headcount in preparation for ramp season, our time to fill and cost per hire could increase due to external factors beyond our control.

We may continue to experience reluctance of the workforce to return to the sites during the Pandemic due to concerns related to returning to a communal workplace including, for their own health if they are part of a vulnerable population or have vulnerable family members at home and enhanced federal government unemployment incentives. These factors may make it more difficult for us to encourage our workforce to return to work or hire a sufficient number of employees to support our contractual commitments or may result in higher costs, lower contract profitability, higher turnover and reduced operational efficiencies, which could, in the aggregate, have a material adverse impact on our results of operations. While our employees in the United States were previously designated as essential critical infrastructure workers pursuant to the Guidance from the Cybersecurity and Infrastructure Security Agency, there is no guarantee that such designation may not change in the future. Similarly, in some of our non-U.S. locations, certain of our clients in the telecommunications, shipping and delivery and fulfillment services industries were deemed to be essential and by virtue of such designation, our employees were considered to be essential workers. However, there is no guarantee that such designation may not change in the future which may make us more susceptible to the impact of future government restrictions.

The post-Pandemic social distancing rules and other government mandates may permanently impact the structure and configuration of our sites, where employees work in close proximity. These potential regulatory requirements may force us to make significant capital investments to reconfigure our existing facilities and to accept lower capacity utilization than the utilization priced under our multi-year contracts or to expand our capacity into new space in certain geographies to accommodate our workforce, which may result in increased capital expenditures and a degradation of our gross margin and profitability under the negotiated cost structures for the client. If we are unable to renegotiate our contracts to recoup these additional costs or adjust our cost structure to absorb them, our margins and profitability will be impacted and will result in adverse impact on our results of operations. Our ability to develop and implement agile workforce strategies while navigating sudden and massive workforce shifts may result in increased capital expenditures and a degradation of our gross margin and profitability under the negotiated structures for the client. Furthermore, there may be a significant upward trend in general with respect to labor litigation related to the impact of the Pandemic on the workforce, including workplace safety, Family Medical Leave Act and disability accommodations for vulnerable populations. As a result, this could result in increased claims related to the Pandemic or we may incur increased costs to accommodate the vulnerable population which could, in the aggregate, have an adverse effect on our results of operations. We could also see an increase in health care costs for employees due to emerging regulations regarding COVID-19 testing, telemedicine and extended COBRA coverage. Historically, pandemic conditions have led to sweeping changes in governmental regulations regarding the use and payment of sick time and vacation/leave time, which could have a material adverse effect on our future labor costs. Finally, Pandemic relief legislation may lead to an increase in minimum wage rates, which could also have a material adverse effect on our future labor costs.

The effects of the Pandemic could result in slowed decision-making and delayed planned work by our clients. Our clients may also experience reduced volume to their business as a result of the Pandemic which could result in over-staffing or requests for reduced staffing on certain client accounts. As clients face reduced demand for their products and services, reduce their business activity and face increased financial pressure on their businesses, we have faced and expect to continue to face downward pressure on our pricing and gross margins due to pricing concessions to clients and requests from clients to extend payment cycles. In addition, clients have requested and may continue to request extended payment cycles, which may have an adverse effect on our cash flows from operations. We could also face a significantly elevated risk of client insolvency, bankruptcy or liquidity challenges where we may perform services and incurred expenses for which we are not paid.

The overall uncertainty regarding the economic impact of the Pandemic and the impact on our revenue growth could impact our cash flows from operations and liquidity. Asset impairment charges, increased currency exchange-rate fluctuations and an inability to recover costs or lost revenues or profits from insurance carriers could all adversely affect us, our financial condition and our results of operations. Additionally, the disruptions and volatility in the global and domestic capital markets may increase the cost of capital and limit our ability to access capital. Furthermore, the impact of the Pandemic on our lenders may limit our ability to borrow under our existing credit facilities.

Our continuous efforts to mitigate the negative effects of the Pandemic on our business may not be as effective in the future, and we may be affected by a protracted economic downturn. Even after the Pandemic has subsided, we may continue to experience negative effects as a result of the Pandemic's global economic impact. Further, as this Pandemic is unprecedented and continuously evolving, it may also affect our operating and financial results in a manner that is not presently known to us or in a manner that we currently do not consider will present significant risks to us or our operations. Addressing the significant personal and business challenges presented by the Pandemic, including various business continuity measures and the need to enable work-at-home arrangements for many of our employees, has demanded significant management time and attention and strained other corporate resources, and is expected to continue to do so.

For more information, see "Item 5A. Operating Results – Key Factors Affecting Our Performance."

We were the target of a cybersecurity attack that impacted a portion of our information technology systems.

On August 17, 2020, we detected a ransomware attack that briefly impacted a portion of our information technology systems. Immediately upon becoming aware of the attack, we implemented containment measures to prohibit access by the threat actor to our extended network which also prevented its access to our client's networks and systems. Normal IT operations continued, leveraging our redundant infrastructure, and immediately restoring the impacted systems from online backup systems. At no time did the attack impact our business operations, but the unauthorized access included the exfiltration of non-production data files from a file server in our backup data center. In conjunction with our containment activities, we launched an investigation, notified our insurance broker and carrier, and engaged an incident response team and cybersecurity forensics firm. We have been working with industry-leading cybersecurity firms who have implemented a series of additional containment and remediation measures to address the incident and reinforce the security of our information technology systems.

Based on the results of both internal and independent forensic analysis, we do not believe the incident will have a material impact on our business, financial condition, or results of operations. However, we may incur losses associated with claims by third parties, as well as fines, penalties and other sanctions imposed by regulators relating to or arising from the incident, which could have a material adverse impact on our business, financial condition, or results of operations in future periods. While we continue to harden our cyber security infrastructure to address the constantly evolving threat landscape, we cannot provide assurance that our security frameworks and measures will be successful in preventing or promptly detecting and remediating future cyberattacks or a breach or compromise of security. Further, the incident may have a negative impact on our reputation and cause customers, suppliers and other third parties with whom we maintain relationships to lose confidence in us. We are unable to definitively determine the impact to these relationships and whether we will need to engage in any activities to rebuild them.

For more information, please refer to "Item 3D. Risk Factors—Risks Related to Our Business—Unauthorized or improper disclosure of Personally Identifiable Information or breach of privacy, whether inadvertent or as the result of a cyber-attack or improperly by our employees, could result in liability and harm our reputation which could adversely affect our business, financial condition, results of operations and prospects" and "Item 3D. Risk Factors—Risks Related to Our Business—Our business is subject to a variety of U.S. and international laws and regulations, including those regarding privacy, data protection and information security, and our customers may be subject to regulations related to the handling and transfer of certain types of sensitive and confidential information. Any failure to comply with applicable laws and regulations would harm our business, results of operations and financial condition."

Our business is dependent on key clients, and the loss of a key client could have an adverse effect on our business and results of operations.

We derive a substantial portion of our revenue from a few key clients. Our top three "legacy" clients (i.e., our top three clients as of the end of fiscal year 2020 and 2019) accounted for 34.2%, 43.7%, and 50.6% of our revenues for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. During fiscal year 2021, our third largest client as of June 30, 2020 was replaced with our fourth largest client as of June 30, 2020. Our top three clients accounted for 35.0%, 43.7%, and 50.6% of our revenues for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. Our largest client as of June 30, 2021 was responsible for 12.4%, 18.2%, and 18.2% of our revenue for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. Our second largest client as of June 30, 2021 was responsible for 11.7%, 16.0%, and 20.3% of our revenue for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. Our third largest client as of June 30, 2021 was responsible for 10.9%, 9.5%, and 12.1% of our revenue for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. The loss of business with, or the failure to retain a significant amount of business with, any of our key clients could have a material adverse effect on our business, financial condition and results of operations. In addition, our ability to collect revenue could be impacted by the financial condition of our clients.

We enter into multi-year contracts with our clients. Our failure to price these contracts correctly may negatively affect our profitability.

The pricing of our solutions is usually included in statements of work entered into with our clients, many of which are for terms of two to five years. In certain cases, we have committed to pricing over this period 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. If we fail to accurately estimate future wage inflation rates, unhedged currency exchange rates or our costs, or if we fail to accurately estimate the productivity benefits we can achieve under a contract, it could have a material adverse effect on our business, results of operations and financial condition.

The terms of our client contracts may limit our profitability or enable our clients to reduce or terminate their use of our solutions.

Most of our client contracts do not have minimum volume requirements, and the profitability of each client contract or work order may fluctuate, sometimes significantly, throughout various stages of the program. 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. In addition, certain of our client contracts may subject us to potential liability and / or rebate payments in certain circumstances. 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. There can be no assurance that our clients will not terminate their contracts before their scheduled expiration dates, that the volume of services for these programs will not be reduced, that we will be able to avoid penalties or earn performance bonuses for our solutions, or that we will be able to terminate unprofitable contracts without incurring significant liabilities. For these reasons, there can be no assurance that our client contracts will be profitable for us or that we will be able to achieve or maintain any particular level of profitability through our client contracts.

The consolidation of our clients or potential clients may adversely affect our business, financial condition, results of operations and prospects.

Consolidation of the potential users of our solutions, particularly those in the telecommunications, technology and cable industries, 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, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

If our clients decide to enter into or further expand insourcing activities in the future, or if current trends toward outsourcing services and/or outsourcing activities are reversed, it may materially adversely affect our business, results of operations, financial condition and prospects.

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 and may materially adversely affect our business, financial condition, results of operations and prospects.

Moreover, the trend towards outsourcing business processes may not continue and 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.

In addition, our business may be adversely affected by potential new laws and regulations prohibiting or limiting outsourcing of certain core business activities of our clients in key jurisdictions in which we conduct our business, such as in the United States. The introduction of such laws and regulations or the change in interpretation of existing laws and regulations could adversely affect our business, financial condition, results of operations and prospects.

Natural events, health epidemics (including the outbreak of COVID-19), wars, 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 outbreak of COVID-19), wars, 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. 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 have a material adverse effect on our business, financial condition, results of operations and prospects.

We have a limited operating history as an integrated company under the IBEX brand, which makes it difficult to evaluate our future prospects and the risks and uncertainties we may encounter.

Prior to June 30, 2017, our business was conducted through various wholly- or majority-owned portfolio companies of TRGI, which we refer to as the Continuing Business Entities. On June 30, 2017, TRGI completed a series of transactions, which we refer to as the Reorganization Transaction, as a result of which the Continuing Business Entities became our subsidiaries. Although our subsidiaries have individually conducted operations for years, we have a limited history operating the Continuing Business Entities as an integrated business under the IBEX brand, which make it difficult to evaluate our future prospects and the risks and uncertainties we may encounter in seeking to execute on our strategies. These risks and uncertainties include our ability to:

- cross-sell our full spectrum of CLX solutions;
- educate the market on our full spectrum of CLX solutions;
- reposition and expand our brand to reflect our full spectrum of CLX solutions; and
- manage and execute our full spectrum of CLX solutions as part of an integrated company.

Our historical performance, or that of our subsidiaries, should not be considered indicative of our future performance. We have encountered and expect to continue to encounter risks and uncertainties frequently experienced by growing companies in rapidly changing industries, such as the risks and uncertainties described above and elsewhere in this annual report. If we are unable to successfully address these risks and uncertainties, our business, financial condition, operating results and prospects could be materially adversely affected.

For more information, see "Item 4A. History and development of the company" and "Item 7A. Major Shareholders."

Portions of our business 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.

If we fail to close sales with potential clients to whom we have devoted significant time and resources, or if our current and future clients are not willing or able to invest the time and resources necessary to implement our solutions, our business, financial condition, results of operations and prospects could suffer.

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. Despite our efforts for adequate backup and redundancy mechanisms, any disruptions in the delivery of our services due to the failure of our systems, hardware or software, whether provided and maintained by third parties or in-house teams, or due to interruptions in our telecommunications or data services that adversely affect the quality or reliability (or perceived quality or reliability) of our solutions or render us unable to handle increased volumes of customer interaction during periods of high demand, may result in reduction in revenue, loss of clients, or unexpected investment in new systems or technology to ensure that we can continue to provide high-quality and reliable solutions to our clients. The occurrence of any such interruption or unplanned investment could materially adversely affect our business, financial positions, operating results and prospects.

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, we may have a harder time selling services and products to end customers which could have an adverse impact on our business and operating results.

We further anticipate that it will be necessary to continue to invest in our technology and communications infrastructure to ensure reliability and maintain our competitiveness. This is likely to result in significant ongoing capital expenditures for maintenance as well as growth as we continue to grow our business. There can be no assurance that any of our information systems will be adequate to meet our future needs or that we will be able to incorporate new technology to enhance and develop our existing solutions. Moreover, investments in technology, including future investments in upgrades and enhancements to hardware or software, may not necessarily maintain our competitiveness. Our future success will also depend in part on our ability to anticipate and develop information technology solutions that keep pace with evolving industry standards and changing client demands.

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

Outside of the United States, a substantial portion of our operations are conducted in Pakistan, the Philippines and increasingly, Jamaica and Nicaragua. Pakistan has experienced, and continues to experience, political and social unrest and acts of terrorism. The Philippines has experienced political instability and acts of natural disaster, such as typhoons and flooding, and continues to be at risk of similar and other events that may disrupt our operations. Our operations in Jamaica, which commenced in 2016 and have been growing quickly, are also subject to political instability, natural disasters, crime and similar other risks. We also conduct operations in Canada, Nicaragua, Senegal and the United Kingdom which are subject to various risks germane to those locations.

Our international operations, particularly in Pakistan, the Philippines, Nicaragua and Jamaica, 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:

- political unrest;
- social unrest;
- terrorism or war;
- health epidemics (including the outbreak of COVID-19);
- failure of power grids in certain of the countries in which we operate, which are subject to frequent outages;
- currency fluctuations;
- changes to the laws of the jurisdictions in which we operate; or
- increases in the cost of labor and supplies in the jurisdictions in which we operate.

Our international operations may also be affected by trade restrictions, such as tariffs or other trade controls. If we are unable to continue to leverage the skills and experience of our international workforce, particularly in Pakistan and the Philippines and increasingly so in Jamaica, we may be unable to provide our solutions at an attractive price and our business could be materially and negatively impacted.

The inelasticity of our labor costs relative to short-term movements in client demand could adversely affect our business, financial condition and results of operations.

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 the incurrence of significant additional costs in the form of severance payments to comply with labor regulations in the various jurisdictions in which we operate our business, all of which would have an adverse impact on our operating profit margins. For example, the Pandemic decreased client demand for our services in certain verticals which resulted in furloughs of employees in the initial months of the Pandemic. Additionally, the hiring and training of our agents in response to increased demand takes time and results in additional short-term expenses. These factors constrain our ability to adjust our labor costs for short-term movements in demand, which could have a material adverse effect on our business, financial condition and results of operations.

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. We issued this warrant to Amazon with the expectation that the warrant would result in various benefits including, among others, growth in revenues and improved cash flows. Achieving the anticipated benefits from the 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.

For more information, see our audited consolidated financial statements included at the end of this annual report.

The success of our business depends on our senior management and key employees.

Our success depends on the continued service and performance of our senior management and other key personnel. In each of the industries in which we participate, there is competition for experienced senior management and personnel with industry-specific expertise. We may not be able to retain our key personnel or recruit skilled personnel with appropriate qualifications and experience. The loss of key members of our personnel, particularly to competitors, could have a material adverse effect on our business, financial condition, results of operations and prospects.

We may fail to attract, hire, train and retain sufficient numbers of agents and other employees in a timely fashion at our facilities to support our operations, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our business relies on large numbers of trained agents and other employees at our facilities, and our success depends to a significant extent on our ability to attract, hire, train and retain agents and other employees. The outsourcing industry experiences high employee turnover. In addition, we compete for employees not only with other companies in our industry, but also with companies in other industries. Increased competition for these employees, in our industry or otherwise, particularly in tight labor markets, could have an adverse effect on our business. Additionally, a significant increase in the turnover rate among trained employees could increase our costs and decrease our operating profit margins.

In addition, our ability to maintain and renew existing client engagements, obtain new business and increase our margins will depend, in large part, on our ability to attract, hire, train and retain employees with skills that enable us to keep pace with growing demands for outsourcing, evolving industry standards, new technology applications and changing client preferences. Our failure to attract, train and retain personnel with the experience and skills necessary to fulfill the needs of our existing and future clients or to assimilate new employees successfully into our operations could have a material adverse effect on our business, financial condition, results of operations and prospects.

If we are not successful in converting visitors to our customer acquisition websites into purchasers or subscribers, our business and operating results may be harmed.

The growth of our customer acquisition business 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, which could have a material adverse effect on our business, financial condition and operating results.

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

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, MSN and Yahoo!. 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 unpaid listings and paid advertisements 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, which would harm our operating results. If we decide to attempt to replace this traffic, we may be required to increase our marketing expenditures, which also would harm our operating results and financial condition.

We also purchase paid advertisements on search engines in order 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, operating results and financial condition will be harmed.

Our business depends in part on our capacity to invest in technology as it develops, and substantial increases in the costs of technology and telecommunications services or our inability to attract and retain the necessary technologists could have a material adverse effect on our business, financial condition, results of operations and prospects.

The use of technology in our industry has and will continue to expand and change rapidly. Our business depends, in part, upon our ability to develop and implement solutions that anticipate and keep pace with continuing changes in technology, industry standards and client preferences. We may incur significant expenses in an effort to keep pace with customer preferences for technology or to gain a competitive advantage through technological expertise or new technologies.

If we do not recognize the importance of a particular new technology to our business in a timely manner, are not committed to investing in and developing or adopting such new technology and applying these technologies to our business, or are unable to attract and retain the technologists necessary to develop and implement such technologies, our current solutions may be less attractive to existing and new clients, and we may lose market share to competitors who have recognized these trends and invested in such technology. There can be no assurance that we will have sufficient capacity or capital to meet these challenges. Any such failure to recognize the importance of such technology, a decision not to invest and develop or adopt such technology that keeps pace with evolving industry standards and changing client demands, or an inability to attract and retain the technologists necessary to develop and implement such technology could have a material adverse effect on our business, financial condition, results of operations and prospects.

Increases in employee expenses as well as changes to labor laws could reduce our profit margin.

For the fiscal years ended June 30, 2021, 2020, and 2019, payroll and related costs and share-based payments accounted for \$301.3 million, \$276.6 million, and \$258.7 million, respectively, representing, 67.9%, 68.3%, and 70.2%, respectively, of our revenue in those periods.

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 several locations including the United States, the Philippines and Pakistan, we have experienced increased labor cost during the fiscal years ended June 30, 2021, 2020, and 2019 due to increased demand and greater competition for qualified employees. For further details, see "Item 5A. Operating Results – Results of Operations."

We 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. We may 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, which may reduce our profit margins and have a material adverse effect on our cash flows, business, financial condition, results of operations and prospects. In addition, wage increases or other expenses related to the termination of our employees may reduce our profit margins and have a material adverse effect on our cash flows, business, financial condition, results of operations and prospects. 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, which could have a negative effect on our profit margin.

Furthermore, many of the countries in which we operate have labor protection laws, which may include statutorily mandated minimum annual wage increases, legislation that imposes financial obligations on employers and laws governing the employment of workers. These labor laws in one or more of the key jurisdictions in which we operate, particularly in the United States, Pakistan, the Philippines, Jamaica or Nicaragua, may be modified in the future in a way that is detrimental to our business. If these labor laws become more stringent, or if there are increases in statutory minimum wages or higher labor costs in these jurisdictions, it may become more difficult for us to discharge employees, or cost effectively downsize our operations as our level of activity fluctuates, both of which would likely reduce our profit margins and have a material adverse effect on our business, financial condition, results of operations and prospects.

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 in order 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 and could have an adverse effect on our business, financial condition, results of operations and prospects.

Our profitability will suffer if we are not able to maintain asset utilization levels, price appropriately and control our costs.

Our profitability is largely a function of the efficiency with which we utilize our assets, particularly our people and facilities, and the pricing that we are able to obtain for our solutions. 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. 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, competition, introduction of new services or products by us or our competitors, our ability to accurately estimate, attain and sustain revenues from client engagements, margins and cash flows over increasingly longer contract periods and general economic and political conditions. Therefore, if we are unable to price appropriately or manage our asset utilization levels, there could be a material adverse effect on our business, results of operations and financial condition.

Our profitability is also a function of our ability to control our costs and improve our efficiency. As we increase the number of our employees and grow our business, we may not be able to manage the significantly larger and more geographically diverse workforce and our profitability may suffer.

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 a general economic slowdown, economic weakness in its industry or the financial insolvency of its business. While we closely monitor our accounts receivable balances, a client's financial inability or unwillingness, for any reason, to pay a large accounts receivable balance would adversely impact our financial condition and cash flow and could adversely impact our ability to draw upon our receivables-backed lines of credit.

If we are unable to fund our working capital requirements and new investments, our business, financial condition, results of operations and prospects 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. 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 business, financial condition, results of operations and prospects could be adversely affected.

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

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.

Damage or disruptions to our technology systems and facilities either through events beyond or within our control could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our key technology systems and facilities may be damaged in natural disasters such as earthquakes or fires or subject to damage or compromise from human error, technical disruptions, power failure, computer glitches, cyberattacks, security incidents and breaches, viruses or other malware, telecommunications failures, adverse weather conditions and other unforeseen events, all of which are beyond our control or through bad service or poor performance which are within our control. Such events may cause disruptions to information systems, electrical power and telephone service for sustained periods. Any significant failure, damage or destruction of our equipment or systems, or any major disruptions to basic infrastructure such as power and telecommunications systems in the locations in which we operate, could impede our ability to provide solutions to our clients and thus adversely affect their businesses, have a negative impact on our reputation and may cause us to incur substantial additional expenses to repair or replace damaged equipment or facilities.

While we maintain property, cyber, and business interruption insurance, our insurance coverage 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 policies. 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, which would have a material adverse effect on our business, financial condition, results of operations and prospects.

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 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 our certain 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 which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Unfavorable economic conditions, especially in the United States and in the telecommunications, technology and cable industries from which we generate most of our revenue, could adversely affect our business, results of operations, financial condition and prospects.

Our results of operations may vary based on the impact of changes in the global economy on our clients. While it is often difficult to predict the impact of general economic conditions on our business, unfavorable economic conditions, such as those that occurred during the global financial crisis and economic downturn that began in 2008, 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 telecommunications and technology industries, 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. During the fiscal years ended June 30, 2021, 2020, and 2019, we derived 96.7%, 96.7%, and 98.0%, respectively, of our revenue from customers based in the United States. In addition, a substantial portion of our clients are concentrated in the telecommunications, technology, cable, retail and e-commerce industries. For the fiscal year ended June 30, 2021, 29.3% of our revenue was derived from clients in the telecommunications industry, 16.0% of our revenue was derived from clients in the technology industry, 5.7% of our revenue was derived from clients in the cable industry and 19.6% of our revenue was derived from clients in the retail and e-commerce industry. For the fiscal year ended June 30, 2020, 36.6% of our revenue was derived from clients in the telecommunications industry, 13.1% of our revenue was derived from clients in the technology industry, 7.0% of our revenue was derived from clients in the cable industry and 16.8% of our revenue was derived from clients in the retail and e-commerce industry. For the fiscal year ended June 30, 2019, 40.5% of our revenue was derived from clients in the telecommunications industry, 14.7% of our revenue was derived from clients in the technology industry, 9.9% of our revenue was derived from clients in the cable industry and 7.9% of our revenue was derived from clients in the retail and e-commerce industry.

For these reasons, among others, the occurrence of unfavorable economic conditions could adversely affect our business, results of operations, financial condition and prospects.

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, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

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, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

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 damages against us and seriously damage our reputation and affect our ability to attract new business.

Our business prospects will suffer if we are 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. We may need to invest significant resources in research and development to maintain and improve our solutions and respond to our clients' changing needs. However, we may not be able to modify our current solutions or develop, introduce and integrate new solutions in a timely manner or on a cost-effective basis. If we are unable to further refine and enhance our solutions or to anticipate innovation opportunities and keep pace with evolving technologies, our solutions could become uncompetitive or obsolete and as a result our clients may terminate their relationship with us or choose to divert their business elsewhere, and our revenue 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. If any of these or related problems were to arise, our business, financial condition, results of operations and prospects could be adversely affected.

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

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.

We enter into confidentiality and invention assignment agreements with our employees and consultants and enter into confidentiality agreements with our directors, advisory board members and with the parties with whom we have strategic relationships and business alliances, as well as our clients. No assurance can be given that these agreements will be effective in controlling access to and the distribution of our proprietary information. Further, these 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.

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. While our contracts with our clients provide that we retain the ownership rights to our pre-existing proprietary intellectual property, 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.

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

We provide solutions to our clients' customers in 41 countries and three continents around the world. We are subject to numerous, and sometimes conflicting, legal regimes on matters as diverse as anticorruption, content requirements, trade restrictions, tariffs, taxation, sanctions, immigration, internal and disclosure control obligations, securities regulation, anti-competition, data security, privacy and labor relations. For example, our operations in the United States are subject to U.S. laws on these diverse matters and our operations outside of the United States may also be subject to U.S. laws on these diverse matters. U.S. laws may be different in several respects from the laws of Pakistan and the Philippines, where we have significant operations, and jurisdictions where we may seek to expand. We also have and may seek to expand operations in emerging market jurisdictions where legal systems may be less developed or familiar to us. In addition, there can be no assurance that the laws or administrative practices relating to taxation (including the current position as to income and withholding taxes), foreign exchange, export controls, economic sanctions or otherwise in the jurisdictions where we have operations will not change. Compliance with diverse legal requirements is costly, time-consuming and requires significant resources. Violations of one or more of these regulations in the conduct of our business could result in significant fines, criminal sanctions against us or our officers, prohibitions on doing business and damage to our reputation. Violations of these regulations in connection with the performance of our obligations to our clients also could result in liability for significant monetary damages, fines or criminal prosecution, 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. 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 are subject to economic sanctions, export control, anti-corruption, anti-bribery, and similar laws. Non-compliance with such laws can subject us to criminal or civil liability and harm our business, revenues, financial condition and results of operations.

We are subject to U.S. export controls and economic sanctions laws and regulations, including the U.S. Export Administration Regulations administered by the U.S. Commerce Department's Bureau of Industry and Security and the economic and trade sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls. Exports, re-exports and transfers of our software and services must be made in compliance with these laws and regulations, which could impair our ability to compete in international markets and subject us to liability if we are not in compliance with applicable laws. Specifically, the provision of our services and our international activities are subject to various economic and trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control, which include prohibitions on the sale or supply of certain products and services to U.S. embargoed or sanctioned countries, governments, persons and entities. The Office of Foreign Assets Control rules also prohibit U.S. persons from facilitating a foreign person's engagement in or with such countries, governments, persons and entities.

Although we take precautions to prevent our services from being provided or deployed in violation of such laws, our services could be provided inadvertently in violation of such laws despite the precautions we take, including usage by our customers in violation of our terms of service. We also cannot assure you that our employees and agents will not take actions in violation of our policies and applicable law, for which we may be ultimately held responsible. If we fail to comply with these laws, we and our employees could be subject to civil or criminal penalties, including the possible loss of export privileges, monetary penalties, and, in extreme cases, imprisonment of responsible employees for knowing and willful violations of these laws. We may also be adversely affected through penalties, reputational harm, loss of access to certain markets, or otherwise.

In addition, 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. Any decreased use of our platform or limitation on our ability to export or sell our products would likely adversely affect our business, results of operations, and financial results.

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 anticorruption 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 anticorruption 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. We can be held liable for the corrupt or other illegal activities of these third-party intermediaries, our employees, representatives, contractors, partners and agents, even if we do not explicitly authorize such activities. Violations of these laws or regulations by us, our employees or any of these third parties could subject us to criminal or civil enforcement actions (whether or not we participated or knew about the actions leading to the violations) including fines or penalties, disgorgement of profits and suspension or disqualification from work, including U.S. federal contracting, any of which could materially adversely affect our business, including our results of operations and our reputation.

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 which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our client base includes many entities in highly regulated industries, potentially increasing our legal risk and compliance costs and requiring implementation of additional security measures.

Many of our clients are engaged in highly regulated industries that have an array of sector-specific regulatory obligations, including privacy and security requirements. Specifically, our focus on the telecommunications, technology and cable industries means that we may process or come into possession of data that must be treated with special care. In addition to government regulations, our client contracts contain requirements related to the retention of records.

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. Compliance with these obligations has been a topic of increased interest for the U.S. Federal Communications Commission, ("FCC"), which has undertaken high-profile CPNI enforcement actions in recent years. The FCC also is in the process of applying such rules to broadband service providers, which could affect how we may provide our solutions to this sector of the telecommunications industry. We instruct our clients not to provide any CPNI to us, but this information may inadvertently be provided to us by our clients as part of their customer information.

In the United States, two federal agencies, the Federal Trade Commission (“FTC”) and the 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. In these types of actions, the plaintiff may seek damages, statutory penalties, costs and/or attorneys’ fees.

These and other sector-specific obligations could increase our legal risk and impose additional compliance costs on our solutions. If we fail to comply with these obligations, we could suffer a range of consequences, including contract breach claims from our clients, third party claims and litigation, regulatory fines and other penalties, or reputational harm, all of which may have a material adverse impact on our business.

Our business is subject to a variety of U.S. and international laws and regulations, including those regarding privacy, data protection and information security, and our customers may be subject to regulations related to the handling and transfer of certain types of sensitive and confidential information. Any failure to comply with applicable laws and regulations would harm our business, results of operations and financial condition.

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 personally identifiable information (such personally identifiable information collectively with all information defined or described by applicable law as “personal data,” “personal information,” “PII” or any similar term, is referred to as Personally Identifiable Information), data, financial data, health data or other similar data. Existing U.S. federal and various state and foreign privacy- and data protection-related laws and regulations are evolving and subject to potentially differing interpretations and conflicting requirements, and various legislative and regulatory bodies may expand current or enact new laws and regulations regarding privacy- and data protection-related matters. New laws, amendments to or re-interpretations of existing laws and regulations, rules of self-regulatory bodies, industry standards and contractual obligations may impact our business and practices, and we may be required to expend significant resources to adapt to these changes, or stop offering our products in certain countries. These developments could adversely affect our business, results of operations and financial condition.

The U.S. federal and various state and foreign governments have adopted or proposed limitations on, or requirements regarding, the Processing of Personally Identifiable Information of individuals. The FTC and numerous state attorneys general are applying federal and state consumer protection laws to impose standards on the Processing of data, and to the security measures applied to such data. Similarly, many foreign countries and governmental bodies, including the EU member states and the United Kingdom, have laws and regulations concerning the Processing of Personally Identifiable 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 than those in the United States. Laws and regulations in these jurisdictions apply broadly to the Processing of Personally Identifiable Information that identifies or may be used to identify an individual, such as names, email addresses and, in some jurisdictions, IP addresses and other online or device identifiers. In particular, on April 27, 2016 the European Union adopted the General Data Protection Regulation 2016 / 679 ("GDPR") that took effect on May 25, 2018. The GDPR repeals and replaces the EU Data Protection Directive 95 / 46 / EC and it is directly applicable across EU member states. The GDPR applies to any company established in the EU or UK as well as to those outside the EU or UK if they process Personally Identifiable Information, as defined under the GDPR, in connection with the provision of goods or services to individuals in the EU or UK or monitor their behavior (for example, through online tracking) of individuals in the EU or UK. The GDPR enhances data protection obligations for businesses and provides direct legal obligations and potential liabilities for service providers processing Personally Identifiable Information on behalf of customers, including with respect to cooperation with European data protection authorities, implementation of security measures and keeping records of personal data processing activities. Moreover, the GDPR requirements apply not only to third-party transactions, such as with our customers and service providers, but also to transfers of EU or UK personal data between us and our subsidiaries, including employee information. Noncompliance with the GDPR can trigger steep fines of up to €20 million or 4% of global annual revenues, whichever is higher.

In addition to the GDPR, the EU also is considering another draft data protection regulation. The proposed regulation, known as the Regulation on Privacy and Electronic Communications, ("ePrivacy Regulation"), would replace the current ePrivacy Directive. Originally planned to be adopted and implemented at the same time as the GDPR, the ePrivacy Regulation has been delayed but could be enacted sometime in the relatively near future. While the new regulation contains protections for those using communications services (for example, protections against online tracking technologies), the potential timing of its enactment significantly later than the GDPR means that additional time and effort may need to be spent addressing differences between the ePrivacy Regulation and the GDPR. New rules related to the ePrivacy Regulation are likely to include enhanced consent requirements in order to use communications content and communications metadata, as well as obligations and restrictions on the processing of data from an end-user's terminal equipment, which may negatively impact our product offerings and our relationships with our customers. Preparing for and complying with the GDPR and the ePrivacy Regulation (if and when it becomes effective) has required and will continue to require us to incur substantial operational costs and may require us to change our business practices. Despite our efforts to bring practices into compliance with the GDPR and before the effective date of the ePrivacy Regulation, we may not be successful either due to internal or external factors such as resource allocation limitations or varying regulatory interpretation of these laws' requirements. Non-compliance could result in proceedings against us by governmental entities, customers, data subjects, consumer associations or others.

With respect to all of the foregoing, any failure or perceived failure by us to comply with applicable U.S., EU or other foreign privacy or data security laws, policies, industry standards or legal obligations, or any security incident that results in the unauthorized Processing of Personally Identifiable Information or other customer data may result in governmental investigations, inquiries, enforcement actions and prosecutions, private litigation, fines and penalties or adverse publicity.

We expect that there will continue to be new proposed laws, regulations and industry standards concerning privacy, data protection and information security in the U.S., the EU and other jurisdictions, and we cannot yet determine the impact such future laws, regulations and standards may have on our business. Because global laws, regulations, industry standards and other legal obligations concerning privacy and data security have continued to develop and evolve rapidly, it is possible that we or our business may not be, or may not have been, compliant with each such applicable law, regulation, industry standard or other legal obligation.

Any such new laws, regulations, other legal obligations or industry standards, or any changed interpretation of existing laws, regulations or other standards may require us to incur additional costs and restrict our business operations. If our privacy or data security measures fail to comply with current or future laws, regulations, policies, legal obligations or industry standards, we may be subject to litigation, regulatory investigations, fines or other liabilities, as well as negative publicity and a potential loss of business.

Unauthorized or improper disclosure of Personally Identifiable Information or breach of privacy, whether inadvertent or as the result of a cyber-attack or improperly by our employees, could result in liability and harm our reputation which could adversely affect our business, financial condition, results of operations and prospects.

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 Personally Identifiable Information of the customers of our clients. While we take measures to protect the security of, and against unauthorized access to, our systems, as well as the privacy of Personally Identifiable Information and proprietary information, it is possible that our security controls over our systems, as well as other security practices we follow, may not prevent the improper access to or disclosure of Personally Identifiable Information or proprietary information. Such disclosure could harm our reputation and subject us to significant liability under our contracts and laws that protect Personally Identifiable Information, resulting in increased costs or loss of revenue. Further, data privacy is subject to frequently changing rules and regulations, which sometimes conflict among the various jurisdictions and countries in which we provide solutions. Our failure to adhere to or successfully implement processes in response to changing regulatory requirements in this area or any other kind of improper access to private Personally Identifiable Information could result in legal liability or impairment to our reputation in the marketplace, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Our existing debt may affect our flexibility in operating and developing our business and our ability to satisfy our obligations.

As of June 30, 2021, we had total indebtedness of \$112.5 million, including our lease liabilities. Our level of indebtedness may have significant negative effects on our future operations, including:

- impairing our ability to obtain additional financing in the future (or to obtain such financing on acceptable terms) for working capital, capital expenditures, acquisitions or other important needs;
- requiring us to dedicate a substantial portion of our cash flow to the payment of principal and interest on our indebtedness, which could impair our liquidity and reduce the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other important needs;
- increasing the possibility of an event of default under the financial and operating covenants contained in our debt instruments; and
- limiting our ability to adjust to rapidly changing conditions in the industry, reducing our ability to withstand competitive pressures and making us more vulnerable to a downturn in general economic conditions or business than our competitors with relatively lower levels of debt.

If we are unable to generate sufficient cash flow from operations to service our debt, we may be required to refinance all or a portion of our existing debt or obtain additional financing. We cannot assure you that any such refinancing would be possible or that any additional financing could be obtained. Our inability to obtain such refinancing or financing may have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, several of our financing arrangements contain a number of 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. In the past, we have not been in compliance with certain applicable debt covenants in our financing arrangements.

If we experience challenges with respect to labor relations, our overall operating costs and profitability could be adversely affected, and our reputation could be harmed.

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 have a material adverse effect on our business, financial condition, results of operations and prospects and harm our reputation.

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 years ended June 30, 2021, 2020, and 2019, 3.3%, 3.3%, and 2.0%, respectively, 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 for in foreign currencies, mostly the local currencies of the Philippines, Jamaica, and Pakistan. During the year ended June 30, 2021, out of our total payroll and related costs, 26.2% were incurred in the Philippines Peso, 12.7% were incurred in the Jamaican Dollar and 8.8% were incurred in Pakistani Rupee. Because our financial statements are presented in U.S. dollars 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 5A. Operating Results —Factors Affecting Our Operating Profit Margins" for more information.

In addition to our exposure to the Philippine Peso, Jamaican Dollar and Pakistani Rupee, we also have exposures to the Canadian Dollar, CFA Franc (XOF), Emirati Dirham, Euro, and Nicaraguan Cordoba. Of these, the Nicaraguan Cordoba is the most significant after the Philippine Peso, Jamaican Dollar and Pakistani Rupee.

As we increase our revenues from non-U.S. locations or expand our solution delivery or back office footprint to other international locations, this effect may be magnified. We may, in the future, 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 5A. Operating Results —Factors Affecting Our Operating Profit Margins" for more information.

The estimates of market opportunity and forecasts of market growth included in this annual report may prove to be inaccurate, and even if the market in which we compete achieves the forecasted growth, our business could fail to grow at similar rates, if at all.

Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate. The estimates and forecasts in this annual report relating to the size and expected growth of the market for our portfolio of integrated solutions may prove to be inaccurate. Any expansion in our market depends on a number of factors, including the cost, performance and perceived value associated with our solutions and those of our competitors. Even if the markets in which we currently compete meet the size estimates and growth forecasted in this annual report, our business could fail to grow at similar rates, if at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the forecasts of market growth included in this annual report should not be taken as indicative of our future growth.

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 TRGI for corporate and operational services. See "Item 7B. Related Party Transactions." 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.

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

We may decide to acquire complementary businesses in the future. 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.

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. Mergers or acquisitions may also disrupt our business, divert our resources and require significant management attention that would otherwise be available for the development of our business. 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.

Any of these risks could materially and adversely affect our business, results of operations, financial condition and prospects.

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.

Our facilities operate 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 have an adverse effect on our business and results of operation.

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

We had goodwill and other intangible assets totaling \$15.0 million as of June 30, 2021. We review our goodwill and amortizable intangible assets for impairment when events or changes in circumstances indicate the carrying value may not be recoverable. We assess whether there has been an impairment in the value of goodwill at least annually. In the year ended June 30, 2021, we did not recognize any impairment of goodwill or intangible assets. In the year ended June 30, 2020, we recognized an impairment of intellectual property intangibles of \$0.7 million. In the fiscal year ended June 30, 2019, we recognized a \$0.2 million impairment of intangibles due to the disposal of DGS EDU LLC. Factors that may be considered a change in circumstances indicating that the carrying value of our goodwill or amortizable 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 amortizable intangible assets were determined, negatively impacting our results of operations. For more information, please refer to our audited consolidated financial statements included at the end of this annual report.

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

As of June 30, 2021, we had estimated U.S. federal net operating loss carry forwards of \$16.2 million and U.S. state net operating loss carry forwards of \$36.9 million, which will begin to expire in 2030. As of that same date, our European and UK subsidiaries had net operating loss carry forwards of \$4.3 million, which can be carried forward indefinitely with no expiry date. Our Luxembourg subsidiary had net operating loss of \$1.2 million which will begin to expire in 2037. Our Canadian subsidiary had net operating loss carry forward of \$2.3 million, which will begin to expire in 2028. Our subsidiary in Senegal has net operating loss carry forward of \$2.7 million which will begin to expire in 2022. The timing and manner in which we may utilize net operating losses may be limited by tax rules regarding changes in ownership and 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. federal, state or foreign income tax liability.

Risks Related to Being Incorporated in Bermuda

Tax matters, new legislation and actions by taxing authorities may have an adverse effect on our operations, effective tax rate and financial condition.

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. Changes in the valuation of deferred tax assets and liabilities, which may result from a decline in our profitability or changes in tax rates or legislation, could have a material adverse effect on our tax expense. 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. Such increase on our tax expenses would reduce our profitability and cash flows.

On December 5, 2017, following an assessment of the tax policies of various countries by the Code of Conduct Group 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 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 and is therefore “white listed”. Although we believe we comply with the requirements of the Substance Act, 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.

In addition, the United States enacted the Tax Cuts and Jobs Act of 2017 (the "TCJA"), which has significantly changed the U.S. federal income tax system. Significant changes introduced by TCJA include reduction in US federal tax rate, limitations on the deductibility of interest expense and executive compensation, a base erosion focused minimum tax (the Base Erosion and Anti-Abuse tax), transitional tax, tangible property expensing, current tax on global intangible low-taxed income (GILTI) and carry forward of net operating losses ("NOLs"). 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. Proposals by members of Congress have included, among other things, changes to U.S. federal tax rates and imposing additional taxes on payments by U.S. companies to their foreign affiliates. There is substantial uncertainty regarding both the timing and what will ultimately be included in any such tax reform. See "Item 10E. Taxation."

Prospective investors should consult their tax advisors regarding the potential impact to them of the TCJA and any subsequent legislative changes and administrative guidance to them.

During the fiscal year ended June 30, 2019, the Luxembourg tax authorities challenged our tax position with respect to a royalties-related tax exemption and, in response, we filed a petition to defend our position. In response to our petition, the Luxembourg tax authorities accepted our tax position and permitted the tax exemption, issuing a revised tax assessment on June 17, 2020.

Furthermore, the Organization for Economic Cooperation and Development (OECD) is leading an initiative under its base erosion and profit shifting (BEPS) project aimed at imposing a global minimum tax rate, with the intention of reaching an agreement on its proposals by late 2021. We do not know when, or if, the OECD's proposals will be adopted; however, such proposals may have implications for international companies based in Bermuda. At this stage it is difficult to predict whether and to what extent any legislative changes that are adopted to implement the OECD's proposals will impact us.

We may become subject to taxes in Bermuda after 2035, which may have a material adverse effect on our results of operations and shareholders' investments.

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. See "Item 10E. Taxation." 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.

We are a foreign private issuer and, as a result, we are not subject to U.S. proxy rules and will be subject to Exchange Act reporting obligations that, to some extent, are more lenient and less frequent than those of a U.S. domestic public company.

We report under the Exchange Act as a non-U.S. company with foreign private issuer status. Because we qualify as a foreign private issuer under the Exchange Act and although we are subject to Bermuda laws and regulations with regard to such matters and intend to furnish quarterly financial information to the SEC, we are exempt from certain provisions of the Exchange Act that are applicable to U.S. domestic public companies, including:

- the sections of the Exchange Act regulating the solicitation of proxies, consents or authorizations in respect of a security registered under the Exchange Act;
- the sections of the Exchange Act requiring insiders to file public reports of their share ownership and trading activities and liability for insiders who profit from trades made in a short period of time; and
- the rules under the Exchange Act requiring the filing with the SEC of quarterly reports on Form 10-Q containing unaudited financial and other specified information, or current reports on Form 8-K, upon the occurrence of specified significant events.

In addition, foreign private issuers are not required to file their annual report on Form 20-F until 120 days after the end of each fiscal year, while U.S. domestic issuers that are accelerated filers are required to file their annual report on Form 10-K within 75 days after the end of each fiscal year. Foreign private issuers are also exempt from Regulation Fair Disclosure, aimed at preventing issuers from making selective disclosures of material information. As a result of the above, you may not have the same protections afforded to shareholders of companies that are not foreign private issuers.

As a foreign private issuer and a controlled company, we are not subject to certain Nasdaq corporate governance rules applicable to U.S. listed companies.

As a foreign private issuer, we rely on a provision in the Nasdaq corporate governance listing standards that allows us to follow Bermuda law with regard to certain aspects of corporate governance. This allows us to follow certain corporate governance practices that differ in significant respects from the corporate governance requirements applicable to U.S. companies listed on the Nasdaq Global Market.

For example, we are exempt from Nasdaq regulations that require a listed U.S. company to:

- have a majority of the board of directors consist of independent directors;
- require non-management directors to meet on a regular basis without management present;
- adopt a code of conduct and promptly disclose any waivers of the code for directors or executive officers that should address certain specified items;
- have an independent compensation committee;
- have an independent nominating committee;
- solicit proxies and provide proxy statements for all shareholder meetings;
- review related-party transactions; and
- seek shareholder approval for the implementation and modification of certain equity compensation plans and issuances of common shares.

As a foreign private issuer, we are permitted to follow home country practice in lieu of the above requirements. In accordance with our Nasdaq Global Market listing, our audit committee is required to comply with the provisions of Section 301 of the Sarbanes-Oxley Act, and Rule 10A-3 of the Exchange Act, both of which are also applicable to U.S. companies listed on the Nasdaq Global Market. Because we are a foreign private issuer, however, our audit committee is not subject to additional Nasdaq corporate governance requirements applicable to listed U.S. companies, including the requirements to have a minimum of three members and to affirmatively determine that all members are “independent,” using more stringent criteria than those applicable to us as a foreign private issuer. These reduced compliance requirements may make our common shares less attractive to some investors, which could adversely affect their market price.

In the event we no longer qualify as a foreign private issuer, we intend to rely on the “controlled company” exemption under Nasdaq corporate governance rules. A “controlled company” under Nasdaq corporate governance rules is a company of which more than 50% of the voting power is held by an individual, group or another company. Our principal shareholder, TRGI, controls a majority of the voting power of our outstanding shares, making us a “controlled company” within the meaning of Nasdaq corporate governance rules. As a controlled company, we are eligible to, and, in the event we no longer qualify as a foreign private issuer, we intend to, elect not to comply with certain of corporate governance standards.

We may lose our foreign private issuer status which would then require us to comply with the Exchange Act’s domestic reporting regime and cause us to incur significant legal, accounting and other expenses.

We are a foreign private issuer and therefore we are not required to comply with all of the periodic disclosure and current reporting requirements of the Exchange Act applicable to U.S. domestic issuers. In order to maintain our current status as a foreign private issuer, either:

- a majority of our common shares must be either directly or indirectly owned of record by non-residents of the United States; or
- a majority of our “executive officers” or directors may not be U.S. citizens or residents, more than 50% of our assets cannot be located in the United States, and our business must be administered principally outside the United States.

A majority of our executives, assets and business are located in and managed from the United States. As a result, if a majority of our common shares become either directly or indirectly owned of record by United States residents, we will lose our foreign private issuer status. If we lost this status, we would be required to comply with the Exchange Act reporting and other requirements applicable to U.S. domestic issuers, which are more detailed and extensive than the requirements for foreign private issuers.

We may also be required to make changes in our corporate governance practices in accordance with various SEC and Nasdaq rules. The regulatory and compliance costs to us under U.S. securities laws if we are required to comply with the reporting requirements applicable to a U.S. domestic issuer may be significantly higher than the cost we would incur as a foreign private issuer. As a result, we expect that a loss of foreign private issuer status would increase our legal and financial compliance costs and would make some activities more time consuming and costly. We also expect that if we were required to comply with the rules and regulations applicable to U.S. domestic issuers, it would make it more difficult and expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These rules and regulations could also make it more difficult for us to attract and retain qualified members of our board of directors.

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 1981, as amended (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, which could have a material adverse effect on our business, financial condition or results of operations.

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 you may obtain 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 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, you 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

The market price of our common shares may be volatile.

The stock market in general, and the market for equities of newly 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 our 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 COVID-19);
- 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.

If securities or industry analysts do not publish research about our business, or publish inaccurate or unfavorable research, the price and trading volume of our common shares could decline.

The market for our common shares will likely depend, in part, on the research and reports that securities or industry analysts publish about us or our business. There can be no assurance that analysts will cover us or provide favorable coverage. In addition, if one or more analysts cease coverage of our company or fail to regularly publish reports on us, we could lose visibility in the financial markets, which could cause our share price or trading volume to decline. Moreover, if one or more analysts downgrade our common shares or change their opinion of our common shares, our share price would likely decline.

Our future earnings and earnings per share, as reported under IFRS as issued by the IASB, 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. Further, the Amazon Warrant will be presented as a liability in our audited consolidated balance sheet and is subject to fair value measurement adjustments during the periods that it is outstanding. Accordingly, future fluctuations in the fair value of the Amazon Warrant could adversely impact our results of operations. 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.

For more information, see our audited consolidated financial statements included at the end of this annual report.

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, other than (i) a dividend declared by one of our subsidiaries during the fiscal year ended June 30, 2017, the remaining \$1.6 million of which was paid during the fiscal year ended June 30, 2019 and (ii) on July 21, 2020, our board of directors approved a one-time dividend of \$4.0 million to our shareholders reflecting a portion of the cash generation from the business during fiscal year 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 our board of directors 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 of directors may deem relevant. Accordingly, if our board of directors 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.

We are an emerging growth company, and the reduced disclosure requirements applicable to emerging growth companies 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 \$1.07 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 our security holders may be different than you might get from other public companies in which you 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.

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

During the audit for the fiscal year ended June 30, 2020, we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting related to the execution and review of complex accounting matters. Due to a failure in procedures with respect to the execution, review, supervision and monitoring of complex accounting matters, a number of adjustments were identified and made to the consolidated financial statements during the course of our audit.

We cannot assure you 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.

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 in addition to applicable stock exchange listing requirements, investors may lose confidence in our financial reporting, and our share price may decline as a result.

We will incur increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies, particularly after we are no longer an EGC, which could adversely affect our business, operating results and financial condition.

As a public company, and particularly after we cease to be an EGC, we will 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. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced policy limits and coverage or incur substantially higher costs to maintain the same or similar coverage. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as our executive officers.

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"), will require 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 expect to 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 our 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.

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 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 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.

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

Our executive officers, directors and shareholder who own more than 5% of our outstanding common shares, which we refer to as our principal shareholder, beneficially owns shares representing approximately 70% of our outstanding common shares. 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 our 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 your ability to influence the outcome of key transactions, including any change of control.

As of September 1, 2021, our largest shareholder, TRGI, beneficially owns, in the aggregate, approximately 62% of our outstanding common shares. As of June 30, 2021, TRG Pakistan Limited ("TRGP"), a publicly traded Pakistan corporation listed on the Pakistan Stock Exchange, beneficially owned 46% of TRGI's outstanding voting securities (45% if all outstanding non-voting common shares are converted into voting common shares). The members of the boards of directors of TRGP and TRGI have substantial overlap. Peter Riepenhausen serves as the chairman and director of both TRGP and TRGI. Zia Chishti serves as a director of both TRGP and TRGI and is also TRGP's largest shareholder and a significant shareholder in TRGI. In addition, Mohammed Khaishgi serves on the boards of directors of TRGP, TRGI and TRGI's portfolio management company, TRG Holdings.

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 your interests and may cause TRGI's shares in our company to be voted in a way with which you disagree and that may be adverse to your interests. The concentration of ownership of our share capital may have the effect of delaying, preventing or deterring a change of control of our 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 TRGI's majority ownership of our company, even if we no longer qualify as a foreign private issuer, we may be able to take advantage of many of the same 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. See "As a foreign private issuer, we are not subject to certain Nasdaq corporate governance rules applicable to U.S. listed companies." 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 of directors. 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 of directors.

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 September 1, 2021, we have 18,471,563 outstanding common shares. Of these common shares, 6,846,985 shares are freely tradable, without restriction, in the public market. Certain of our security holders have rights, subject to some conditions, to require us to file registration statements covering common shares that it holds 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 our board of directors, these provisions also may frustrate or prevent any attempts by our shareholders to replace or remove our current management because our board of directors is responsible for appointing the members of our management team. These provisions include:

- the ability of our board of directors to determine the rights, preferences and privileges of our preferred shares and to issue the preferred shares without shareholder approval; and
- the ability of major shareholders (i.e., shareholders holding 50% or more; in the absence of such a holder, 25% or more) to appoint 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. Our board of directors 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 the common shares. If we issue convertible preferred shares, a subsequent conversion may dilute the current common shareholders' interest.

ITEM 4. INFORMATION ON THE COMPANY

A. History and development of the company

Company History

We were incorporated by TRGI in 2017 for the purpose of delivering solutions to help the world's preeminent brands more effectively engage with their customers as a leading global customer experience ("CX") company. Prior to June 30, 2017, our business was conducted through various wholly- or majority-owned portfolio companies of TRGI, which we refer to as the Continuing Business Entities. The predecessor companies for our Customer Engagement and Customer Expansion solutions were established in 1996 and acquired by TRGI in 2004. The predecessor company for our Customer Experience solution was established in 1984 and acquired by TRGI in 2004. The predecessor company for our Customer Acquisition business was founded as a subsidiary of TRGI in 2008.

On June 30, 2017, TRGI completed a series of transactions constituting the Reorganization Transaction, as a result of which TRGI acquired 4,254,221 of our convertible preference shares and 6,140,713 of our common shares (representing 88.5% of our outstanding common shares as of such date) and the Continuing Business Entities became our wholly owned direct and indirect subsidiaries. We consider the Reorganization Transaction to be a transaction between entities under common control as all of the combining entities or businesses were ultimately controlled by TRGI both before and after the Reorganization Transaction and such control was not transitory.

In addition, in connection with the consummation of the Reorganization Transaction, Mr. Jeffrey Cox, a member of our executive leadership team, and Mr. Anthony Solazzo, the chief executive officer of our discontinued operation Etelequote Limited, acquired minority interests in our company (322,599 and 478,115 common shares, respectively). The number of common shares of IBEX Limited issued to Messrs. Cox and Solazzo was determined based on the relative values of their respective minority interests in two of the Continuing Business Entities that were contributed by TRGI to our company. The relative values of those entities were not dependent upon the price at which common shares were sold but rather was determined on the basis of independent third-party valuations of two Continuing Business Entities and our company.

In connection with the Reorganization Transaction, we provided an indemnity to Mr. Solazzo. Our indemnification obligation is capped at \$2.0 million. No claim under the indemnity has been made, and we believe that any material indemnity exposure for us is remote.

One of the Continuing Business Entities, DGS Limited, entered into a "Profit Share Agreement" dated as of June 30, 2017 with Mr. Cox whereby, in exchange for his services as chief executive officer of that entity, Mr. Cox received 13.9% of any cash dividends paid by DGS Limited to us. Mr. Cox was paid \$0.2 million under that agreement, which expired by its terms on June 30, 2018. The parties entered into a new Profit Share Agreement, effective as of June 30, 2019, whereby in exchange for his services as chief executive officer of DGS Limited, Mr. Cox received a fee equal to 16.18% of any cash dividends paid by DGS Limited to us. Mr. Cox was paid \$0.1 million under the Profit Share Agreement, which expired by its terms on June 30, 2020.

Spin-off of Etelequote Limited to our Parent Company

On June 26, 2019, we transferred all of our equity interests in Etelequote Limited to our parent company, TRGI. In consideration of the share transfer, TRGI agreed to waive \$47.9 million of the aggregate preference amount to which the Series C preferred shares that were held by it were entitled upon a voluntary or involuntary liquidation, dissolution or winding up after holders of our Series A preferred shares and Series B preferred shares would receive their respective entitlements. The \$47.9 million amount represents the agreed purchase price for the share transfer. As a result of the ETQ Spin-off, Etelequote Limited is no longer a part of our ongoing business and is treated as a discontinued operation as of June 30, 2019 and for the fiscal years ended June 30, 2019 and 2018. For more information on the ETQ Spin-off, refer to Note 30.2 in our audited consolidated financial statements at the end of this annual report.

We are an exempted company with limited liability under the laws of Bermuda. We were incorporated on February 28, 2017 under the name Forward March Limited. We changed our name to IBEX Holdings Limited on September 15, 2017 and then changed our name to IBEX Limited on September 11, 2019. We maintain a registered office located at Crawford House, 50 Cedar Avenue, Hamilton HM11 Bermuda, and the telephone number for this office is (441) 295-6500. Our website address is <http://www.ibex.co>.

Emerging Growth Company

The JOBS Act was enacted in April 2012 with the intention of encouraging capital formation in the United States and reducing the regulatory burden on newly public companies that qualify as EGCs. We are an EGC within the meaning of the JOBS Act. As an EGC, we are not required to, among other things, (i) provide an auditor's attestation report on our system of internal control over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act, (ii) provide all of the compensation disclosure that may be required of non-emerging

growth public companies under the Dodd-Frank Act, (iii) comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (auditor discussion and analysis), and (iv) disclose certain executive compensation-related items such as the correlation between executive compensation and performance and comparisons of the chief executive officer's compensation to median employee compensation. We may take advantage of these exemptions until we are no longer an EGC.

We will remain an EGC until the earliest to occur of:

- the last day of the fiscal year in which we have more than \$1.07 billion in annual revenues;
- the date on which we become a "large accelerated filer" (the fiscal year-end on which at least \$700 million of equity securities are held by non-affiliates as of the last day of our then-most recently completed second fiscal quarter);
- the date on which we have issued, in any three-year period, more than \$1.0 billion in non-convertible debt securities; and
- the last day of the fiscal year ending after the fifth anniversary of the completion of our initial public offering.

For more information see "Item 3D. Risk Factors—Risks Related to Our Common Shares." The reduced disclosure requirements applicable to EGCs may make our common shares less attractive to investors due to certain risks related to our status as an EGC.

Controlled Company Status

We qualify as a "controlled company" under Nasdaq rules because more than 50% of the voting power of our shares are held by TRGI. We intend to rely upon the "controlled company" exception relating to the board of directors and committee independence requirements under the Nasdaq listing rules. Pursuant to this exception, we will be exempt from the rules that would otherwise require that our board of directors consist of a majority of independent directors and that our compensation committee and nominating and governance committee be composed entirely of independent directors. The "controlled company" exception does not modify the independence requirements for the audit committee, and we intend to comply with the requirements of the Exchange Act and Nasdaq, which require that our audit committee have a majority of independent directors, and exclusively independent directors within one year following the effective date of our registration statement. For more information, see "Item 3D. Risk Factors—Risks Related to Being Incorporated in Bermuda—As a foreign private issuer and a controlled company, we are not subject to certain Nasdaq corporate governance rules applicable to U.S. listed companies."

Recent Developments

New Facilities

In August 2021, we announced the scheduled opening of our new customer experience center in Pittsburgh, Pennsylvania, encompassing 33,000 square-feet of space with an anticipated opening date of October 1, 2021.

In September 2021, we announced our entry into Honduras with the scheduled opening of our new customer experience delivery center in Tegucigalpa in November 2021.

B. Business overview

Industry Overview

The race to transform Customer Experience (CX) business models in a rapidly evolving digital world is a critical driver of success for many companies. While the need to adapt has been a priority for companies for the past several years, the COVID-19 pandemic has accelerated this movement, forcing businesses to rethink how they engage and retain their customers, whose habits and lifestyles have dramatically changed. This makes CX a key factor in today's hyper-competitive economy and often the top priority for a company's executive leadership.

The concept of digital transformation begins with customer engagement. The use of digital channels increased, while the ability to leverage digital and traditional channels in an integrated fashion in order to meet ever-evolving, fluid customer needs which we refer to as "integrated omni-channel" has become critical. This brings about a need for a new type of partner, one with expertise and capabilities that can help a company analyze its CX and then deliver on creating great experiences.

We believe that having a unique and deeply engaged front line of expert customer engagement professionals to deliver exceptional CX across all delivery channels is critical for companies to successfully implement these strategies. The past labor arbitrage-only approach is obsolete and the demand for fast and flexible service is required for success in the future.

Technology and deep customer relationships are at the forefront of the leading digital-first companies. This has radically altered the market in which we operate as it has put CX front and center on our clients' list of priorities. In our experience, clients continue to look to a different breed of outsourcing partners to provide CX services for them. In particular, clients are seeking disruptive technology providers and partners to elevate their customer experiences and become their CX partners of choice.

As a result of these trends, there is a target market for CX providers of clients that are experiencing rapid growth across all markets and verticals. These companies are impacting our daily lives in many ways – how we shop, how and where we dine, how we watch our favorite shows, movies and series and how we invest our personal assets.

We, as a company, seek to accelerate our clients' growth through our delivery of end-to-end customer engagement solutions. Our business model centers around a customer-centric approach, where every decision made, every solution developed, and every area of investment has the customer top of mind.

We understand our role, which is to improve CX in an omni-channel world and be our clients' trusted provider in delivering a highly differentiated customer experience.

Business Overview

We are a leading provider of customer support services that helps drive extraordinary customer experiences for many of the world's most recognized brands.

We combine our strong heritage of delivering world-class CX operations delivery with best-in-class 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 Wave X purpose-built technology platform, company culture and operational excellence, we help more than 125 clients create innovative and differentiated customer experiences to increase loyalty, enhance brand awareness and drive revenue in an era of rapid change and digital transformation.

Over the span of five short years, we have transformed our business from a traditional business process outsourcer (BPO) of commoditized call center support to a technology-led provider and partner of choice for high-growth brands that are digitally transforming themselves. These brands span across e-commerce, retail, FinTech, HealthTech, streaming content, ride sharing and hospitality.

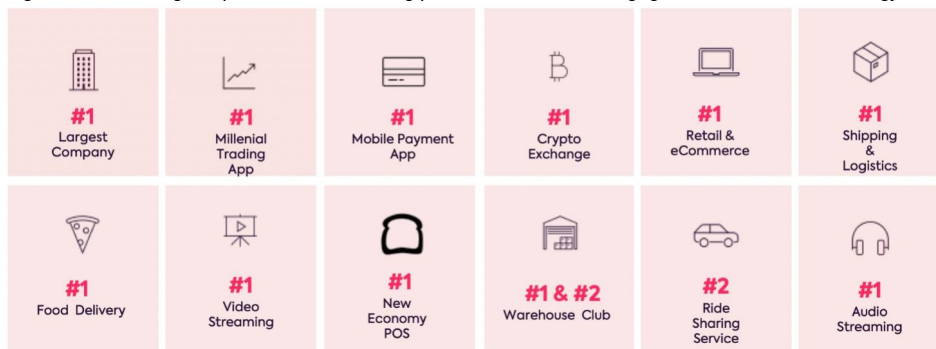
In FY2016, we pivoted our strategy to place a high priority on delivering great customer experiences across the customer lifecycle and to focus on clients who view CX as a competitive differentiator. Companies are looking for enhanced solutions beyond pure labor arbitrage. They require partners that 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. We call this BPO 2.0, and ibex is at the forefront of delivering these differentiated solutions at scale across our geographies.

Today, our business is experiencing significant growth with clients that require best-in-class performance and differentiated value propositions.

We are well-positioned for strong, sustainable, long-term growth.

Over the last seven years, our revenues have increased organically at a CAGR of 10.0%, growing from \$227.4 million in the fiscal year ended June 30, 2014 (excluding any impact due to IFRS 15) to \$443.7 million in the fiscal year ended June 30, 2021. This growth rate is significantly greater than that of our constituent markets, especially the BPO industry, which according to IDC, grew at an annualized rate of 2.9% between 2015 and 2020.

In FY2020 and FY2021, we won more than 40 additional new customers across our Blue Chip and emerging New Economy client segments, bolstering our presence as a leading provider of customer engagement BPO and technology solutions in these spaces.

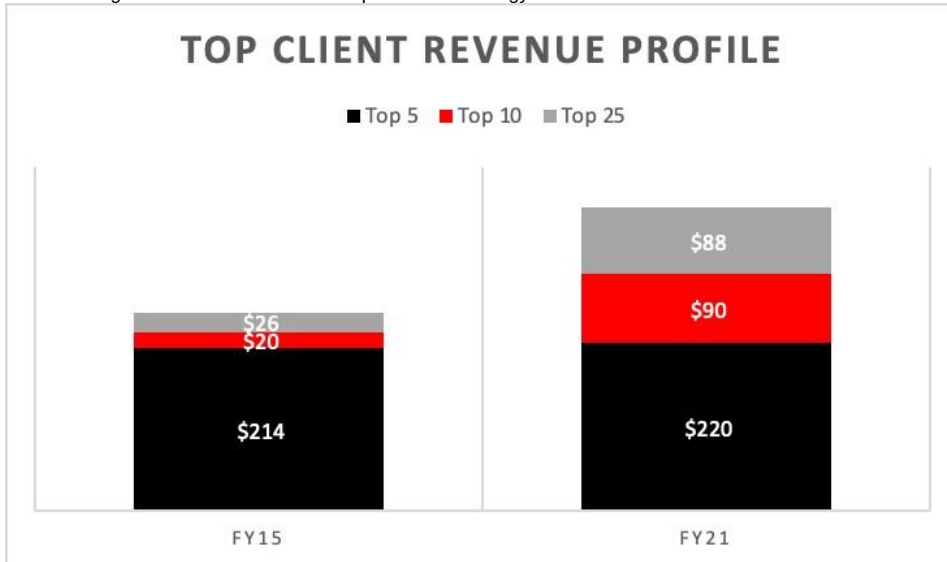


Since the start of FY16, we have attracted more than 60 new clients, which together represented approximately \$230 million of revenue during in FY21. This resulted in a 84% revenue CAGR from FY16 to FY21, and 40% revenue growth from FY20 to FY21. These clients represented 52% of our revenues in FY21 and we expect them to continue to grow rapidly. Additionally, approximately 75% of these clients partner with us to provide them with integrated omni-channel solutions which we believe make our relationships with them stronger and more defensible. The remaining 25% are mature brands that are equally committed to delivering amazing experience through voice channels.

We are extremely proud of the diversification we have achieved in our business. As we completed FY15 and enacted our new strategy in FY16 and beyond, our top five clients represented 75% of our business and our top 10 represented 82% of total business. Our 25th largest client spent less than \$1 million dollars with us annually.

As we completed FY21, these numbers vastly improved. Our 25th largest client invested more than three times the amount of revenue with us versus FY15. In addition, we have experienced 100% retention of our top 20 clients since FY18.

The following table demonstrates how impactful our strategy shift has been:



The growth of our business can be seen throughout our top 25 clients. During FY21, our top five clients include two new clients, half of our top 10 client list is new and our top 25 list of clients have 19 new clients since FY15. The revenues billed from clients 6-10 has grown from \$19.9 million to \$89.5 million - a CAGR of 28.4%, while the revenues from clients 11-25 have increased to \$87.7 million from \$26.4 million.

Our growth strategy is predicated on four growth pillars. 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.

The foundation of our success is based on four primary 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.

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 partner with companies ranging from large Fortune 100 companies to young, emerging brands to drive their customer engagement in ways that will revolutionize the way consumers connect and invest in their brands of choice harnessing the power of technology.

Wave X is the hub of technology development and innovation at ibex. The Wave X platform powers enhanced agent interactions, exceptional client CX, and overall better performance.

Wave X is a differentiated suite of digital and technology solutions across the agent lifecycle to ensure our agents are best equipped to delight customers across all phases of the customer lifecycle, and multiple channels, customized to a client's specific need. This capability allows us to provide innovative, automated and customizable solutions to our clients more efficiently versus a pure labor arbitrage-based delivery model. We believe these technologies will enable us to outperform our competition.

Our strategy places our clients at the heart of everything we do and is built on providing world-class operations and CX delivery capabilities that enable differentiating and relevant customer engagement.

Our global delivery model is built on onshore, nearshore and offshore customer experience delivery centers, which includes a unique ability to support work-at-home capabilities in any region.

From June 2019 to December of 2021, we expect to have experienced 125% growth in nearshore/offshore capacity while shrinking our domestic capacity by more than 20%. As of October 1, 2021, 74% of our capacity now resides in our high-growth offshore and nearshore markets.

Nearly 90% of our capacity today resides in our high margin regions.

We operate state-of-the-art CX delivery centers in labor markets that we believe are underpenetrated. This helps us 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. These delivery centers enable us to create a differentiated connection to our clients' brands and customers.

In addition, with a broad network of 33 contact centers (as of October 1, 2021 and growing) spread across multiple geographies, we provide much needed geographic diversity for our clients. In particular, significant investments made in nearshore sites, such as Jamaica and Nicaragua, enable us to offer untapped talent pools for high-quality service, operations with a close proximity to our professionals' homes, competitive price points, and an existing brand affinity. Moving forward, we are laser focused on growing our brand and market presence worldwide.

We deploy a customer-centric, employee driven culture which enables our workforce to do their best work on behalf of our clients.

We believe that we have one of the best cultures in the industry. As a testament to our culture, nearly 40% 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 unprecedented employee Net Promoter Score (ENPS) of 71.

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.

In fiscal year 2021, we invested approximately \$13 million in employee health, safety and wellness to help identify, slow and stop the spread of the COVID-19 in our facilities. Those investments included transportation for our employees to and from our facilities, high-grade disinfection of our CX delivery centers, appropriate social distancing measures, technology investment to contract trace and curb spread, and company-paid vaccinations. For example, we invested in vaccines purchased directly from the manufacturer for our employees in the Philippines; this has led to a 70% vaccination rate of our employee base in a region where only 14% of the general population are vaccinated. We believe this investment in our employees underscores our commitment to our workforce and builds loyalty to our clients and our personnel.

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.

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 have generated a high level of client satisfaction and loyalty that had fueled our new customer growth and client retention.

Our ability to build deep and trusted relationships with our clients is an integral part of our culture. Since the end of our FY2018, we have successfully retained all of our top 20 clients, which represented approximately 95% of our revenue that year. In FY21, our total customer retention represented over 99% revenue.

Additionally, we closely monitor customer satisfaction via net promoter score ("NPS") which is tracked through our annual Client Satisfaction Survey. our 2019 Client Satisfaction Survey scored a 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.

Our Strategic Approach

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 an amazing experience to their customers, while enhancing their brand and customer loyalty, at scale.

The services we provide for these clients are digital and traditional omni-channel capabilities. Our digital services 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 Philippines and Nearshore regions. Our model of winning high-growth, digitally-focused clients has contributed to the growth of our highest margin services in our highest margin regions.

Our Competitive Strengths and Differentiators

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 with no customer losses, has clearly established ourselves as a CX leader in today's digital economy. We do this through leveraging our key competitive strengths:

- *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.
- *Wave X Technology Solutions to drive performance and innovation* – ibex Wave X 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 X is a platform that spans the customer and agent lifecycle leveraging artificial intelligence into each stage of the customer lifecycle, from customer acquisition, to engagement, to surveys and analytics. Our proprietary technology, combined with our Wave Zero launch process enables us to accelerate “Speed to Green” for our clients and outperform our competition.
- *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 award and Great Places to Work for Women awards, but also by scoring at industry leading scores for employee Net Promoter in markets like Jamaica, Nicaragua and Bohol, Philippines where we are now the largest BPO provider.
- *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 only.
- *World-Class Global Delivery with significant growth in Nearshore & 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' sites in labor markets that are underpenetrated 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 CX delivery centers enable us to create a differentiated connection to our clients' brands and their customers. In addition, with a broad growing network of 33 CX delivery centers spread across multiple geographies, we provide much needed geographic diversity for our clients. In particular, significant investments made in nearshore sites, such as Jamaica and Nicaragua, enable us to offer untapped talent pools for high-quality service, proximity to home operations, competitive price points, and an existing brand affinity. From June 2019 to December 2021, we expect to have experienced 125% growth in nearshore/offshore capacity while shrinking our domestic capacity by more than 20%. As of October 1, 2021, 74% of our capacity reside in our high growth offshore and nearshore markets.

- *Great Operational performance that leads to high Client Satisfaction and Retention* – Our ability to build deep and trusted relationships with our clients is core to who we are. Since the end of our FY2018, we have successfully retained all of our top 20 clients, which represented approximately 95% of our revenue in FY18. In FY21, our total customer retention represented over 99% revenue retention. Additionally, we monitor customer satisfaction in the form of a NPS which is tracked through our ibex annual Client Satisfaction Survey. Based on ibex's 2019 Client Satisfaction Survey, we scored a NPS of 68 which indicates strong, mutually beneficial relationships with our clients built on the value clients place in our services and solutions and level of service we consistently deliver.

Our Growth Strategy

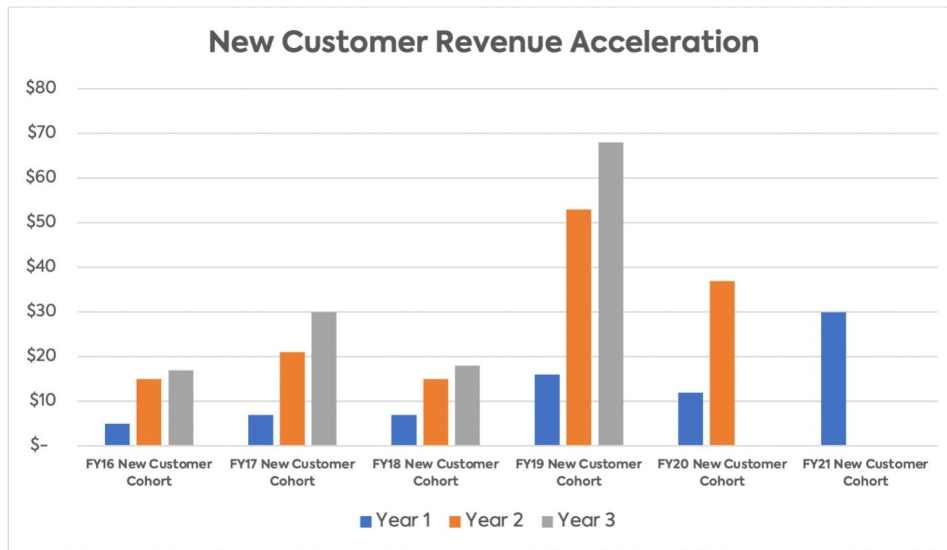
Our goal is to grow our position as a key strategic partner to leading digital-first clients that require outsourced customer engagement solutions, especially as they look to deliver amazing customer experiences to digitally native customers.

Since 2016 we have transformed our business from a traditional BPO providing commoditized call center support to a leading tech-led provider and partner of choice for the digital economy. Revenues from new clients won since FY2016 are approximately \$230 million and have increased at a 84% CAGR and an increase of 40% from FY20 to FY21. Most of this growth is delivered out of our highly profitable nearshore (Jamaica and Nicaragua) and Philippine's regions. Today these regions represent 74% of our total seats.

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. 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 Wave Zero launch model has become a competitive advantage for ibex in our land and expand approach. The result is a faster path to delivering results in the early stages of production resulting in a great position to expand quickly. This is evidenced by the revenues in year two of our client relationships increasing 2.5x to 3.5x of year one revenues, with continued strong growth into year three.

The following table illustrates the success we have had with our new customer engine and our land and expand strategy since FY16, as well as the acceleration of our new customer sales engine. The result for ibex is a business that has achieved 16 straight quarters of growth when measured versus prior year quarter:



Moving forward, our strategy for continued growth is based on the following key components:

- *Continue Winning Digital-First Blue Chip Clients* – We have been able to win marquee blue-chip brands that are looking to transform their customer engagement strategy through a more innovative and outcome-oriented focus. For these customers, our value proposition is primarily focused on acting as a partner to drive digital transformation in their existing operations. The imperative of digital engagement with a new type of consumer is even more urgent as these companies increasingly face-off against emerging, new economy companies. We have increasingly gained share in these relationships, often displacing existing incumbent providers.
- *Continue Winning the Leaders of the New Economy* – Our New Economy initiative combines our customer engagement, customer acquisition and CX capabilities into an integrated solution set that is focused on the needs of high-growth emerging technology markets. Our success in our New Economy vertical can be traced to its inception in 2016, when we began servicing a new client in the emerging technology space. We launched our New Economy initiative to help similar clients attain and support their high-growth objectives. New Economy customers are serviced out of our Philippines and nearshore regions, often with more digital support versus traditional voice support, producing generally higher margins.
- *Invest into and Grow our Strategic FinTech and HealthTech Verticals* –We have identified the FinTech and HealthTech industries as high-growth verticals with rapidly expanding digital CX needs. Within our FinTech practice, we intend to build on recent wins we have had with leading digital trading apps and crypto currency wallets. In HealthTech, we see significant opportunity to provide enhanced patient experience, revenue cycle management as well as medical coding and billing services.

- *Expand Service & Lines of Business with Current Clients* – The breadth of our solutions over the full customer lifecycle creates the ability to cross-sell each solution throughout our client base. Our client base has many large, global brands that have multiple lines of business across multiple geographies. Our typical model is to 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. We believe that the success of our initial launches has enabled our client teams to broaden our scope of engagement with these clients to include additional solutions within our suite of offerings.
- *Pursue strategic acquisitions* – Our acquisition strategy targets situations in which it is optimal to acquire versus build. It will primarily be focused on adding additional omni-channel capabilities, providing access to new geographies and acquiring technologies that further differentiate our solutions.

By offering technology-enabled customer interactions solutions and focusing on our strategies for growth, we believe we are well positioned to compete effectively in the customer engagement marketplace, continue to increase market share and capitalize on market growth.

Our Service Offerings

Whether in mature, high-growth or emerging industries, we provide clients with a compelling value proposition that combines a full spectrum of customer lifecycle solutions with a world-class global operations delivery model operating off of innovative technology.

The customer experience lifecycle, from acquisition to retention has become more challenging, complex and competitive for companies to manage, yet now more than ever before, CX is a key differentiator for so many companies.

Digitally transforming companies partner with ibex to optimize every interaction they have with their customers, ensuring a superior customer experience.

We have designed a differentiated suite of digital and operational solutions that seamlessly manages interactions throughout all phases of the customer lifecycle, across multiple channels, customized to a client’s specific needs.

Our technology solutions and outsourcing services help globally recognized companies enhance their brands, drive customer loyalty, and identify new revenue streams by customizing services that maximize touchpoints across the entire customer journey.

We provide our clients with differentiated solutions that combine a customer-obsessed employee culture, an industry-leading global delivery model, and innovative technology. The investments we have made have placed us in a strong competitive position with substantial first-mover advantages.

Our vertical industry expertise in retail, e-commerce, emerging technology, HealthTech, FinTech and other high-growth areas allows us to adapt our services and solutions for clients, further embedding us into their customer engagement lifecycle while delivering impactful business results.

Our services cover three areas: Digital & Omni-Channel Customer Experience (ibex Connect), Digital Marketing and E-Commerce (ibex Digital) and Digital CX surveys and analytics (ibex CX):

ibex Connect

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.

ibex Digital

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 some of the largest and fastest growing brands, helping them build new customer acquisition channels, increase acquired customers, and often do both at a reduced cost.

ibex CX

Our CX business measures, monitors and manages our clients' wholistic customer experiences. By offering a 360-degree CX approach, our clients harness the power of the data and customer feedback to differentiate themselves within today's "customer expectation economy. We enable our clients to improve retention of their customers, identify and manage service issues in real time, predict future behavior and outcomes, derive impact analysis scenarios and assign "action plans" throughout the enterprise.

Our Technology

The foundation for ibex service offerings is our WaveX technology platform, a differentiating set of proprietary purpose-built solutions across the customer and agent lifecycle that drive performance, speed to green and customer satisfaction.

Our technology helps clients drive insights and manage interactions across their entire customer journey.

Over the past five years, 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.

Our Flexible Operating Delivery Model

Companies seeking CX partners base their decisions in large part on the ability to provide a flexible, turnkey delivery model that offers a mix of onshore, nearshore, offshore and remote working capabilities. In the face of recent global events, companies need providers with the ability to shift their delivery rapidly between various location models.

Our global delivery model operates onshore, nearshore and offshore CX delivery centers, coupled with the ability to support work-at-home capabilities.

We operate state-of-the-art CX delivery centers in labor markets that are underpenetrated. This gives us a competitive advantage, retains our position in those labor markets as an employer of choice and delivers a highly scalable and cost-effective solution to our clients.

Our CX delivery centers enable us to create an environment where our customer service employees are highly immersed in our clients' brands, further promoting our customer-obsessed culture.

With a broad and growing global network of 33 CX delivery centers, we provide geographic diversity for our clients. Our significant investments in nearshore sites such as Jamaica and Nicaragua enable us to offer untapped talent pools capable of delivering superior CX at competitive price points, and in many cases, an existing brand affinity.



We have become the largest BPO employer in Jamaica and Nicaragua over the last five years with over 6,000 and 2,500 employees, respectively. In addition, we've become the largest provider and first mover in Bohol, Philippines, where we have over 1,800 employees. In fact, we are rated the number one digital CX outsourcer in each of those countries. We are also the largest BPO employer in Pakistan, which is a truly disruptive market for the industry.

We operate in the following geographies for our service offerings:

Customer Engagement

As of October 1, we operate 33 CX delivery centers located in the United States, the Philippines, Jamaica, Nicaragua, Pakistan, Senegal and the United Kingdom. As of June 30, 2021, we have more than 18,000 agents across these centers. We will be expanding our nearshore footprint in early FY22 as we launch in Honduras (Tegucigalpa).

Customer Acquisition

We operate three acquisition-focused Centers of Excellence, one in Jamaica and two in Pakistan, which are focused on customer acquisition on behalf of our clients. As of June 30, 2021, the number of agents dedicated to customer acquisition was more than 500.

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 artificial intelligence (AI) along with business analysts who provide various insights.

Our footprint is a strategic advantage, blending our site strategies for our clients between the Philippines, nearshore markets (Jamaica and Nicaragua), and in a disruptive market like Pakistan.

This provides our clients with a balance of quality, cost and BCP (Business Continuity Plan) having their business placed with us across multiple regions. Of our largest 25 clients, we service 20 across multiple regions creating great market diversification and BCP.

We also believe that providing services for our clients across multiple regions is a proxy for a partner oriented trusted relationship and is consistent with our “land and expand” client strategy.

Our deep client relationship and operation performance is also evidence of the fact that we have not lost a top 20 client since 2018 – a bar that is extremely difficult to attain, and we believe is unique to ibex. In fact, in our most recent client NPS survey, we attained a near industry gold standard of 68 NPS rating by our client base.

Key Market Opportunities

The estimated total current addressable market for ibex is well over \$100 billion, and is comprised of the following areas of opportunity:

- **Customer Engagement** - The largest portion of ibex’s addressable market is the customer care segment within the BPO industry, which makes up the largest portion of the company’s revenue. International Data Corporation (“IDC”), a leading information technology research firm, estimates that the worldwide business process outsourcing services revenue in 2020 was \$203.3 billion and expected to grow to \$231 billion in 2024. Within this market, the customer care segment is the largest horizontal market, with approximately \$77 billion of revenues in 2020 and expected to grow at a CAGR of 3.6% to \$88.6 billion in revenues by 2024. Within the United States, customer care BPO spend accounted for \$45 billion in 2020 and is expected to grow to \$51.6 billion by 2024.
- **Customer Acquisition** - ibex Digital is enabled primarily by digital marketing which is one of the fastest growing segments of the media advertising industry. According to eMarketer, a leading market research company, digital marketing will make up 43% of all advertising spending in 2020. A significant portion of this fast-growing market consists of outsourced customer acquisition specialists, who have primarily adopted a pay-for-performance business model in which advertisers only compensate marketers once a target consumer has taken a particular action, such as filling out an information form or completing a purchase of a product or service. E-marketer estimated that \$28 billion would be spent in 2020 on paid search in North America, ibex’s primary digital marketing channel, and is expected grow at a 10% CAGR from 2020 to 2023. The market is projected to continue to grow in the near term and is rapidly evolving due to increased expectations for BPO providers to innovate and constantly improve service quality.
- **CX Experience Management and Analytics** - With unprecedented access to technology, data and choices, consumers have elevated expectations about being heard, as well as how companies act and respond in real time. As consumers gravitate toward digital channels (websites, mobile and social media), enterprises are seeking more technologically advanced solutions to collect data in real time and harness insights yielded by advanced analytics performed on those data to provide customized customer experiences. Markets and Markets, a leading B2B market research firm, estimates that the global customer experience management market will grow at a 11.8% CAGR, from \$8.5 billion in 2020 to \$14.9 billion in 2025, with North America representing approximately \$3.0 billion of market share in 2020. Similarly, Market Research Future estimates that the global market for customer experience analytics will increase to \$12 billion by 2023.

Key Market Trends

Several trends are driving growth and transformation in the outsourced customer interactions market. 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.

The outsourced industry is undergoing a paradigm shift with blue chip clients pivoting toward technology-enabled marketplaces supporting an increasingly digitally native consumer base. This represents a key area for ibex to continue to capture market share.

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 looking for differentiation and simply better customer support. 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 participants that offer a flexible, technology-oriented, and integrated solution will be best positioned to address the following key industry trends:

- ***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.
- ***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.
- ***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 beginning to increasingly rely 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.
- ***Rise of Omni-Channel to Drive Consumer Centricity*** – Customer expectations and behaviors are changing dramatically with the evolution of technology such as smart phones, tablets and social media. This has accelerated the speed of consumer interaction with brands. Consumers expect the brands to meet their needs and preferences instantaneously in return for brand loyalty and a greater share of customer spend. To address this trend, brands are focused on providing a seamless experience via integration of all contact channels (chat, email, SMS, voice, etc.) to deliver customer-centric solutions in an omni-channel manner that maximize customer lifetime value.

- *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. 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.
- *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, clients are looking for the best provider in the market that they are considering, as opposed to one provider across all geographies. With recent global events, clients have indicated a heightened importance on the ability of providers to shift their delivery rapidly between various location models.
- *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 new economy 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.
- *Data and Analytics* – Enterprises 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 enabling 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.
- *Artificial Intelligence to Enhance Service Delivery* – With the increasing applicability of AI in enhancing business processes, the customer care industry is starting to integrate AI into its range of solutions.
- *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.
- *Solutions Catered to High-Growth Sectors* – The challenges that new economy "disruptors" consist of managing high growth within their customer base, while simultaneously maintaining a high-quality customer experience. In contrast to mature business models, new economy 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.

Company Recognition

The Company has received the following awards since 2018:



- 2020 Frost & Sullivan Nearshore Company of the year for Caribbean and Central America
- 2019 Nexus Illuminate Nearshore Company of the Year by Nearshore America's
- 2020 Best Place to Work for Nicaragua
- 2020 Best Place Work in Caribbean and Central America 2020
- 2021 Best Places for Women to Work in Caribbean and Central America 2021
- 2018 Customer Value Leadership Award for North America by Frost and Sullivan
- 2019 Growth Excellence Award by Frost and Sullivan

Our Clients

As of June 30, 2021, we had over 125 clients. Our clients fit primarily within two categories. The first 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 CLX technology suite to enable these clients to adapt in a changing environment that requires a different type of customer experience for digital-native consumers. The second category of clients we serve are digitally-driven “disruptors.” We refer to these clients as the “New Economy” companies. They tend to be faster-growing brands in high-growth industry verticals, such as (but not limited to) technology, e-commerce and consumer services. Our New Economy business is designed to meet these needs for new economy verticals and high-growth requirements, with a focus on launch, speed-to-performance and scale. While many of these New Economy clients are smaller, fast growing companies, there are several Fortune 500 companies within that group, such as Amazon and one of the leading ride-sharing companies in the United States. The success of our New Economy 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. While most other client verticals operate under economics typical of the outsourced customer care industry, the success of our New Economy business vertical is a result of differentiating factors such as its growth trajectory, its contribution to profitability and the greater propensity for these clients to leverage digital forms of service delivery. During the fiscal years ended June 30, 2021, 2020, and 2019, we derived 28.8%, 27.4%, and 22.0% of our consolidated revenue, respectively, from our New Economy clients.

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.

Our top three “legacy” clients (i.e., our top three clients as of the end of fiscal year 2020 and 2019) accounted for 34.2%, 43.7%, and 50.6% of our revenues for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. During fiscal year 2021, our third largest client as of June 30, 2020 was replaced with our fourth largest client. During the fiscal years ended June 30, 2021, 2020 and 2019, our top three clients as of June 30, 2021 represented 35.0%, 43.7%, and 50.6% of our consolidated revenue, respectively. We are focused on building deep client relationships at multiple levels within their businesses. Coupled with our ability to consistently perform at or above expectations, 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.

Client Contracts

On January 1, 2017, Ibox Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. ("TRGCS") entered into a services agreement with our top client measured by revenue as of June 30, 2020, to provide certain call center services pursuant to statements of work issued under such services agreement. There are two statements of work existing under the services agreement. The first statement of work, dated as of January 1, 2017, has TRGCS provide to the client a number of services, including, but not limited to, customer technical support. The first statement of work was extended on May 1, 2019 and expired by its terms on April 30, 2021. TRGCS currently continues to provide services to the client as governed by the services agreement while the client and TRGCS finalize a new statement of work. The second statement of work, dated as of January 1, 2017, has TRGCS provide to the client a number of services, including, but not limited to, general customer support and sales. This second statement of work was extended on October 1, 2018 and expired by its terms on June 30, 2021. TRGCS currently continues to provide services to the client as governed by the services agreement while the client and TRGCS finalize a new statement of work. The services agreement and any statements of work issued under the service agreement may be terminated, in whole or in part, with or without cause, by the client with at least 90 days prior written notice to TRGCS. Either party may terminate the services agreement and/or any statements of work issued under the service agreement upon an event of default. Both parties have agreed to indemnify the other party for certain losses or liabilities incurred in connection with the performance of services by TRGCS.

On December 10, 2013, TelSatOnline, LLC f/k/a TelSatOnline, Inc. ("TSO") entered into a marketing agent agreement with this client, pursuant to which we provide marketing and sales services, including, but not limited to, computer, security and technical support services. The term of this agreement automatically renews for successive one-year terms unless terminated by either party. The marketing agent agreement may be terminated by either party without cause upon 30 days written notice. In addition, the client may terminate the marketing agent agreement upon a breach or default by TSO after 30 days' prior written notice or immediately upon the occurrence of certain events set forth in the marketing agent agreement. The marketing agent agreement contains mutual indemnification provisions.

On August 12, 2014, TRGCS entered into a master service agreement with our second largest client measured by revenue as of June 30, 2020, to provide services pursuant to work orders issued under such master service agreement. This agreement replaced a prior agreement that was executed between the parties on December 4, 2009, as amended from time-to-time. On April 24, 2020, TRGCS executed a supplemental order with our second largest client, which is designed to provide consistency amongst multiple work orders and lines of business. The term of the supplemental order was made effective as of January 1, 2020 and will continue through December 31, 2022. There are two work orders existing under the master service agreements, and each are expressly subject to the new supplemental order. The first work order, originally dated as of April 1, 2016, was renewed and replaced with a new work order, effective as of January 1, 2020 and will continue through December 31, 2022, unless cancelled or terminated earlier pursuant to its terms. Under this work order, TRGCS provides our second largest client a number of services, including, but not limited to, inbound customer care, customer sales and retention, customer support, and third-party verification. This first work order was amended effective September 1, 2020 to add additional services and amend other terms. The second work order, originally dated as of February 1, 2017, was renewed and replaced with a new work order, effective as of July 1, 2020 and will continue through June 30, 2023, unless cancelled or terminated earlier pursuant to its terms. Under this second work order, TRGCS provides our second largest client a number of services, including, but not limited to, customer technical support and sales. The second work order was amended effective September 1, 2020 to add additional services and amend other terms, including updated pricing. A third work order was entered into pursuant to the January 1, 2020 supplemental order, effective September 1, 2020 and will continue through December 31, 2022. Under this third work order, TRGCS provides our client with services related to broadband and video. Our second largest client may terminate any or all work orders at any time, for convenience and without cause, upon 70 days written notice. Any or all work orders may also be terminated by either party upon a breach of the provisions of the master service agreements or any work orders issued under the master service agreements if such breach is not cured during a 10-day period, or if such breach is not curable or is a violation of certain laws, immediately upon notice of such breach. TRGCS has also agreed to indemnify our second largest client for certain losses or liabilities incurred in connection with the performance of the services by TRGCS.

On December 14, 2016, TSO entered into a service agreement with our second largest client to provide online sales and marketing services. This agreement continued through December 13, 2018 and the parties are currently continuing to operate under it notwithstanding its expiration, as confirmed by the client in writing. Either party may terminate this agreement at any time, without cause upon 30 days prior written notice, our second largest client may terminate the agreement immediately with respect to a particular market upon written notice if the client is no longer authorized to provide services in such particular market. Either party may terminate the agreement immediately (or after the failure to cure within 30-days to the extent a cure period is applicable) upon the occurrence of certain events specified in the agreement. TSO has also agreed to indemnify the client for certain losses or liabilities incurred by in connection with the performance of services by TSO. Pursuant to this agreement, TSO is paid on a commission basis per each sale. The amount of the commission for a sale depends on the product sold, and in some cases, the speed of the sale.

On May 22, 2017, TSO entered into a customer fulfillment referral agreement with a subsidiary of our second largest client, pursuant to which we serve as a commissioned customer referral contractor to market, advertise and promote the client's systems, services and programming. This agreement automatically renews for an unlimited number of successive one-year terms unless earlier terminated by either party. Either party may terminate the agreement, immediately upon the occurrence of certain events. Automatic termination is also provided for with respect to bankruptcy or cessation of either party's business. The parties have agreed to indemnify each other for certain losses or liabilities incurred in connection with the agreement. We are paid a commission for each qualifying subscriber referred the client. If a subscriber disconnects, cancels, terminates or fails to pay the client at any time within the first year after their initial subscription, the client is entitled to a discounted chargeback of that subscriber's commission depending on the timing of such termination of service. Additionally, the client pays us continuing service fees for our ongoing marketing, promotion and advertising of the client's services, as well as continuing service to referred customers. The amount of such continuing service fees depend on the level of our performance in a calendar quarter.

On July 1, 2017, Digital Globe Services, LLC (f/k/a Digital Globe Services, Inc.) ("DGS") entered into a customer referral agreement with a third-party organization, pursuant to which such organization will act as a commissioned customer referral contractor to market, advertise and promote our second largest client's systems, services and programming for an initial 3-year term, and on August 1, 2019, the parties amended the agreement, to extend the initial term through July 31, 2022. Pursuant to this agreement, the organization will refer potential customers to us which we will then refer to our client. We will pay a commission for the referral of each qualifying subscriber, and we are in turn paid a commission for the referral of each qualifying subscriber by our second largest client in accordance with the agreement. After the expiration of the initial term, this agreement automatically renews for an unlimited number of successive one-year terms unless earlier terminated by either party. Either party may elect to cancel the agreement for any reason, effective upon the expiration of the then-current term, by delivering written notice to the other party at least 60 days prior to such expiration. Either party may terminate the agreement with written notice and opportunity to cure and/or immediately upon the occurrence of certain events. DGS and the third-party organization have agreed to indemnify each other for certain losses or liabilities incurred in connection with the agreement.

Sales and Marketing

Our sales and marketing teams work closely together to drive awareness and adoption of our 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 CLX 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: telecommunications and cable, technology, retail, emerging and high-growth technology, healthcare, financial services and utilities. We have market heads of our key verticals, including a market head over our New Economy business vertical. 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.

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 clients in each vertical. In addition, they will often partner with our client services executives who have an intimate understanding of the client's business and needs, to actively identify and target additional cross-sell opportunities across the entire CLX lifecycle.

New Economy

The New Economy team is focused on penetrating a broader reach of unicorn and potential unicorn clients in the emerging technology and consumer services sector. Through our New Economy 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 new economy clients.

The sales process for a new client can be short or lengthy depending on the client. Generally, the sales process for our New Economy target clients is 30-60 days, while selling to larger blue-chip clients can range as long as 18 months.

Client Services Organization

Our client services organization 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 groups of clients that collectively provide scale to warrant the investment of client services overhead. A majority of the senior leadership of the client services organization 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 organization 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 organization and follow the same general sales process as the new logo organization.

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. 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 prospects our thought leadership in the CLX market, addressing the challenges facing enterprises across the full CLX 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: telecommunications, technology, cable / broadband, high-growth technology, healthcare and financial services. We engage with key decision makers outside of RFP 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 markets in which we compete are highly fragmented with the largest 10 providers for call center and BPO services representing approximately 30% of the total market. We believe this creates significant opportunity for a broad and differentiated provider like us. Although we do not believe any single competitor currently offers a directly comparable end-to-end CLX solution, we believe our integrated platform faces competition from a variety of companies which operate in distinct segments of the customer lifecycle journey. 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 customers experience 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.

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 registered or are registering various trademarks and service marks in the U.S. and/or other countries, including: Clearview (U.S. Reg. No. 5230123), IBEX Global (U.S. Reg. Nos. 4596647, 4424863, and 4588731), and IBEX (U.S. Reg. No. 6062663). 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. Many of the laws and regulations to which we are subject are still evolving and being tested in courts and could be interpreted in ways that could harm our business. 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 3D. "Risk Factors" for more information.

Certain Bermuda Law Considerations

As a Bermuda company, we are also subject to regulation in Bermuda. Among other things, we must comply with the provisions of the Companies Act regulating the declaration and payment of dividends and the making of distributions from contributed surplus.

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 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 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. The guidance as to how Bermuda authorities will interpret and enforce the Substance Act is pending, and we therefore cannot predict the potential impact of compliance or noncompliance on our results of operations and financial condition.

See Item 3D. "Risk Factors - Risks Related to Being Incorporated in Bermuda" for more information.

C. Organization Structure

Please refer to Exhibit 8.1 for a complete list of our subsidiaries and their ownership.

D. Property, plant and equipment

Facilities and Delivery

As of June 30, 2021, we operated 31 delivery centers in the following countries:

Country	Number of centers	Number of workstations
United States	6	2,153
Philippines	9	7,335
Pakistan	7	2,300
Jamaica	5	4,399
Nicaragua	2	1,510
Senegal	1	204
United Kingdom	1	15
Total	31	17,916

Leases for our delivery and data centers have a range of expiration dates from December, 2021 to September, 2028, and typically include a renewal option for an additional term.

Our executive management offices are located in Washington, D.C., which consist of approximately 2,000 square feet of office space subleased from TRGI, the term of which is set to expire on June 30, 2025. This facility currently serves as the headquarters for senior management and the financial, information technology and administrative departments. We will vacate this facility effective December 31, 2021.

We lease all of our facilities and do not own any real property. We will continue to procure additional space in the future as we continue to add employees and expand geographically.

ITEM 4A. UNRESOLVED STAFF COMMENTS

As of the date of filing of this annual report, we have no unresolved comments from the SEC.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

You should read the following discussion and analysis of our financial condition and results of operations together with “Selected Financial Data” and our audited consolidated financial statements and the related notes and other financial information included elsewhere in this annual report. The audited consolidated financial statements have been prepared in accordance with IFRS as issued by the IASB, which may differ in material respects from generally accepted accounting principles in other jurisdictions, including the United States. This discussion contains forward-looking statements that involve risks and uncertainties. You should review the “Risk Factors” and “Cautionary Statement Regarding Forward-Looking Statements” sections of this annual report for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

A. Operating Results

Overview

We are a leading provider of customer support services that helps drive extraordinary customer experiences for the world's most recognized brands. We combine our strong heritage of delivering world-class CX operations delivery with best-in-class 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 Wave X purpose-built technology platform, company culture and operational excellence, we help more than 125 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.

In June 2019, we spun off our health insurance acquisition business, which was a significant portion of our customer acquisition reporting segment. As a result, we now report our financial statements on a single segment basis as Business Process Outsource (BPO).

Key Factors Affecting Our Performance

We believe that the following factors have affected our results of operations for the year ended June 30, 2021.

COVID-19

Client demand for our services remained robust despite the Pandemic, with the exception of one client whose volumes were significantly negatively impacted by the lockdowns caused by COVID-19. The high level of client demand reflects the nature of our client base, where the Pandemic increased demand for customer support, and as a result, our client pricing remained stable, and in some cases, we were able to win client bonuses related to operational execution.

From a financial perspective, during fiscal year 2020, we incurred \$6.1 million (net of client reimbursements), including \$4.8 million for temporary housing, meals and transportation for over 1,600 employees in the Philippines during lockdowns that shut down public transportation. In fiscal year 2021, we invested approximately \$13 million in employee health, safety and wellness to help identify, slow and stop the spread of the virus in our facilities. Those investments included transportation for our employees to and from our facilities, high-grade disinfection of our CX delivery centers, appropriate social distancing measures, technology investment to contract trace and curb spread, and company-paid vaccinations.

We believe that the Pandemic presents both medium term risks and opportunities for our business. Any weakening of the economy could have an impact on consumer demand for goods and services, thus impacting demand from consumer-facing businesses for customer support. On the other hand, our client base has a heavy preponderance of companies that either provide online services or are enablers of the online economy, and a prolongation of consumer online activity due to the Pandemic is likely to result in continued demand for services from our clients.

For additional details on the effect of COVID-19 on our performance, see “Item 3D. Risk Factors—Risks Related to Our Business—The COVID-19 pandemic has adversely impacted our business and results of operations. The ultimate impact of COVID-19, the Delta variant and other mutations, on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States, governmental authorities in our international sites and our clients in response to the pandemic.”

Client Concentration

Our revenues are heavily dependent upon our key client relationships. Our top three “legacy” clients (i.e., our top three clients as of the end of fiscal year 2020 and 2019) accounted for 34.2%, 43.7%, and 50.6% of our revenues for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. During fiscal year 2021, our third largest client as of June 30, 2020 was replaced with our fourth largest client as of June 30, 2020. Our top three clients as of June 30, 2021 accounted for 35.0%, 43.7%, and 50.6% of our revenue for the fiscal years ended June 30, 2021, 2020, and 2019, respectively. We have actively pursued the diversification of our client base as demonstrated by the decrease in revenue concentration of our top three clients as a percentage of our revenue.

A number of factors related to client activity that have impacted our revenues during the three years ended June 30, 2021 are discussed below:

New Client Wins

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 3.5x revenue in the second year of the engagement, and have continued revenue growth into the third year.

Outsourcing Strategy

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. 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. 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. 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.

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. In addition to our growth due to new client wins, our revenues have increased with our existing clients as a result of performance-based market share gains.

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, coupled with an increase 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 vendor consolidation, growth investment focus and overall business environment, which can result in short term revenue volatility for providers.

Product Cycles

Many of our clients regularly upgrade their product or service mix, which impacts their demand for CLX service. For example, one of our largest clients has, in recent years, followed a product release cycle which results in demand spikes that can vary in volume depending on product complexity and customer demand.

Pricing

Our revenues are dependent upon both volumes and unit pricing for our various CLX services. Client pricing is often expressed in terms of a base price as well as, in limited cases, with bonuses and occasionally penalties depending upon our achievement of certain client objectives. While base pricing during the three fiscal years ended June 30, 2021 was largely stable, we did experience periodic fluctuations based upon achievement of bonuses or incurring of penalties.

Within our customer engagement solution, 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 decline in absolute revenues; however, margins tend to increase, in percentage and often in absolute terms, as compared to onshore service delivery.

Factors Affecting our Operating Profit Margins

A number of factors have affected our operating profit margins during the three fiscal years ended June 30, 2021, 2020, and 2019 as follows:

Capacity Utilization

As a significant portion of our customer interaction services are performed by customer-facing agents located in delivery facilities, our margins are impacted by the level of capacity utilization in those facilities. We incur substantial fixed expenses 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 our geographic delivery location mix has continued to shift toward offshore and nearshore locations, we have invested in additional facilities in Jamaica, Nicaragua and the Philippines, with that additional capacity being gradually absorbed during the last three fiscal years. As a result, our margins have continued to increase over time reflecting the positive impact of the increase in capacity utilization of those facilities.

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 the current economic up-cycle in the United States, competition for contact center agents has been increasing from other sectors of the economy and has resulted in upwards wage pressure. Over time, we have offset these wage increases with higher agent quality and increased productivity, leading to financial improvements. Furthermore, our overall labor cost as a percentage of revenue has decreased due to the aforementioned shift in delivery location from onshore delivery centers to nearshore and offshore centers. Our payroll and related costs have steadily decreased, representing 66.9%, 68.2%, and 69.1% as a percentage of revenue, for the fiscal years ended June 30, 2021, 2020, and 2019, respectively.

Attrition Among Customer Facing Agents

The delivery center 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. Attrition in the United States, though high as compared to other regions, has decreased in FY21 year over year mainly driven by work at home agents' deployment. Conversely, our Customer Acquisition solution and our offshore and nearshore operations have historically experienced low levels of turnover. Other considerations such as company culture, work conditions and general employee morale are key factors that impact employee turnover.

Delivery Location

We generate significantly greater profit margins from our work carried out by agents located in offshore and nearshore geographies compared to our work carried out from locations in the United States. As a result, our operating margins are significantly 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 increased to 73.9% from 66.7% as of June 30, 2021 and 2020, respectively.

Inelasticity of Labor Costs Relative to Short-Term Variations in Client Demand

As our business depends on maintaining large numbers of agents to service our clients' business needs, we tend not to terminate agents on short notice in response 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. Furthermore, any termination of our employees also generally involves the incurrence of significant additional costs in the form of severance payments or early notice periods to comply with labor regulations in the various jurisdictions in which we operate our business, all of which would have an adverse impact on our operating profit margins. Similarly, we do tend to delay increases in overall headcount upon increases in short-term demand, preferring to increase agent utilization and compensating agents for the increased workload. Accordingly, these factors constrain our ability to adjust our labor costs for short-term declines in demand, but also allow us to realize significant margin accretion upon short term increases in demand that can be handled by our existing workforce. These factors are especially relevant in situations where we are paid by clients based upon actual work performed, rather than upon the number of agents made available to perform client work.

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.

COVID-19

In fiscal year 2021, we incurred approximately \$13 million of additional costs for employee health, safety and wellness to help identify, slow and stop the spread of the virus in our facilities. As long as the Pandemic persists, we expect to continue incurring these costs to maintain healthy workplaces and employees.

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 respective foreign currencies, principally the local currencies of the Philippines, Jamaica, Pakistan and Nicaragua. During the three fiscal years ended June 30, 2021, out of our total employee benefits expenses, 26.2%, 24.7%, and 20.3%, respectively, were incurred in the Philippine Pesos, 12.7%, 12.7%, and 10.0%, respectively, were incurred in the Jamaican Dollar and 8.8%, 7.3%, and 7.0%, respectively, 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 3D. Risk Factors" and Note 22.1.2 to our audited consolidated financial statements included at the end of this annual report.

Seasonality

Our business performance is subject to seasonal fluctuations. Within our customer engagement solution, 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.

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. From fiscal year 2016 to fiscal year 2021, our number of workstations in offshore and nearshore locations increased at a CAGR of 21%.

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 the Pandemic started, we have enabled work at home seats, which have expanded significantly and this capability has become a key part of our delivery model.

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. In fiscal year 2020, during the height of the Pandemic, we saw capacity utilization over 100% in the nearshore region due primarily to a higher work at home employee population and / or higher on-site workstation seat turns.

The following table displays our capacity utilization by region for the fiscal years ended June 30, 2021, 2020, and 2019, respectively.

As of June 30, 2021			
	Total Production Workstations	In Use	Utilization %
Offshore	7,335	5,195	71 %
Nearshore	5,909	5,213	88 %
US	2,153	1,773	82 %
Rest of world ⁽¹⁾	2,519	1,528	61 %
Total	17,916	13,709	77 %

As of June 30, 2020			
	Total Production Workstations	In Use	Utilization %
Offshore	6,170	4,453	72 %
Nearshore	3,743	3,878	104 %
US	2,513	2,226	89 %
Rest of world ⁽¹⁾	2,430	1,894	78 %
Total	14,856	12,451	84 %

	As of June 30, 2019		
	Total Production Workstations	In Use	Utilization %
Offshore	4,440	3,890	88 %
Nearshore	2,900	2,600	90 %
US	3,129	2,179	70 %
Rest of world ⁽¹⁾	2,430	2,180	90 %
Total	12,899	10,849	84 %

(1) Rest of world includes workstations in Pakistan, Senegal and the United Kingdom.

Workstation Seat Turns

A single workstation has the potential to be used for multiple shifts. We define Workstation Seat Turn as the average number of shifts that a workstation is used. On average, our “voice only” business operates at approximately 1.3 onsite Workstation Seat Turns while our “digital and omni-channel” business attains more than 1.6 onsite Workstation Seat Turns, resulting in a higher profitability from the digital workstation. As our integrated omni-channel business has increased, so has our overall Workstation Seat Turns.

Throughout fiscal year 2021, our Workstation Seat Turns were negatively impacted by the safety protocols that were necessary as a result of the Pandemic. For more information, please see “Risk Factors—The COVID-19 pandemic has adversely impacted our business and results of operations. The ultimate impact of COVID-19, the Delta variant and other mutations, on our business, financial condition and results of operations will depend on future developments which are highly uncertain and cannot be predicted at this time, including the scope and duration of the pandemic and actions taken by federal, state and local governmental authorities in the United States, governmental authorities in our international sites and our clients in response to the pandemic.”

Components of Results of Operations

Revenue

A substantial majority of revenues in our contact center solution are based upon a price per unit of time or customer interaction. In such case, we either charge (1) a base rate per unit of time (i.e., per hour worked or per minute interacting with customers) that an agent is engaged in servicing the client’s customers or (2) an overall rate per customer interaction (i.e., price per call handled). Base rates could be adjusted up or down depending upon our performance against metrics agreed upon with each client.

A substantial majority of digital services revenues is generated under a fee-per-customer arrangement in which clients pay a fixed commission for each customer that we successfully acquire on their behalf. In some cases, we also receive a commission payment upon the annual renewal of that acquired customer. We also receive incentive payments upon the achievement of certain volume thresholds.

Operating Expenses

Payroll and Related Costs

Payroll and related costs consist of salaries, incentive compensation and employee benefits for all employees. The majority of this category relates to personnel engaged in client-facing service delivery, including delivery center agents, supervisors and other operations personnel of a client-facing nature. These costs will generally increase in proportion to our revenue. The remaining expenses in this category relate to salaries, incentive compensation and employee benefits for full-time employees in our accounting, finance, human resources, legal, strategy, sales, marketing, client services, administrative and executive management functions. While these costs also generally increase in relation to our revenue, they do so at a lower rate and are semi-fixed in nature.

Share-based Payments

Share-based payments consist primarily of costs related to the issuance of equity awards under our various equity compensation plans. For further details, see "Critical Accounting Estimates and Judgments."

Reseller Commission and Lead Expenses

Reseller commission and lead expenses consist of the costs of generating or purchasing leads, which are expenses directly associated with acquiring new customers. These costs will generally increase in proportion to revenues from our digital solution and are therefore variable costs. Within this solution, we either generate our own leads or purchase leads from third parties, and then use our telephone-based sales agents to convert these leads into actual sales for our clients. We are then paid by our clients upon validation and confirmation of that sale. When we generate our own leads, we often do so pursuant to an online search that results in an interested visitor on our web properties, in which case we pay the search engine provider. When we purchase leads from outside providers, we do so from companies that originate leads for a variety of marketing purposes and sell them to companies such as us. All our expenses associated either with the internal generation of leads or the purchase of leads from third party providers are classified as lead expenses.

Depreciation and Amortization

Depreciation and amortization relates to the depreciation of property, plant and equipment, right-of-use assets, and amortization of our software licenses and other definite lived intangibles.

Other Operating Costs

Other operating costs (recurring and non-recurring) including rent and utilities, telecommunication, repairs and maintenance, travel, housing, meals, local transportation, insurance, legal and professional, as well as other miscellaneous expenses. These costs will generally increase in relation to our revenue, although at a lower rate than variable expenses. This category also includes certain other expenses such as goodwill and intangibles impairment, foreign exchange gain or loss and allowance for expected credit losses.

Income / (Loss) from Operations

Income / (loss) from operations is our earnings before interest and taxes and is a measure of our income / (loss) from ordinary operations. Income (loss) from operations is calculated as revenues minus total operating expenses.

Finance Expenses

Finance costs consist principally of interest and other expenses paid on right of use leases, short- and long-term loans and borrowings, interest accrued on the redeemable preferred shares and convertible preferred shares, and interest and expenses on current account overdrafts.

Income Tax (Expense) / Benefit

Income tax (expense) / benefit consists of the corporate income tax to be paid on our corporate profit, including deferred tax.

Net income / (loss) for the year, continuing operations

Net income / (loss) for the year, continuing operations, for the period consists of total loss for the period from continuing operations.

Net income on discontinued operation, net of tax

Net income on discontinued operation, net of tax, for the period consists of total income for the period from discontinuing operations, net of tax.

Net income / (loss) for the year

Net income / (loss) for the year consists of total income/(loss) for the period from continuing operations and from discontinued operations.

Results of Operations

Consolidated Statement of Profit or Loss

The following summarizes the results of our operations for the fiscal years ended June 30, 2021, 2020, and 2019:

<i>US\$ in thousands</i>	Fiscal Year ended June 30,		
	2021	2020	2019
Revenue	\$ 443,662	\$ 405,135	\$ 368,380
Payroll and related costs	296,799	276,255	254,592
Share-based payments	4,521	359	4,087
Reseller commission and lead expenses	13,749	17,328	27,877
Depreciation and amortization	28,197	24,472	20,895
Fair value adjustment	9,732	3,138	(364)
Other operating costs	76,865	64,070	54,488
Income / (loss) from operations	\$ 13,799	\$ 19,513	\$ 6,805
Finance expenses	(9,034)	(9,428)	(7,709)
Income / (loss) before taxation, continuing operations	\$ 4,765	\$ 10,085	\$ (904)
Income tax (expense) / benefit	(1,918)	(2,315)	(3,615)
Net income / (loss) for the year, continuing operations	\$ 2,847	\$ 7,770	\$ (4,519)
Net income on discontinued operation, net of tax	—	—	15,484
Net income / (loss) for the year	\$ 2,847	\$ 7,770	\$ 10,965

Fiscal Years Ended June 30, 2021 and 2020

Revenue

Our revenue was \$443.7 million in fiscal year 2021, an increase of \$38.5 million, or 9.5%, compared to the prior year. Since our shift to the digital-first marketplace in fiscal year 2016, the clients we have won now make up more than \$230 million, or 52%, of our current revenues. We partner with approximately 75% of these clients to provide integrated omni-channel solutions which we believe make our relationships with them stronger and more defensible. Our global operational excellence and client-first focus has yielded a 40% annual revenue growth rate over fiscal year 2020 for these clients. We won 23 new clients during the year, primarily in the Retail and E-Commerce, FinTech and HealthTech verticals. Of the 23 new clients won in fiscal year 2021, 22 launched during the year, contributing nearly \$30 million of revenue in the year, and on average, clients won in the current year typically contribute approximately 2.5 to 3.5 times in the subsequent year. Our client concentration continues to improve. In the fiscal year ended June 30, 2021, our top three clients as of June 30, 2021 represented 35.0% of overall revenue, down from 43.7% in the prior year, exiting the year at 31.3% in the fourth quarter. By vertical market, Retail and E-Commerce increased to 19.6% of annual revenue, compared to 16.8% in the prior year. FinTech and HealthTech, where we made strategic investments in early fiscal year 2020, increased significantly to 19.3% combined in the fourth quarter, which is a sequential quarter increase from 14.5% and an increase from 9.8% in the fourth quarter of fiscal year 2020. Conversely, telecommunications decreased to 29.3% of annual revenue, exiting the year at 24.9% in the fourth quarter.

Operating Expenses

The Company incurred costs related to COVID-19 of approximately \$13 million (\$8.3 million non-recurring) and \$7 million (all non-recurring), in fiscal years 2021 and 2020, respectively, for employee health, safety and wellness to help identify, slow and stop the spread of the virus in our facilities, including local transportation for our employees to and from our facilities, high-grade disinfection of our CX delivery centers, appropriate social distancing measures, contract tracing, and company-paid vaccinations. Non-recurring costs are defined as those that are expected to end once the Pandemic subsides, whereas recurring costs are defined as those that may have already been occurring but due to the Pandemic have increased in amount, or new expenses that were necessary due to the Pandemic but that the Company now considers best practice and expects to continue to incur into the future regardless of the Pandemic.

Total operating expenses were \$429.9 million in fiscal year 2021, an increase of \$44.3 million, or 11.5%, compared to last year. The increase in operating expenses was primarily due to an increase in payroll and related cost by \$20.5 million, an increase in the fair value adjustment related to the Amazon warrant of \$6.6 million, an increase in share-based payments of \$4.2 million, an increase in other operating expenses by \$12.8 million, partially offset by a decrease in reseller commissions and lead expenses by \$3.6 million. COVID-19 related expenses and incremental ongoing costs associated with our recent listing as a public company contributed to increased operating expenses in the current fiscal year as compared to the prior year.

Payroll and related costs were \$296.8 million in fiscal year 2021, an increase of \$20.5 million, or 7.4%, compared to the prior year. As a percent of revenue, payroll costs decreased to 66.9% compared to 68.2% in the prior year. This decrease was primarily driven by the headcount growth in our nearshore and offshore regions as a percent of overall headcount growth as demand for services in those regions continues to increase. In addition, in fiscal year 2021, \$1.9 million in non-recurring local transportation allowances were paid to offshore employees because of COVID-19 disruptions that did not exist in the prior year.

Share-based payment expenses were \$4.5 million in the fiscal year ended June 30, 2021, an increase of \$4.2 million, compared to the prior year. The increase in share-based payments expense was primarily related to recently issued option grants.

Reseller commissions and lead expenses were \$13.7 million in the fiscal year ended June 30, 2021, a decrease of \$3.6 million, or 20.7%, compared to the prior year. The decrease was primarily due to a changing sales mix to products with higher net margins and to lower year over year revenue associated with this expense.

Depreciation and amortization expense increased \$3.7 million (including an increase in right of use depreciation of \$1.9 million), or 15.2%, to \$28.2 million in the current year compared to the prior year. The increase in depreciation and amortization was primarily related to the expansion of existing and opening of new delivery centers in the Philippines and Jamaica. As a percentage of revenue, depreciation and amortization expense has increased slightly, to 6.4% in the current year compared to 6.0% in the prior year.

The increase in the fair value adjustment related to the Amazon warrant was primarily related to our recent initial public offering and the related increase in the share price compared to the prior year.

The increase in other operating costs was primarily attributable to a \$9.8 million increase in local transportation expenses (\$8.3 million related to COVID-19 for nearshore and offshore delivery centers and \$1.5 million related to nearshore delivery centers), \$4.5 million of additional facilities expenses related to new delivery centers, \$2.2 million related to work-at-home technology solutions, and incremental ongoing costs related to our recent listing as a public company, offset by a \$6.3 million decrease in travel and housing primarily due to COVID-19 restrictions.

Income / (loss) from operations

Income from operations was \$13.8 million compared to \$19.5 million in the fiscal year ended June 30, 2020. The decrease was primarily due to strong revenue growth driven by digital-first clients, expanding margins due to expansion in nearshore and offshore regions, along with increasing onshore margins, and some operating leverage, offset by higher expenses related to COVID-19, an increase in the fair value of the Amazon warrant and share-based payment expense, and incremental ongoing costs related to our recent listing as a public company.

Finance Expenses

Finance expenses were \$9.0 million in the fiscal year ended June 30, 2021, a decrease of \$0.4 million compared to the same period in 2020. During the year, the Company paid off high interest rate borrowings and leases, which was partially offset by additional interest expense on new facilities leases.

Income Tax Expense

Income tax expense was \$1.9 million in fiscal year ended June 30, 2021, a decrease of \$0.4 million compared to the \$2.3 million income tax expense during the prior year. The effective tax rate was negatively impacted in the current year primarily due to an increase in the fair value adjustment of the Amazon warrant in a non-taxable jurisdiction.

Net income / (loss) for the year, continuing operations and net income for the year

As a result of the factors described above, net income for the year, continuing operations, was \$2.8 million in the fiscal year ended June 30, 2021, a decrease of \$4.9 million, compared to \$7.8 million in the prior year.

Fiscal Years Ended June 30, 2020 and 2019

Revenue

Our revenue was \$405.1 million for the fiscal year ended June 30, 2020, an increase of \$36.8 million, or 10.0%, compared to the fiscal year ended June 30, 2019. The increase in revenue was due to a strong performance of our contact center services. \$12.3 million of this increase was attributable to revenue from twenty-four new clients onboarded during fiscal year 2020 (versus twenty-two new clients onboarded during fiscal year 2019) and another \$37.3 million resulted from continuing ramps from clients onboarded in fiscal year 2019. The growth in our revenue was offset by a decline in revenue of \$13.7 million from a client in one of the mature industry sectors that we serve where a strategic decision was made by management to wind down our activity on this lower-margin line of business mid-year in fiscal year 2019, which we have replaced with higher margin business (albeit at a lower revenue level).

Operating Expenses

Total operating expenses were \$385.6 million in the fiscal year ended June 30, 2020, an increase of \$24.0 million, or 6.7%, compared to the same period in 2019. The increase in operating expenses was primarily due to an increase in payroll and related cost by \$21.7 million or 8.5%, other operating costs (including COVID-19 related costs of \$7.1 million) by \$13.1 million or 24.2%, and depreciation and amortization by \$3.6 million, or 17.1%, compared to the same period in 2019, and partially offset by a decrease in share-based payments by \$3.7 million, or 91.2%, and reseller commission and lead expenses by \$10.5 million, or 37.8%, compared to the same period in 2019.

Payroll and related costs were \$276.3 million in the fiscal year ended June 30, 2020, an increase of \$21.7 million, or 8.5%, compared to the same period in 2019. As a result of improved operational efficiency, payroll costs decreased as a percentage of revenue from fiscal year 2019 to fiscal year 2020.

Share-based payments were \$0.4 million in the fiscal year ended June 30, 2020, a decrease of \$3.7 million, or 91.2%, compared to the same period in 2019. The decrease in share-based payments was due primarily to share-based expense related to the 2017 IBEX Plan of \$4.2 million recorded in 2019 (including the accelerated expense of \$3.3 million recorded upon cancellation of such plan in 2019) offset by the share-based payment expense of new Long Term Incentive Plan (LTIP) of \$0.3 million.

Reseller commissions and lead expenses were \$17.3 million in the fiscal year ended June 30, 2020, a decrease of \$10.5 million, or 37.8%, compared to the same period in 2019, primarily as a result of an improvement in operational efficiencies resulting from an increase in sales conversion rates (\$3.7 million) and our choice to exit an unprofitable contract towards the end of fiscal year 2019 (\$6.8 million).

Depreciation and amortization expense was \$24.5 million in the fiscal year ended June 30, 2020, an increase of \$3.6 million, or 17.1%, compared to the same period in 2019. The increase in depreciation and amortization was due to an increase in depreciation expense of right-of-use assets by \$2.0 million and \$1.6 million increase in depreciation of other assets primarily due to facilities expansion.

The fair value adjustment related to the Amazon warrant increased \$3.5 million due to an increase in the fair market value of the Company's share price and the number of shares expected to vest year over year.

Other operating costs were \$64.1 million in the fiscal year ended June 30, 2020, an increase of \$9.6 million, or 17.6% compared to the same period in 2019. The increase in other operating costs was primarily attributable to an increase in facilities expense of \$4.3 million (including COVID related costs of \$1.0 million), an increase in rent and utilities of \$1.5 million, an increase in travel and housing of \$1.6 million (including COVID related temporary housing of \$3.9 million and a decrease in normal travel of \$2.2 million), an increase in local transportation of \$1.8 million (including COVID related local transportation costs of \$1.4 million), a decrease in legal and professional settlements (offset COVID related costs of \$0.8 million), and other expenses including an increase in impairment of intellectual property assets of \$0.6 million.

Income / (loss) from operations

As a result of the above, income from operations was \$19.5 million in the fiscal year ended June 30, 2020, an increase of \$12.7 million, compared to \$6.8 million income from operations recognized during same period in 2019. Our operating profit margin increased from 1.8% in fiscal year 2019 to 4.8% in fiscal year 2020.

The significant improvements in income from operations and operating profit margin in fiscal year 2020 were driven by several factors. First, our nearshore geographies attained scale during fiscal year 2019 and resulted in significant operating leverage in those geographies that had not been fully achieved in prior years. Second, our overall increase in revenue in fiscal year 2020 took place without the need to add significant additional capacity, which had a positive impact upon profitability levels. We also invested significantly in our operational management capabilities towards the end of fiscal year 2019 and upgraded our global operations leadership. The sharpened focus on operational efficiencies in fiscal year 2020 resulted in increased operating margins. We have continued to exercise significant control over our fixed costs across all geographies as well as shared fixed costs, which has resulted in increased operating leverage with increasing revenues. During fiscal year 2020, we also benefited from higher margins associated with our growth from nearshore and offshore delivery centers, as compared to our onshore delivery centers.

Finance Expenses

Finance expenses were \$9.4 million in the fiscal year ended June 30, 2020, an increase of \$1.7 million compared to the same period in 2019.

The increase in finance expenses was due primarily to additional finance expenses on right-of-use leases added during the year.

Income Tax (Expense) / Benefit

Income tax expense was \$2.3 million in fiscal year ended June 30, 2020, a decrease of \$1.3 million compared to the \$3.6 million income tax expense during the same period in 2019. The decrease in tax expense was primarily attributable to a non-recurring deferred tax expense of \$3.1 million related to the cancellation of the 2017 IBEX Plan recognized in fiscal year ended June 30, 2019.

Net income / (loss) for the year, continuing operations

As a result of the factors described above, net income for the year, continuing operations, was \$7.8 million in the fiscal year ended June 30, 2020, an increase of \$12.3 million, compared to a \$4.5 million net loss for the year, continuing operations, during the same period in 2019.

Net income on discontinued operation, net of tax

As a result of the operations of Etelequote Limited, a discontinued operation, net income on discontinued operation, net of tax, was nil in the fiscal year ended June 30, 2020, and \$15.5 million, during the same period in 2019. For more information about our disposition of Etelequote Limited, refer to Note 30.2 to our audited consolidated financial statements included at the end of this annual report.

Net income / (loss) for the year

As a result of the factors described above, net income for the year was \$7.8 million in the fiscal year ended June 30, 2020, compared to \$11.0 million net income for the year during the same period in 2019. Notwithstanding net income on discontinued operations, net of tax, net income rose by \$12.3 million compared to 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 depict the true performance of the business by encompassing only relevant and controllable 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 and have limitations as analytical tools and should not be considered in isolation or as a substitute for analysis of our operating results as reported under IFRS as issued by the IASB. Non-GAAP financial measures and ratios are not measurements of our performance, financial condition or liquidity under IFRS as issued by the IASB 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 IFRS as issued by the IASB or any other generally accepted accounting principles.

Adjusted net income / (loss) from continuing operations

We define “adjusted net income / (loss) from continuing operations” as net income / (loss) less net income from discontinued operation, net of tax, before the effect of the following items: non-recurring expenses (including litigation and settlement expenses, costs related to COVID-19, and listing costs), amortization of warrant asset, foreign exchange gains or losses, fair value measurement of share warrants, share-based payments, gain or loss on disposal of fixed assets and/or lease terminations, and impairment of intangibles, as applicable, net of the tax effect of such adjustments.

We use adjusted net income and pro forma adjusted earnings per share from continuing operations 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 and pro forma adjusted earnings per share from continuing operations 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 and pro forma adjusted earnings per share from continuing operations may be widely used by investors, securities analysts and other interested parties as a supplemental measure of performance.

Adjusted net income and pro forma adjusted earnings per share from continuing operations may not be comparable to other similarly titled measures of other companies and has 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 IFRS as issued by the IASB. Because of these limitations, you should consider adjusted net income and pro forma adjusted earnings per share from continuing operations in conjunction with other IFRS-based financial performance measures, including net income from operations, net income / (loss), and our other IFRS financial results.

The following table provides a reconciliation of adjusted net income to our net income / (loss) from continuing operations for the periods presented:

US\$ in thousands, except share and per share amounts, unaudited	2021		Year ended June 30, 2020		2019	
	Amount	Per Share	Amount	Per Share	Amount	Per Share
Net income	\$ 2,847	\$ 0.16	\$ 7,770	\$ 0.60 ^(e)	10,965	\$ 0.88 ^(e)
Net income on discontinued operation, net of tax	-	-	-	-	15,484	1.24
Net income / (loss) from continuing operations	\$ 2,847	\$ 0.16	\$ 7,770	\$ 0.60^(e)	(4,519)	\$ (0.36)
Non-recurring expenses	10,203	0.58	6,482	0.50	4,239	0.34
Amortization of warrant asset	517	0.03	705	0.05	643	0.05
Foreign currency translation loss / (gain)	198	0.01	(195)	(0.02)	1,274	0.10
Fair value measurement of share warrants	9,732	0.55	3,138	0.24	(364)	(0.03)
Share-based payments ^(a)	4,521	0.26	359	0.03	4,087	0.33
Gain on disposal of fixed assets	-	-	(10)	(0.00)	(140)	(0.01)
Gain on lease terminations	(923)	(0.05)	-	-	-	-
Impairment of intangibles	-	-	777	0.06	163	0.01
Total adjustments	\$ 24,248	\$ 1.37	\$ 11,256	\$ 0.87	9,902	\$ 0.79
Tax impact of adjustments ^(b)	(3,519)	(0.20)	(1,977)	(0.15)	(2,572)	(0.21)
Adjusted net income and adjusted earnings per share from continuing operations	\$ 23,576	\$ 1.34	\$ 17,049	\$ 1.32	2,811	\$ 0.23
Adjusted net income margin from continuing operations	5.3%		4.2%		0.8%	
Weighted average shares outstanding - diluted	17,649,446	\$ 1.34	12,936,962	\$ 1.32	12,461,182	\$ 0.23
Dilutive impact of shares issued on August 7, 2020 ^(c)	-	\$ -	3,199,609	\$ (0.23)	3,199,609	\$ (0.04)
Dilutive impact of preferred share conversion on August 7, 2020 ^(c)	-	\$ -	1,785,565	\$ (0.13)	1,785,565	\$ (0.02)
Dilutive impact of share-based compensation and the Amazon warrant ^(c)	735,475	\$ (0.06)	462,785	\$ (0.03)	938,565	\$ (0.02)
Pro forma adjusted weighted average shares outstanding - diluted and pro forma adjusted earnings per share from continuing operations - diluted^(d)	18,384,921	\$ 1.28	18,384,921	\$ 0.93	18,384,921	\$ 0.15

(a) Includes phantom stock expense

(b) The tax impact of each adjustment is calculated using the effective tax rate in the relevant jurisdiction.

(c) Represents the dilutive impact of:

- (i) an incremental 3,199,609 weighted average shares outstanding for the year ended June 30, 2021, respectively, as a result of our initial public offering completed on August 7, 2020,
- (ii) an incremental 1,785,565 shares outstanding due to the conversion of preferred shares to common shares in connection with our initial public offering on August 7, 2020 and
- (iii) incremental weighted average shares outstanding resulting from vesting of awards under share-based compensation plans and vesting of the Amazon warrant, using the treasury stock method (as applicable) during the periods presented.

(d) We provide "pro forma adjusted earnings per share from continuing operations – diluted" to illustrate the impact on the calculation of adjusted earnings per share of taking into account the dilutive impact of the shares issued in our initial public offering on August 7, 2020, the dilutive impact of the preferred share conversion on August 7, 2020, and the dilutive impact related to vesting of awards under share-based compensation plans and the Amazon warrant on the calculation of weighted average shares outstanding – diluted, resulting in pro forma adjusted weighted average shares outstanding – diluted. We have used 18,384,921 shares, the pro forma adjusted weighted average shares outstanding – diluted for year ended June 30, 2021, to calculate pro forma adjusted earnings per share from continuing operations – diluted for the year ended June 30, 2020. We believe that pro forma adjusted earnings per share from continuing operations – diluted is useful information for investors because it enhances comparability between the current period and prior periods. This non-GAAP measure will be recalculated each reporting period based on the pro forma adjusted weighted average shares outstanding – diluted for the latest reporting periods. Therefore, pro forma adjusted earnings per share from continuing operations – diluted in future periods may differ from pro forma adjusted earnings per share from continuing operations – diluted presented in prior periods. Pro forma adjusted earnings per share from continuing operations – diluted may not be comparable to other similarly titled measures of other companies, has 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 IFRS as issued by the IASB.

(e) See Note 20 to our audited consolidated financial statements included in elsewhere in this annual report for additional information regarding the calculation of basic and diluted earnings / (loss) per share attributable to equity holders of the parent and weighted average shares outstanding – basic and diluted. For the periods noted, the amount represents net income divided by the weighted average shares outstanding – diluted for the period presented.

Adjusted EBITDA from continuing operations

We define “EBITDA from continuing operations” as net income for the year, less net income on discontinued operation, net of tax, before the effect of the following items: finance expenses (including finance expense related to right-of-use lease liabilities), income tax expense, and depreciation and amortization (including depreciation on right-of-use assets), as applicable. We define “Adjusted EBITDA from continuing operations” as EBITDA from continuing operations before the effect of the following items: non-recurring expenses (including litigation and settlement expenses, costs related to COVID-19, and listing costs), amortization of warrant asset, foreign currency translation gains or losses, fair value measurement of share warrants, share-based payments, gain or loss on disposal of fixed assets and/or lease terminations, and impairment of intangibles, as applicable.

We use Adjusted EBITDA from continuing operations 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 EBITDA from continuing operations is a meaningful indicator of the health of our business as it reflects our ability to generate cash that can be used to fund capital expenditures and growth. Adjusted EBITDA from continuing operations also disregards non-cash or non-recurring charges that we believe are not reflective of our long-term performance. We also believe that Adjusted EBITDA from continuing operations is widely used by investors, securities analysts and other interested parties as a supplemental measure of performance and liquidity.

Adjusted EBITDA from continuing operations may not be comparable to other similarly titled measures of other companies and has 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 IFRS as issued by the IASB. 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. Adjusted EBITDA from continuing operations does not reflect cash capital expenditure requirements for such replacements or for new capital expenditure requirements;
- Adjusted EBITDA from continuing operations is not intended to be a measure of free cash flow for our discretionary use, as it does 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 Adjusted EBITDA from continuing operations for similarly titled measures differently, which reduces its usefulness as a comparative measure.

Because of these and other limitations, you should consider Adjusted EBITDA from continuing operations in conjunction with other IFRS-based financial performance measures, including cash flows from operating activities, investing activities and financing activities, net (loss) / income and our other IFRS financial results.

The following table provides a reconciliation of Adjusted EBITDA from continuing operations to net income / (loss) from continuing operations for the years presented:

US\$ in thousands	Year ended June 30,		
	2021	2020	2019
Net income for the year	\$ 2,847	\$ 7,770	\$ 10,965
Net income on discontinued operation, net of tax	—	—	15,484
Net income / (loss) from continuing operations	\$ 2,847	\$ 7,770	\$ (4,519)
Finance expense	9,034	9,428	7,709
Income tax expense	1,918	2,315	3,615
Depreciation and amortization	28,197	24,472	21,805
EBITDA from continuing operations	\$ 41,996	\$ 43,985	\$ 28,610
Non-recurring expenses	10,203	6,482	4,239
Amortization of warrant asset	517	705	643
Foreign currency translation loss / (gain)	198	(195)	1,274
Fair value measurement of share warrants	9,732	3,138	(364)
Share-based payments ^(a)	4,521	359	4,087
Gain on disposal of fixed assets	—	(10)	(140)
Gain on lease terminations	(923)	—	—
Impairment of intangibles	—	777	163
Adjusted EBITDA from continuing operations	\$ 66,244	\$ 55,241	\$ 38,512
Adjusted EBITDA from continuing operations margin	14.9 %	13.6 %	10.5 %

(a) Includes phantom stock expense

Adjusted EBITDA from Continuing Operations Margin

We calculate "Adjusted EBITDA from continuing operations margin" as Adjusted EBITDA from continuing operations divided by revenue. Our Adjusted EBITDA from continuing operations margin for the fiscal years ended June 30, 2021, 2020, and 2019 was 14.9%, 13.6%, and 10.5%, respectively. The increase in adjusted EBITDA from continuing operations margin was primarily due to strong revenue growth driven by digital-first clients, expanding margins due to expansion in nearshore and offshore regions, along with increasing onshore margins, and an increase in operating leverage, partially offset by higher recurring expenses related to COVID 19 and incremental ongoing costs related to our recent listing as a public company during the three-year period ended June 30, 2021.

Critical Accounting Estimates and Judgments

The preparation of financial statements in accordance with IFRS as issued by the IASB requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the periods then-ended. Accounting estimates require the use of significant management assumptions and judgments as to future events, and the effect of those events cannot be predicted with certainty. The accounting estimates will change as new events occur, more experience is acquired and more information is obtained. We evaluate and update our assumptions and estimates on an ongoing basis and use outside experts to assist in that evaluation when we deem necessary. Our significant accounting policies, which may be affected by our estimates and assumptions, are discussed further in Note 2.5 to our audited consolidated financial statements (critical accounting estimates and judgments) included at the end of this annual report.

In the process of applying our accounting policies, we have made the following estimates and judgments which are significant to the audited consolidated financial statements:

Critical Accounting Estimates

Impairment of intangibles

Goodwill: The calculation for considering the impairment of the carrying amount of goodwill requires a comparison of the recoverable amount of the cash-generating units to which goodwill has been allocated, to the value of goodwill and the associated assets in the consolidated statement of financial position. The calculation of recoverable amount requires an estimate of the future cash flows expected to arise from the cash generating unit. Judgment is applied in selection of a suitable discount rate and terminal value. The key assumptions made in relation to the impairment of goodwill are set out in Note 4 to our audited consolidated financial statements included at the end of this annual report.

Indefinite Lived Intangibles (patent and trademarks): The indefinite lived intangibles are tested for impairment by comparing their carrying amount to the estimates of their fair value based on estimates of discounted cash flow method. In those instances where the carrying value of an asset exceeds its recoverable amount (i.e. the higher of value in use and fair value less costs to sell), the asset is written down accordingly. For more information see Note 5 to our audited consolidated financial statements included at the end of this annual report.

Impairment of financial assets

We apply the IFRS 9 simplified approach to measuring expected credit losses using a lifetime expected credit loss provision for trade receivables and contract assets. To measure expected credit losses on a collective basis, trade receivables and contract assets are grouped based on similar credit risk and aging. The contract assets have similar risk characteristics to the trade receivables for similar types of contracts. For more information see Note 22 to our audited consolidated financial statements included at the end of this annual report.

Depreciation and amortization

Estimation of useful lives of property and equipment and intangible assets: We estimate the useful lives of property and equipment and intangible assets based on the period over which the assets are expected to be available for use. The estimated useful lives of property and equipment and intangible assets are reviewed periodically and are updated if expectations differ from previous estimates due to physical wear and tear, technical or commercial obsolescence and legal or other limits on the use of the assets. For more information see Note 5 and 6 to our audited consolidated financial statements included at the end of this annual report.

Market value of common shares / fair market value of warrants

The Company is listed on a public marketplace (NASDAQ) as of June 30, 2021, the Company used the Black-Scholes valuation model to calculate the fair value of the share options/awards on the grant date and to calculate the fair value of warrants. The calculation of fair value includes the price per share, expected term, expected volatility, expected dividends and the risk-free interest rate.

As we were not listed on a public marketplace as of June 30, 2020, the calculation of the market value of our common shares was subject to a greater degree of estimation in determining the basis for any share awards that we may issue.

For purposes of determining the historical share-based compensation expense, we used the Monte Carlo simulation to calculate the fair value of the restricted stock awards (the "RSAs") on the grant date as we were not listed on a public marketplace. The determination of the grant date fair value of the RSAs using a pricing model is affected by estimates and assumptions regarding a number of complex and subjective variables. These variables include the estimated fair value of the common shares, the expected price volatility of the common shares over the expected term of the RSAs and exercise and cancellation behaviors, each of which are estimated as follows:

- Fair value of our common shares. As our common shares were not publicly traded as of June 30, 2020, we estimated the fair value of the common shares, as discussed in “Valuations of Common Shares” below.
- Volatility. Since there was no trading history for our common shares as of June 30, 2020, the expected price volatility for the common shares was estimated using the average historical volatility of the shares of our industry peers as of the grant date of our RSAs over a period of history commensurate with the expected life of the awards. To the extent that volatility of the share price increases in the future, the estimates of the fair value of the awards to be granted in the future could increase, thereby increasing share-based payment expense in future periods. When making the selection of the industry peers to be used in measuring implied volatility of the RSAs, we considered the similarity of their products and business lines, as well as their stage of development, size and financial leverage. We intend to continue to consistently apply this process using the same or similar public companies until a sufficient amount of historical information regarding the volatility of our own share price becomes available, or unless circumstances change such that the identified companies are no longer similar to us, in which case, more suitable companies whose share prices are publicly available would be utilized in the calculation.
- Expected life of the RSAs. We calculated the weighted-average expected life of the RSAs to be four years based on management’s best estimates regarding the effect of vesting schedules. RSAs granted may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Valuations of Common Shares

Given the absence of an active market for our common shares as of June 30, 2020, we were required to estimate the fair value of our common shares at the time of each grant. We considered objective and subjective factors in determining the estimated fair value of our common shares on each RSA grant date. Factors considered by us included the following:

- third-party valuations of our common shares;
- the lack of marketability of our common shares;
- our historical and projected operating and financial performance;
- our introduction of new services;
- our stage of development;
- the global economic outlook and its expected impact on the business;
- the market performance of comparable companies; and
- the likelihood of achieving a liquidity event for the common shares underlying the awards, such as our initial public offering or sale, given prevailing market conditions.

We determined valuations of our common shares for purposes of granting awards through a two-step valuation process described below. We first estimated the value of our equity. We utilized the income and market approaches to estimate our equity value. Then, our equity value was allocated across our various equity securities to arrive at a value for the common shares. The income approach, which relies on a discounted cash flow (“DCF”) analysis, measures the value of a company as the present value of its future economic benefits by applying an appropriate risk-adjusted discount rate to expected cash flows, based on forecasts of revenue and costs.

We used two forms of the market approach to determine a fair market value for its equity: (i) the guideline public company method (the “GPCM”), and (ii) the merger and acquisition method (the “MAM”).

The GPCM involves the review of pricing and performance information for public companies deemed generally similar to a subject company and subject to similar industry dynamics. The MAM consists of a review of transactions involving similar companies over the last five years. The valuation conclusion was based on the income approach (using DCF analysis), GPCM, and MAM. We assigned more weight to the DCF as it better reflected our operations and placed less weight to the GPCM and MAM. More specifically, less weight was assigned to the MAM as compared to the GPCM given the limited number of transactions involving comparable companies, which made the MAM less meaningful relative to the GPCM.

For each valuation report, we first prepared a financial forecast to be used in the computation of the enterprise value using the income approach. The financial forecasts took into account our past experience and future expectations. Second, the risks associated with achieving these forecasts were assessed in selecting the appropriate discount rate. There is inherent uncertainty in these estimates. Third, we allocated the resulting equity value among the securities that comprise our capital structure. The aggregate value of the common shares was then divided by the number of common shares outstanding to arrive at the per share value.

Since the fair value of our common shares has been determined partially by using the DCF analysis, the valuations have been heavily dependent on our estimates of revenue, costs and related cash flows. These estimates are highly subjective and may change frequently based on both new operating data as well as various macroeconomic conditions that impact our business. Each of the valuations was prepared using data that was consistent with our then-current operating plans that we were using to manage our business.

In addition, the DCF calculations are sensitive to highly subjective assumptions that we were required to make relating to its financial forecasts and the selection of an appropriate discount rate, which was based on our estimated cost of equity.

Our discount rate was determined based on the stage of development at each valuation date and was quantified based on a risk-free discount rate for government debt, capital markets risk, our sector and size.

We granted 2,373,374 restricted share awards at a fair value of \$0.61 per restricted common share in December 2018. The fair value of the restricted common shares was based on a Monte Carlo simulation, which can be considered a form of the probability weighted expected return method ("PWERM"), using an equity value as determined via the income approach (present value of discounted cash flows) and the market approaches (guideline public company method and mergers and acquisition method).

On December 22, 2018, the preference shares were entitled to an aggregate of \$149.2 million in participating and non-participating preference. This amount was significantly higher than our fair value as determined by the Board of Directors as of November 30, 2018 on the basis of the independent valuation referred to in the previous paragraph. Because the common shares are not entitled to any distribution until the applicable preferences are satisfied, the fair value of the common shares was significantly lower than the fair value of the preference shares on November 30, 2018.

Fair market value of warrants

The Company accounts for the warrants to purchase its common shares in accordance with the provisions of IAS 32 – Financial Instruments: Presentation and IFRS 9 – Financial Instruments. The Company classifies as assets or liabilities any contracts that (i) require net-cash settlement (including a requirement to net-cash settle the contract if an event occurs and if that event is outside the control of the Company) or (ii) gives the counterparty a choice of net-cash settlement or settlement in shares (physical settlement or net-share settlement).

The Company assessed the classification of the warrant as of the date it was issued and determined that such instruments met the criteria for liability classification. The warrant is reported on the consolidated statement of financial position as a liability at fair value using the Black-Scholes valuation method. The initial value was recorded on the consolidated statements of financial position with the common shares underlying the warrant which have vested recorded as contra revenue and the remainder recorded to long term assets.

The total fair value of the warrant liability is determined at the end of each reporting period by multiplying the fair value of a warrant by the total number of warrants that are expected to vest under the arrangement based on the satisfaction of the specified revenue milestones provided in the warrant. The total number of warrants that are expected to vest is based upon the cumulative revenues that are expected, as determined at the end of each reporting period, to be earned from Amazon during a period of 7.5 years ending on June 30, 2024.

- The share price.
- The strike price.
- Volatility determined based on historical prices of our shares.
- The duration, which has been estimated as the difference between the valuation date of the warrant plans and final exercise date.
- The risk free interest rate.

Given the absence of an active market for the common shares as of June 30, 2020, the Company is required to estimate the fair value of its common shares at the time of each grant.

The Company considers a variety of factors in estimating the fair value of its common shares on each measurement date, including:

- the Company's historical and projected operating and financial performance;
- the Company's introduction of new products and services;
- the Company's completion of strategic acquisitions;
- the Company's stage of development;
- the global economic outlook and its expected impact on the Company's business; and
- the market performance of comparable companies.

The asset will be amortized on a systematic basis over the life of the arrangement as revenue is recognized for the transfer of the related goods or services. The Company will review the asset on a reporting period basis to determine whether an impairment is required. In the event that an impairment is needed, the Company will reduce the asset and offset to revenues.

Additionally, the Company will also require the calculation of the fair market value of the warrants associated with the Amazon transaction. For factors used in determining the fair value of the warrants refer to Note 28 to our audited consolidated financial statements included at the end of this annual report.

Legal provisions

We review outstanding legal cases following developments in the legal proceedings and at each reporting date, in order to assess the need for provisions and disclosures in the audited consolidated financial statements. Among the factors considered in making decisions on provisions are the nature of litigation, claim or assessment, the legal process and potential level of damages in the jurisdiction in which the litigation, claim or assessment has been brought, the progress of the case (including the progress after the date of the audited consolidated financial statements but before those statements are issued), the opinions or views of legal advisers, experience on similar cases and any decision of our management as to how it will respond to the litigation, claim or assessment. Refer to Note 16 to our audited consolidated financial statements included at the end of this annual report.

Judgments

Leases

In some cases, judgment may be required in determining whether a contract contains a lease. This assessment involves the exercise of judgment about whether it depends on specific lease, whether we obtain substantially all the economic benefits from the use of that asset and whether we have the right to direct the use of that asset. In addition, determining the lease term, we consider all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options (or periods after termination options) are only included in the lease term if the lease is reasonably certain (in accordance with lease contracts) to be extended (or not terminated). The lease liability is measured at the present value of the lease payments discounted using the interest rate implicit in the lease. If the implicit rate cannot be readily determined, we use an incremental borrowing rate specific to the country, term and currency of the contract.

Staff retirement plans

The net defined benefit pension scheme assets or liabilities are recognized in our consolidated statement of financial position. The determination of the position requires assumptions to be made regarding future salary increases, mortality, discount rates and inflation. The key assumptions made in relation to the pension plans are set out in Note 14.1 to our audited consolidated financial statements included at the end of this annual report.

Share-based payments

The share-based payments expense is recognized in our consolidated statement of profit or loss and comprehensive income. The key assumptions made in relation to the share-based payments are set out in Note 19 to our audited consolidated financial statements included at the end of this annual report.

Provision for taxation

We are subject to income tax in several jurisdictions and significant judgment is required in determining the provision for current and deferred income taxes. During the ordinary course of business, there are transactions and calculations for which the ultimate tax determination is uncertain. As a result, we recognize tax liabilities based on estimates of whether additional taxes and interest will be due. Although we believe that our tax positions are supportable, these tax positions could still be challenged by the tax authorities upon review. We believe that our accruals for tax liabilities are adequate for all open audit years based on our assessment of many factors, including past experience and interpretations of tax law. Management evaluates the recoverability of deferred income tax assets by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies, which heavily rely on estimates. This assessment relies on estimates and assumptions and may involve a series of complex judgments about future events. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact current and deferred income tax expense in the period in which such determination is made.

The key assumptions made in relation to tax provisioning are set out in Note 18 to our audited consolidated financial statements included at the end of this annual report.

B. Liquidity and Capital Resources

Our principal sources of liquidity are cash and cash equivalents, cash flows from operations, and borrowings under credit facilities, described in more detail below in "Financing Arrangements." We use these resources to finance our operations, expand current delivery centers and 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. 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, and availability under our existing revolving credit facilities and other financing arrangements will be sufficient to meet our liquidity requirements for at least the next twelve months.

As of June 30, 2021 and 2020, the unused availability under our revolving credit facilities and lines of credit was \$33.6 million and \$22.0 million, respectively.

Cash Flows

The following discussion highlights our cash flow activities during the fiscal years ended June 30, 2021, 2020 and 2019.

<i>US\$ in thousands</i>	Year ended June 30,		
	2021	2020	2019
Net cash inflow / (outflow) from			
Operating activities	\$ 25,897	\$ 51,719	\$ 2,202
Investing activities	(20,173)	(4,835)	(9,084)
Financing activities	30,429	(33,867)	2,552
Effects of exchange rate difference on cash and cash equivalents	(181)	(20)	(316)
Net increase / (decrease) in cash and cash equivalents	\$ 35,972	\$ 12,997	\$ (4,646)
Cash and cash equivalents at beginning of the period	21,870	8,873	13,519
Cash and cash equivalents at the end of the period	\$ 57,842	\$ 21,870	\$ 8,873

Cash and cash equivalents

As of June 30, 2021, we had cash and cash equivalents of \$57.8 million, including \$6.9 million located outside of the United States, and \$3.0 million that is subject to certain local regulations on repatriation. As of June 30,

2020, we had cash and cash equivalents of \$21.9 million, including \$7.0 million located outside of the United States, and \$2.2 million that is subject to certain local regulations on repatriation. Our cash position as of June 30, 2021 was improved primarily as a result of our initial public offering in August 2020, which raised net proceeds of \$63.1 million.

Cash Flows from Operating Activities

Net cash inflow from operating activities during the year ended June 30, 2021 was \$25.9 million compared to \$51.7 million during the year ended June 30, 2020. The change in net cash inflow from operating activities was primarily driven by an improvement in operating results offset by an increase in trade receivables related to a large client reverting to standard payment terms, timing of cash payments for trade payables and an increase in cash taxes paid in fiscal year 2021.

Net cash inflow from operating activities during the fiscal year ended June 30, 2020 was \$51.7 million compared with net cash inflow of \$2.2 million during the fiscal year ended June 30, 2019. The increase in net cash inflow from operating activities was primarily attributable to the increase in net income before taxation of \$10.1 million for the year ended June 30, 2020 and to the accelerated collection of receivables related to a large client.

Net cash inflow from operating activities during the fiscal year ended June 30, 2019 was \$2.2 million compared with net cash outflow of \$5.7 million during the fiscal year ended June 30, 2018. The increase in net cash inflow from operating activities was primarily attributable to the increase in our revenue and collection thereof.

Cash Flows from Investing Activities

During the year ended June 30, 2021, we expended \$20.2 million on investing activities, primarily related to the purchase of property and equipment of \$19.4 million and purchase of intangible assets of \$1.5 million. A significant portion of our investing activities was related to the expansion of two existing delivery centers in Nicaragua and the Philippines and the opening of four new delivery centers in Jamaica, Nicaragua, and the Philippines.

During the fiscal year ended June 30, 2020, we expended \$4.8 million on investing activities, primarily related to the purchase of property and equipment of \$4.3 million and purchase of intangible assets of \$1.0 million. A significant portion of our investing activities was related to the opening of one new delivery center located in the Nicaragua and two new delivery centers located in the Philippines.

During the fiscal year ended June 30, 2019, we expended \$9.1 million on investing activities, primarily related to the purchase of property and equipment of \$5.6 million and purchase of intangible assets of \$0.6 million. A significant portion of our investing activities was related to the opening of one new delivery center located in the Nicaragua and one new delivery center located in the Philippines. In addition, \$3.6 million represents the cash adjustment related to our disposition of Etelequote Limited.

Cash Flows from Financing Activities

Net cash inflow from financing activities of \$30.4 million during the year ended June 30, 2021 was primarily related to net proceeds of \$63.1 million from our IPO, payments of \$1.1 million in listing costs, a \$0.8 million net increase in our line of credit, net repayment of borrowings of \$9.4 million and related party loans of \$1.6 million, the payment of \$17.5 million on lease obligations (including \$5.5 million prepayments on high interest leases), and a dividend distribution of \$4.0 million to our principal shareholder.

Net cash outflow from financing activities of \$33.9 million cash during the fiscal year ended June 30, 2020 primarily reflected proceeds from line of credit of \$127.6 million, repayments of line of credit \$142.1 million, proceeds from borrowings of \$1.0 million, repayment of borrowings of \$8.0 million, and the payment of \$12.2 million on lease obligations. This was also partially offset by the dividend distribution of \$0.1 million.

Net cash inflow from financing activities of \$2.6 million cash during the fiscal year ended June 30, 2019 primarily reflected proceeds from line of credit of \$168.7 million, repayments of line of credit \$162.9 million, proceeds from borrowings of \$36.6 million, repayment of borrowings of \$6.1 million, repayment of related party loans of \$1.2 million and the payment of \$10.5 million on lease obligations. This was also partially offset by the repayment of \$14.5 million on private placement notes, the redemption of \$6.0 million of senior preferred shares and dividend distribution of \$1.6 million.

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

Free cash flow from continuing operations

We define "free cash flow from continuing operations" as net cash provided by operating activities plus cash outflow from operations – discontinued operations, less cash capital expenditures (net of cash capital expenditures – discontinued operations).

<i>US\$ in thousands, unaudited</i>	Year ended June 30,		
	2021	2020	2019
Net cash provided by operating activities	\$ 25,897	\$ 51,719	\$ 2,202
Add: Impact of discontinued operations	-	-	13,396
Less: Cash capital expenditures	20,823	5,265	6,234
Add: Capital expenditures related to discontinued operations	-	-	867
Free cash flow from continuing operations⁽¹⁾	\$ 5,074	\$ 46,454	\$ 10,231

(1) Excluded from free cash flow from continuing operations are the principal portion of right-of-use lease payments of \$10.8 million, \$9.1 million, and \$8.5 million for the years ended June 30, 2021, 2020, and 2019, respectively. We believe it is useful to consider these payments when analyzing free cash flow from continuing operations as these amounts directly relate to revenue generating assets used in operations.

Free cash flow from continuing operations between fiscal years 2021 and 2020 decreased to \$5.1 million from \$46.5 million in the prior year, driven by a decrease in net cash provided by operating activities primarily due to an increase in our trade receivables balance as one of our larger clients reverted to standard payment terms towards the end of fiscal year 2021, as well as an increase in cash capital expenditures of \$15.6 million, including new capacity with social distancing requirements.

The increase in free cash flow from continuing operations between fiscal years 2020 and 2019 was primarily due to increasing net income before taxation drive by strong revenue growth and strong collections primarily driven by one of our larger clients.

Dividend to TRGI

On July 21, 2020, our board of directors approved a one-time dividend of \$4.0 million to our shareholders reflecting a portion of the cash generation from the business during fiscal year 2020. The dividend was paid on July 24, 2020 to TRGI, the holder of our Series A preferred share (outstanding prior to its automatic conversion into common shares in connection with our initial public offering), which was entitled to a dividend preference that expired upon conversion of the Series A preferred share to common shares upon the completion of our initial public offering.

Financing Arrangements

We are party to a number of financing arrangements with banks, financial institutions and lessors that serve to meet our liquidity requirements. These arrangements include credit facilities, lines of credit, receivables financing arrangements, term loans, right-of-use leases, and financing leases. The following is a summary of

our principal financing arrangements. For more information, refer to Note 13 to our audited consolidated financial statements included at the end of this annual report.

PNC Credit Facility

In November 2013, our subsidiary Ibex Global Solutions, Inc. (formerly known as TRG Customer Solutions, Inc.) entered into a three-year \$35.0 million revolving credit facility (as amended, the "PNC Credit Facility") with PNC Bank, N.A. ("PNC"). In June 2015, the maximum revolving advance amount under the PNC Credit Facility was increased to \$40.0 million, with an additional \$10.0 million of incremental availability (subject to PNC's approval and satisfaction of conditions precedent) and the maturity date was extended to May 2020. In December 2018, the PNC Credit Facility maximum revolving advance amount was increased to \$45.0 million. In May 2019, the PNC Credit Facility was amended to include the following: the maximum revolving advance amount was increased to \$50.0 million, with an additional \$10.0 million of availability (in \$5.0 million increments) subject to satisfaction of conditions precedent, and the maturity date was extended to May 2023. 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. Borrowings under the PNC Credit Facility bear interest at LIBOR plus a margin of 1.75% and/or negative 0.5% of the PNC Commercial Lending Rate for domestic loans. The PNC Credit Facility is guaranteed by IBEX Global Limited and secured by substantially all the assets of Ibex Global Solutions, Inc., Digital Globe Services, LLC, TelSatOnline, LLC, 7 Degrees, LLC, and iSky, LLC. The PNC Credit Facility balance as of June 30, 2021 and 2020 was \$22.3 million and \$19.8 million, respectively.

In June 2016, the PNC Credit Facility was amended to add a Term Loan A of \$6.0 million, which was drawn down in full, and a Term Loan B of \$4.0 million (subject to satisfaction of conditions precedent), which was never drawn down and cancelled. In November 2016, the PNC Credit Facility was amended by adding a Term Loan C of \$16.0 million which was drawn down in full with \$6.0 million applied to repay in full Term Loan A. Term Loan C bears interest at LIBOR plus a margin of 4.00% and is required to be repaid in 54 equal monthly instalments (commencing January 1, 2017). The balance of Term Loan C was nil and \$2.4 million as of June 30, 2021 and 2020, respectively.

Receivables Financing Agreement with Citibank, N.A.

In June 2015, our subsidiary, Ibex Global Solutions, Inc., entered into a supplier agreement with Citibank, N.A. (the "Citibank Receivables Financing Agreement"). Pursuant to the Citibank Receivables Financing Agreement, Citibank provides payment to Ibex Global Solutions, Inc. for accounts receivable owed to Ibex Global Solutions, Inc. from one of our largest clients and its various subsidiaries and affiliates located in the United States. All payments from Citibank to Ibex Global Solutions, Inc. are subject to a discount charge. The discount rate used to calculate the discount charge is the product of (i) the LIBOR rate for the period most closely corresponding to the number of days in the period starting from and including the date the proceeds are remitted by Citibank to Ibex Global Solutions, Inc. (the "Discount Acceptance Period") plus 1.40% per annum and (ii) the Discount Acceptance Period divided by 360. The discount charge during the fiscal year ended June 30, 2021 and 2020 averaged approximately 0.17% and 0.33% of net sales, respectively.

Receivables Financing Agreement with Seacoast National Bank

In July 2011, a subsidiary of the Group, iSky, Inc., entered into a purchasing agreement (the "Seacoast Receivables Financing Agreement") with the predecessor to Seacoast National Bank ("Seacoast"). Pursuant to the Seacoast Receivables Financing Agreement, Seacoast provides payment to iSky, Inc. for up to \$1.5 million of accounts receivable owed to iSky, Inc. All payments from Seacoast to iSky, Inc. are subject to a discount of 1.0% for receivables outstanding 30 days or less and an additional 0.5% for each additional 15 days that such receivable is outstanding. The average discount during the fiscal year ended June 30, 2021 was approximately 1.8% (June 30, 2020: 1.2%) of net sales. Under the Seacoast Receivables Financing Agreement, Seacoast may also advance an amount up to 85% of iSky, Inc.'s receivables to iSky, Inc. at a rate of LIBOR plus 7.0%.

The Seacoast Receivables Financing Agreement requires iSky, Inc. to sell \$0.2 million of receivables per month to Seacoast, subject to a penalty based on the discount fee if such minimum is not met. The Seacoast Receivables Financing Agreement is automatically renewed for successive 12-month periods unless terminated in accordance with its terms. As June 16, 2021, the company has terminated the Receivables Financing Agreement.

Loans with First Global Bank Limited

In January 2018, our subsidiary IBEX Global Jamaica Limited entered into a \$1.4 million non-revolving demand loan with First Global Bank Limited. The loan bears interest at a fixed rate of 7.0% per annum for the term of the loan, has a maturity date of January 2023, and is required to be repaid in 54 equal monthly installments (commencing six months after the drawdown date). The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. The balance of the loan was \$0.5 million and \$0.8 million, as of June 30, 2021 and 2020, respectively.

In November 2018, our subsidiary IBEX Global Jamaica Limited entered into a \$1.2 million non-revolving demand loan with First Global Bank Limited. The loan bears a variable interest at 6-month LIBOR plus a margin of 5.26%, subject to a floor of 7.0% per annum, for the term of the loan. The loan is to be paid in 60 equal monthly installments, triggering a bullet payment after 36 months, with an option to renew for an additional 24 months, with an overall maturity in January 2023. The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. The balance of the loan was \$0.7 million and \$0.9 million, as of June 30, 2021 and 2020, respectively.

In October 2019, our subsidiary, IBEX Global Jamaica Limited, entered into a \$0.8 million non-revolving demand loan with First Global Bank Limited. The loan bears a fixed interest rate of 7%. The loan is to be paid in 36 equal monthly instalments. The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets plus the assignment of peril insurance for the replacement value over the charged assets. The balance of the loan was \$0.4 million and \$0.6 million, respectively.

In March 2020, our subsidiary, IBEX Global Jamaica Limited, entered into a \$0.6 million non-revolving demand loan and a \$2 million non-revolving demand loan with First Global Bank Limited. Each loan bears interest at a fixed rate of 7.0% per annum for the term of the loan. Each loan is to be paid in 36 equal monthly instalments, commencing 30 days after the first disbursement of loan funds. The loan is guaranteed by IBEX Global Limited and secured by substantially all of the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. The balance of the \$0.6 million non-revolving demand loan is \$0.4 million and \$0.6 million, as of June 30, 2021 and 2020, respectively. The balance of the \$2 million non-revolving demand loan is \$1.2 million and nil as of June 30, 2021 and 2020, respectively.

Heritage Bank of Commerce Credit Facility

In March 2015, the Group's subsidiaries, Digital Globe Services, Inc., TelSatOnline, Inc. and DGS EDU, LLC entered into a one-year \$3.0 million loan and security agreement (the "HBC Loan Agreement") with Heritage Bank of Commerce ("HBC"). In March 2016, the HBC Loan Agreement was amended to increase the credit line capacity to \$5.0 million and extend its maturity date until March 31, 2018, subject to collateral review. In June 2017, the HBC Loan Agreement was amended to add an additional subsidiary, 7 Degrees LLC, as a borrower, along with extending the maturity date until March 31, 2019. In August 2018, the HBC Loan Agreement was amended to increase the accrued account advance rate and certain other terms along with extending the maturity date until March 31, 2021. In January 2019, HBC Loan Agreement was amended to exclude DGS EDU, LLC therefrom pursuant to its sale. Refer to Note 30.1. Borrowings under the HBC Loan Agreement bear interest at the Prime Rate plus a margin of 2.50%. The credit line is secured by substantially all the assets of Digital Globe Services, Inc., TelSatOnline, Inc., and 7 Degrees LLC. The line of credit balance as of June 30, 2021 was nil (June 30, 2020: \$1.4 million), as presented in Note 13.2 to our consolidated financial statements included at the end of this annual report.

In March 2019, HBC Loan Agreement was amended to add a term loan of up to \$2.0 million that bears interest at the Prime Rate plus a margin of 2.5%. The term loan is required to be repaid in 36 equal monthly installments (commencing April 2020) and will mature on March 1, 2023. On the term loan maturity date, all amounts owing shall be immediately due and payable. The term loan balance as of June 30, 2021 is nil (June 30, 2020: \$1.8 million).

On February 25, 2021, the Heritage Bank of Commerce term loan and the line of credit were paid in full and the line of credit was terminated.

JS Bank Limited Loans

In May 2020, the Group's subsidiary, IBEX Global Solutions (Pvt) Limited entered into a loan agreement with JS Bank Limited for a loan of \$1.0 million (PKR165 million) under a government initiated wage and salary loan fund. The loan funds were received in July 2020. The loan bears 3% interest per annum with a two year term. Repayment of the loan commenced in January 2021, with monthly payments of principal and interest thereafter. The loan is guaranteed by the Group's subsidiaries of Virtual World (Private) Limited and Ibex Global Bermuda Ltd. and is secured by the current and fixed assets of IBEX Global Solutions (Private) Limited, plus the receivables of IBEX Global Bermuda Ltd. The balance of the loan is \$0.8 million and nil as of June 30, 2021 and 2020, respectively.

In May 2020, the Group's subsidiary, Virtual World (Pvt) Limited entered into a loan agreement with JS Bank Limited for a loan of \$0.8 million (PKR 120 million) under a government initiated wage and salary loan fund. The loan funds were received in July 2020. The loan bears 3% interest per annum with a two year term. Repayment of the loan commenced in January 2021, with monthly payments of principal and interest thereafter. The loan is guaranteed by the Group's subsidiaries of IBEX Global Solutions (Pvt) Ltd. and IBEX Global Bermuda Ltd and is secured by the current and fixed assets, plus the assignment of certain receivables of Virtual World (Pvt) Limited. The balance of the loan is \$0.6 million and nil, as of June 30, 2021 and 2020, respectively.

As of June 30, 2021, our outstanding debt under our credit facilities and leases amounted to \$112.5 million. Of this amount, \$38.8 million represented the current portion of such borrowings and \$73.7 million represented the long-term portion of such borrowings. As of June 30, 2020, our outstanding debt under our credit facilities and leases amounted to \$106.0 million. Of this amount, \$40.2 million represented the current portion of such borrowings and \$65.8 million represented the long-term portion of such borrowings.

Net Debt

We define "net debt" as total debt (borrowings and leases) less cash and cash equivalents.

<i>US\$ in thousands, unaudited</i>	June 30, 2021	June 30, 2020
<u>Borrowings</u>		
Non-current	\$ 1,801	\$ 3,782
Current	26,716	27,476
	\$ 28,517	\$ 31,258
<u>Leases</u>		
Non-current	71,878	62,044
Current	12,121	12,668
	\$ 83,999	\$ 74,712
Total debt	\$ 112,516	\$ 105,970
Cash and cash equivalents	57,842	21,870
Net debt	\$ 54,674	\$ 84,100

The decrease in net debt is primarily due to cash received from our initial public offering offset by additional lease obligations related to our expansions in offshore and nearshore locations.

C. Research and development activities

Not applicable.

D. Trend information

For a discussion of trends, see "Item 4.B. Business Overview" and "Item 5.A. Operating Results."

E. Off-Balance Sheet Arrangements

We were not during the periods presented, and are not currently, a party to any off-balance sheet arrangements.

F. Contractual obligations

The following table presents our future contractual obligations as of June 30, 2021:

<i>US\$ in thousands</i>	Total	Less than one year	1 to 3 years	4 to 5 years	Over 5 years
Lease obligations	\$ 112,885	\$ 18,344	\$ 32,811	\$ 25,725	\$ 36,005
Long term borrowings	6,481	4,626	1,855	—	—
Lines of credit	22,312	22,312	—	—	—
Purchase obligations	1,013	450	563	—	—
Defined benefit obligations	950	—	—	—	950
Total obligations	\$ 143,641	\$ 45,732	\$ 35,229	\$ 25,725	\$ 36,955

Lease obligations have a weighted average interest rate of 8.4% for the fiscal year ended June 30, 2021.

Long term borrowings represents indebtedness under the following: (i) current interest rate swap arrangements and (ii) other financing arrangements having a weighted average interest rate of 6.2%.

Lines of credit represents indebtedness under the following: (i) the PNC Credit Facility (\$22.3 million), which bears interest at an interest rate at LIBOR plus a margin of 1.75% and/or negative 0.5% of the PNC Commercial Lending Rate for domestic loans.

Purchase obligations represents obligations under annual telecommunication service agreements.

Defined benefit obligations represent liabilities against unfunded defined benefit plans whereby employees are entitled to one half month's salary for every year of service upon attainment of retirement age of 60 years with at least five years of completed service.

G. Safe Harbor

This annual report contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act and as defined in the PSLRA. See "Cautionary Statement Regarding Forward-Looking Statements."

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following table sets forth the name, age as of September 1, 2021 and position of each of our executive officers and directors. Unless otherwise stated, the business address for all of our executive officers and members of our board of directors is c/o IBEX Limited, 1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA.

Name	Age	Position
Executive Officers		
Robert Dechant	59	Chief Executive Officer
Karl Gabel	57	Chief Financial Officer
Christy O'Connor	52	General Counsel and Assistant Corporate Secretary
David Afdahl	47	Chief Operating Officer
Jeffrey Cox	52	President, IBEX Digital
Bruce Dawson	57	Chief Sales and Client Services Officer
Julie Casteel	60	Chief Strategic Accounts Officer
Daniel Bellehsen	35	Executive Vice President, Investor Relations & Corporate Development
Non-Employee Directors		
Mohammed Khaishgi	54	Chairman
Daniella Ballou-Aares	46	Director
John Jones	66	Director
Shuja Keen	45	Director
John Leone	48	Director
Fiona Beck	56	Director
Gerhard Kleisterlee	74	Director

Our Executive Officers

Robert Dechant has served as our chief executive officer since July 2019 and as a member of our board since January 2021. From September 2017 to July 2019, Mr. Dechant served as chief executive officer of IBEX Interactive (which corresponds to IBEX's current operations). 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 marketing and operations officer at Stream Global Services, a large multinational business process outsourcing provider which merged with Convergys in 2014. Mr. Dechant holds a B.S. degree from Fairfield University.

Karl Gabel has served as our chief financial officer since November 2017. From 2004 until 2017, Mr. Gabel served in multiple finance leadership functions, including as the chief financial officer of IBEX Global Solutions, one of the Continuing Business Entities. Mr. Gabel holds a B.S. degree in accounting from Pennsylvania State University and an Executive M.B.A. degree from St. Joseph's University.

Christy O'Connor has served as our general counsel and assistant corporate secretary since March 2018. From 2015 to 2018, Ms. O'Connor worked for Alorica, a provider of customer management outsourcing solutions, 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 a B.A./M.A. from the University of Chicago and a J.D. from St. Mary's University School of Law and a degree in International Law from the University of Innsbruck.

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 US 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.

Jeffrey Cox has served as president of IBEX Digital since 2008, when he founded Digital Globe Services Limited. Mr. Cox has over twenty years of wireless and cable sales and operations experience and has held executive position in sales channel development and execution, on and off-line marketing programs and call center sales and operations for some of the world's most recognized brands. Mr. Cox holds a B.A. degree from San Diego State University.

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, one of the Continuing Business Entities. 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 as well experience from the software and telecommunications sector. He holds a B.A. degree in psychology from Denison University.

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 10 years, 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.

Daniel Bellehsen has served as our Executive Vice President of Investor Relations and Corporate Development since August 2021 and served as a Portfolio Manager for Columbia Threadneedle Investments from 2015 to 2021. Mr. Bellehsen was an equity research associate for TCW from 2013 to 2015 and PIMCO from 2012 to 2013. Prior to that, he was an associate analyst with Wells Fargo Securities, focusing on equity research within the media sector. Mr. Bellehsen received a B.B.A in business, economics, and public policy from the George Washington University. He is a member of the New York Society of Security Analysts and holds the Chartered Financial Analyst® designation.

Our Non-Employee Directors

Mohammed Khaishgi served as our chief executive officer from September 2017 through June 2019 and chairman of our board of directors since September 2017. Mr. Khaishgi was a founding partner and served as the chief operating officer of TRGI, a position he held since TRGI's inception in 2002 until December 2017, responsible for overseeing TRGI's day-to-day operations, including management and oversight of its portfolio of direct holdings. Mr. Khaishgi continues to serve as a director of TRGI. Prior to joining TRGI, Mr. Khaishgi was a senior director at Align Technology, where he managed Align's offshore delivery center and back office services operations. Mr. Khaishgi was previously a senior investment officer at the World Bank's International Finance Corporation (the "IFC") where he was responsible for the IFC's portfolio of investments in the Asian telecommunications and technology sectors. Mr. Khaishgi received his undergraduate degree in electrical engineering from the University of Engineering and Technology in Lahore, Pakistan, an additional B.A. degree in philosophy, politics and economics from the University of Oxford where he was a Rhodes Scholar, and a M.B.A. degree from Harvard Business School.

Daniella Ballou-Aares has served as a member of our board since March 2018. Ms. Ballou-Aares is chief executive officer of the Leadership Now Project, a membership organization of business and thought leaders committed to renewing democracy. Daniella spent more than a decade as a partner at Dalberg Advisors, a global strategic advisory firm with that combines the best of private sector strategy skills, rigorous analytical capabilities and networks in emerging and frontier markets to fuel inclusive growth. She joined Dalberg's founding team in 2004 served in a variety of capacities within the firm, including as the first Regional Director for the Americas. Ms. Ballou-Aares returned to Dalberg after serving in the Obama administration for five years as the senior advisor for development to the U.S. Secretary of State, leading efforts to boost private investment in newly emerging markets. Before Dalberg, she was a management consultant at Bain & Company in the U.S., U.K. and South Africa. Ms. Ballou-Aares holds an M.B.A. from Harvard Business School, an M.P.A. from Harvard's Kennedy School of Government and a B.S. in operations research and industrial engineering from Cornell University.

John Jones has served as a member of our board since March 2018. Mr. Jones previously served Expert Global Solutions, Inc. as chief client officer from 2015 until 2016 and chief operating officer from 2011 until 2015. Prior to joining Expert Global Solutions, Inc. in 2011, Mr. Jones served in various leadership roles at JPMorgan Chase & Co. for more than 25 years. He holds a B.S. degree in business management from the University of Phoenix.

Shuja Keen has served as a member of our board since March 2018. Mr. Keen joined TRGI in 2002 and currently serves as a managing director. His primary responsibility is to help the firm drive value by improving the operational effectiveness of TRGI's portfolio companies, and leading fundraising, growth, and liquidity initiatives. Mr. Keen graduated with a S.B. degree from the Sloan School of Management at the Massachusetts Institute of Technology with concentrations in finance, information technology, and operations research and a minor in economics.

John Leone has served as a member of our board since March 2018 and is a member of the board of directors of TRG Pakistan Ltd. Mr. Leone founded ForeVest Capital Partners in 2016 and currently serves as a Managing Partner. Prior to founding ForeVest Capital Partners, Mr. Leone served at PineBridge Investments and its predecessor, AIG Investments, from 2004 to September 2016. Mr. Leone holds a J.D. from The George Washington University School of Law and a B.A. from Binghamton University.

Fiona Beck has served as a member of our board since July 2020. Ms. Beck has held senior executive and director positions in large infrastructure companies focused on the telecommunications and technology sectors, including as the President and CEO of Southern Cross Cable Limited, a submarine fiberoptic cable company, for 13 years. Ms. Beck currently serves as a director of Ocean Wilsons Holding Ltd (LON: OCN) and a director of Atlas Arteria International Ltd (ASX:ALX). She also serves as a director of the Bermuda Business Development Agency, focusing on the technology and financial technology sectors. Ms. Beck previously served as a director of Twilio IP Holding Ltd (a subsidiary of Twilio Inc., NYSE: TWLO), a cloud-based communications platform, to February 2021. Ms. Beck holds a Bachelor of Management (Hons.) degree in finance and accounting from University of Waikato, New Zealand and is a chartered accountant.

Gerard Kleisterlee has served as a member of our board since January 2021. Mr. Kleisterlee was the chairman of Vodafone Group plc from 2011 through 2020 and non-executive director and vice chairman of Royal Dutch Shell plc. He was a member of the supervisory board of Daimler AG until 2014, and a member of the board of directors of Dell Inc. from 2010 through 2013. He also served on the supervisory board of the Dutch Central Bank from 2006 until 2012. Mr. Kleisterlee was also president and chief executive officer of Royal Philips Electronics from 2001 to 2011. During his ten years as at Royal Philips Electronics, Mr. Kleisterlee was a member and vice chairman of the European Round Table of Industrialists and chairman of the supervisory board of the Eindhoven Technical University, and he served in two successive Dutch Innovation Councils chaired by the prime minister. He also served on the supervisory board of the Dutch Central Bank from 2006 until 2012. In 2006, he was named European Businessman of the Year by Fortune Magazine. Kleisterlee has an Engineering (MSc) degree from Eindhoven Technical University and an honorary doctorate from Leuven Catholic University.

Our executive officers are elected by, and serve at the discretion of, our board of directors. There are no familial relationships among our directors and executive officers.

B. Compensation

We paid our directors and executive officers an aggregate amount of approximately \$7.0 million for services provided in fiscal year 2021, including approximately \$2.8 million of salary, \$1.7 million of share-based payments, \$2.5 million of commissions and bonuses and \$0.01 million of pension, retirement and similar benefit plans.

The equity ownership of our executive officers and directors is described below under the heading "Item 7A. Major Shareholders."

In addition, our board of directors adopted a new equity benefit plan as described under "IBEX Limited 2020 Long Term Incentive Plan" pursuant to which a total of 1,287,326.13 common shares are authorized for issuance (as further described below). Since the inception of the IBEX Limited 2020 Long Term Incentive Plan (referred to as the "2020 LTIP" for the "2020 Long Term Incentive Plan"), we granted certain non-employee directors and officers a total of 314,031 options to purchase common shares and other non-executive employees a total of 534,544 options to purchase common shares at exercise prices between \$12.75 and \$20.86.

2017 IBEX Plan

On June 20, 2017, our board of directors and shareholders approved and adopted the 2017 IBEX Plan. From December 22, 2017 through and including December 31, 2017, we issued an aggregate of 1,778,569 new stock options under the 2017 IBEX Plan. On December 22, 2017, all of the legacy stock option plans that the Continuing Business Entities had maintained and the equity awards granted thereunder were cancelled. For more information on the legacy stock option plans, refer to Note 19.1 to our audited consolidated financial statements included at the end of this annual report.

The following description summarizes the principal terms of the 2017 IBEX Plan.

Purpose

The purpose of the 2017 IBEX Plan was to enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2017 IBEX Plan provided for grants of stock options and restricted stock awards.

Eligibility

Selected employees, consultants or directors of our company or our affiliates were eligible to receive nonstatutory stock options and restricted stock awards under the 2017 IBEX Plan, but only employees of our company were eligible to receive incentive stock options.

Administration

The 2017 IBEX Plan was administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2017 IBEX Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator had the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2017 IBEX Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2017 IBEX Plan and any agreements related to awards granted under the 2017 IBEX Plan. Our board of directors could also delegate authority to one of more of our officers to make awards under the 2017 IBEX Plan.

Available Shares

A maximum of 2,559,323.13 common shares was issuable under the 2017 IBEX Plan. This limit could be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions. If an award expired or became unexercisable for any reason without having been exercised in full, or is surrendered pursuant to an option exchange program, the common shares subject to such award were available for further awards under the 2017 IBEX Plan. Common shares used to pay the exercise or purchase price of an award or tax obligations were treated as not issued and would continue to be available under the 2017 IBEX Plan. Common shares issued under the 2017 IBEX Plan and later forfeited to us due to the failure to vest or repurchased by us at the original purchase price paid to us for such common shares would again be available for future grant under the 2017 IBEX Plan.

Award Agreements

Awards granted under the 2017 IBEX Plan were evidenced by award agreements, which did not need to be identical and which could be modified to the extent necessary to comply with applicable law in the relevant jurisdiction of the respective participant, that provided additional terms of the award, as determined by the administrator.

Stock Options

The 2017 IBEX Plan allowed the administrator to grant incentive stock options, as that term is defined in section 422 of the Internal Revenue Code, or non-statutory stock options. Only our employees could receive incentive stock option awards. The term of each option could not exceed ten years, or five years in the case of an incentive stock option granted to a ten percent shareholder. No incentive stock option or non-qualified stock option could have an exercise price less than the fair market value of a common share at the time of grant or, in the case of an incentive stock option granted to a ten percent shareholder, 110% of such share's fair market value. Options were exercisable at such time or times and subject to such terms and conditions as determined by the administrator at grant and the exercisability of such options could be accelerated by the administrator.

Restricted Stock

The 2017 IBEX Plan allowed the administrator to grant restricted stock awards. Once the restricted stock was purchased or received, the participant would have the rights equivalent to those of a holder of our common shares, and would be a record holder when his or her purchase and the issuance of the common shares was entered upon the records of our duly authorized transfer agent. Unless otherwise determined by the administrator, we would have a right to repurchase any grants of restricted stock upon a recipient's voluntary or involuntary termination of employment for any reason at a price equal to the original purchase price of such restricted stock.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of restricted stock, a participant would have no rights as a shareholder with respect to common shares covered by any award until the participant became the record holder of such common shares.

Amendment and Termination

Our board of directors could, at any time, could amend or terminate the 2017 IBEX Plan but no amendment or termination could be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2017 IBEX Plan could not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2017 IBEX Plan became effective on June 20, 2017 and would have expired on June 20, 2027 unless terminated earlier by the board of directors.

On December 28, 2018, the 2017 IBEX Plan was terminated and all grants awarded thereunder were cancelled.

Restricted Share Plan

On December 21, 2018, our board of directors and shareholders approved and adopted the 2018 Restricted Share Plan (the "2018 RSA Plan"). As of June 30, 2021, awards covering an aggregate of 1,841,660 Class B common shares had been made, of which 1,640,169 common shares (after giving effect to the automatic conversion of the Class B common shares into common shares upon our initial public offering) have vested.

The following description of the 2018 RSA Plan is qualified in its entirety by the full text of the 2018 RSA Plan, which has been filed with the SEC as an exhibit.

Purpose

The 2018 RSA Plan enabled us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2018 RSA Plan provides for awards of Class B common shares. Upon the consummation of our initial public offering, all Class B common shares automatically converted into common shares.

Eligibility

Selected employees, consultants or directors of our company or our affiliates were eligible to receive non-statutory restricted stock awards under the 2018 RSA Plan, but only employees of our company were eligible to receive incentive stock awards.

Administration

The 2018 RSA Plan is administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2018 RSA Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2018 RSA Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2018 RSA Plan and any agreements related to awards granted under the 2018 RSA Plan. Our board of directors may also delegate authority to one of more of our officers to make awards under the 2018 RSA Plan.

Available Shares

Subject to adjustment, a maximum of 2,559,323 common shares could be awarded under the 2018 RSA Plan (after giving effect to the automatic conversion of the Class B common shares into common shares upon our initial public offering). Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions.

If any award of Class B common shares under the 2018 RSA Plan ("Restricted Shares") expires or is forfeited in whole or in part, the unused Class B Common Shares covered by such Restricted Share award shall again be available for the grant under the 2020 LTIP. Additionally, any Class B Common Shares delivered to the Company by a Participant to either used to purchase additional Restricted Shares or to satisfy the applicable tax withholding obligations with respect to Restricted Shares (including shares retained from the Restricted Share award creating the tax obligation) shall be added back to the number of shares available for the future grant under the 2020 LTIP.

Restricted Shares

The board of directors may grant awards entitling recipients to acquire Restricted Shares, subject to the right of the Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the board of directors in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Restricted Share award.

The board of directors shall determine the terms and conditions of a Restricted Share award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of Restricted Shares, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2018 RSA Plan but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards of Restricted Shares under the 2018 RSA Plan may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2018 RSA Plan became effective on December 21, 2018 and expires on December 31, 2028 unless terminated earlier by the board of directors. As of May 20, 2020, the 2020 LTIP was approved and no further awards will be made under the 2018 RSA Plan.

Phantom Stock Options

Phantom Stock Plans

In June 2013, each of IBEX Philippines Inc., IBEX Global Solutions (Private) Limited, The Resource Group Senegal S.A., Virtual World (Private) Limited adopted phantom stock plans (collectively, the "Legacy Phantom Stock Plans"), which provided for grants of "phantom stock options" to certain of their executive officers and employees. Each phantom stock option provided the participant with a contractual right to receive upon vesting an amount equal to the difference between the fair market value of a share at the time of exercise and the exercise price of the option per share. In February 2018, all Legacy Phantom Stock Plans were terminated and phantom stock options granted under such plans were cancelled.

In February 2018, each of IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote (Private) Limited, IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, IBEX Global Solutions Senegal S.A., and Virtual World (Private) Limited, and in March 2018, each of IBEX Global Jamaica Limited, and IBEX Global Solutions Nicaragua SA adopted phantom stock plans (collectively, the "Phantom Stock Plans"), which provide for grants of "phantom stock options" to certain of their executive officers and employees. 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 IBEX Limited at the time of exercise and the exercise price of the option per share. On February 23, 2018, we granted 105,546 phantom stock options under the Phantom Stock Plans. On March 1, 2018, we granted 77,129 phantom stock options under the Phantom Stock Plans.

On December 28, 2018, we terminated the Phantom Stock Plans for IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote (Private) Limited, IBEX Global Solutions Senegal S.A., Virtual World (Private) Limited, and IBEX Global Solutions Nicaragua SA. All phantom stock options under these specific Phantom Stock Plans were cancelled upon termination of the identified Phantom Stock Plans.

On February 1, 2021, we terminated the Phantom Stock Plan for IBEX Global ROHQ. All IBEX Global ROHQ plan participants and phantom stock options were transferred to the IBEX Global Solutions (Philippines) Inc. Phantom Stock Plan.

The Phantom Stock Plans for IBEX Global Solutions (Philippines) Inc. and IBEX Global Jamaica Limited remain in effect. These plans were amended as restated as of February 16, 2021. The maximum number of phantom stock options available for issuance under the IBEX Global Solutions (Philippines) Inc. and IBEX Global Jamaica Limited plans are 400,000 and 200,000 respectively. These Phantom Stock Plans shall continue until the earlier of June 30, 2025 or termination by the Ibex Limited board of Directors pursuant to the terms of the plan. As of June 30, 2021, an aggregate amount of 95,660 phantom stock options are exercisable and an aggregate amount of 210,740 phantom stock options are outstanding under those plans.

IBEX Limited 2020 Long Term Incentive Plan

On May 20, 2020 ("Effective Date"), our board of directors and shareholders approved and adopted the 2020 LTIP. As of June 30, 2021, awards covering an aggregate of 863,575 common shares in the form of shares or share options had been made, of which 366,865 are exercisable.

The following description of the 2020 LTIP is qualified in its entirety by the full text of the 2020 LTIP, which has been filed with the SEC as an exhibit.

Purpose

We believe that the 2020 LTIP will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

The 2020 Long Term Incentive Plan is designed to:

- promote the long-term financial interests and growth of our Company and its subsidiaries by attracting and retaining directors and employees, which include management as well as other personnel;
- motivate management by means of growth-related incentives to achieve long-range goals; and
- further the alignment of the interests of participants and those of our shareholders, through opportunities for increased stock or share-based ownership in our Company.

Types of Awards

The 2020 LTIP provides for awards of Class B common shares. Upon the consummation of our initial public offering, all Class B common shares automatically converted into common shares.

Eligibility

All of our officers, non-employee directors, employees and consultants are eligible to participate in the 2020 Long Term Incentive Plan.

Participation by Non-Employee Directors

Although our non-employee directors, including our independent directors, are not involved in the day-to-day running of our operations, they play an invaluable role in furthering our business interests by contributing their experience and expertise. In particular, a number of our independent directors have substantial experience and expertise in financial and technology sectors and play an important role in helping us shape our business strategy. It is crucial for us to be able to attract, retain and incentivize such individuals.

It may not always be possible to quantify the services and contributions of our non-employee directors to our Company, and accordingly, it may not always be possible to compensate them fully or appropriately by increasing their directors' fees or other cash payments. To that end, participation by non-employee directors in the 2020 Long Term Incentive Plan will provide our Company with a further avenue with which to acknowledge and reward their services and contributions to our Company. In addition, we believe that opportunities for increased shares or share-based ownership in our Company will further the alignment of the interests of our non-employee directors with the interests of our shareholders.

Administration

The 2020 Long Term Incentive Plan will be administered by the "Administrator", as defined below.

For the purposes of the 2020 Long Term Incentive Plan, "Administrator" means our Compensation Committee, or such other committee(s) of director(s) duly appointed by our Board or our Compensation Committee to administer the 2020 Long Term Incentive Plan or delegated limited authority to perform administrative actions under the 2020 Long Term Incentive Plan, and having such powers as shall be specified by our Board or our Compensation Committee, provided, however, that at any time our Board may serve as the Administrator in lieu of or in addition to our Compensation Committee or such other committee(s) of director(s) to whom administrative authority has been delegated. As of May 20, 2020, the Administrator is the Compensation Committee.

The Administrator has the authority, in its sole and absolute discretion, to grant Awards under the 2020 Long Term Incentive Plan to eligible individuals, and to take all other actions necessary or desirable to carry out the purpose and intent of the 2020 Long Term Incentive Plan. Further, the Administrator has the authority, in its sole and absolute discretion, subject to the terms and conditions of the 2020 Long Term Incentive Plan, to, among other things:

- (a) determine the eligible individuals to whom, and the time or times at which, Awards shall be granted;
- (b) determine the type of Awards to be granted to any eligible individual;
- (c) determine the number of shares to be covered by or used for reference purposes for each Award or the value to be transferred pursuant to any Award; and

(d) determine the terms, conditions and restrictions applicable to each Award and any shares acquired pursuant thereto, including, without limitation, (i) the purchase price of any shares, (ii) the method of payment for shares purchased pursuant to any Award, (iii) the method for satisfying any tax withholding obligation arising in connection with any Award, including by the withholding or delivery of shares, (iv) the timing, terms and conditions of the exercisability, vesting or payout of any Award or any shares acquired pursuant thereto, (v) the performance goals applicable to any Award and the extent to which such performance goals have been attained, (vi) the time of the expiration of an Award, (vii) any such modification, amendment or substitution that results in repricing of the Award which may be made without prior stockholder approval, (viii) the effect of a participant's Termination of Service, as defined in the 2020 Long Term Incentive Plan, on any of the foregoing and (ix) all other terms, conditions and restrictions applicable to any Award or shares acquired pursuant thereto as the Administrator considers to be appropriate and not inconsistent with the terms of the 2020 Long Term Incentive Plan.

Available Shares

Subject to adjustment, a maximum 1,287,326 common shares (after giving effect to the automatic conversion of the Class B common shares into common shares upon our initial public offering) may be awarded under the 2020 LTIP. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions.

Subject to adjustment as provided in the provision of the 2020 Long Term Incentive Plan pertaining to the occurrence of certain corporate transactions, the maximum number of shares that may be issued pursuant to share options granted under the 2020 Long Term Incentive Plan that are intended to qualify as "incentive stock options" as that term is defined in Section 422 of the Internal Revenue Code (the "Code") is 3,500,000.

If any award of Class B common shares under the 2020 LTIP ("Restricted Shares") or 2018 RSA Plan expires or is forfeited in whole or in part, the unused Class B Common Shares covered by such awards shall again be available for the grant under the 2020 LTIP. Additionally, any Class B Common Shares delivered to the Company by a Participant to purchase additional Restricted Shares or to satisfy the applicable tax withholding obligations with respect to any Awards (including shares retained from the Award creating the tax obligation) shall be added back to the number of shares available for the future grant of Awards under the 2020 LTIP.

Maximum Entitlements Under the 2020 Long Term Incentive Plan

The Administrator may establish compensation for directors who are not employees of our Company or any of our Affiliates, as defined in the 2020 Long Term Incentive Plan, or the Non-Employee Directors, from time to time, provided that the sum of any cash compensation and the grant date fair value of Awards granted under the 2020 Long Term Incentive Plan to a non-employee director as compensation for services as a non-employee director during any calendar year may not exceed \$250,000 for an annual grant, provided however that in a non-employee's director first year of service, compensation for services may not exceed \$500,000. The Administrator may make exceptions to this limit for individual non-employee directors in extraordinary circumstances, as the Administrator may determine in its discretion, provided that the non-employee director receiving such additional compensation may not participate in the decision to award such compensation or in other compensation decisions involving non-employee director.

Awards

Awards may be granted individually or in tandem with other types of Awards, concurrently with or with respect to outstanding Awards. All Awards are subject to the terms and conditions provided in the Award Agreement, which shall be delivered to the Participant receiving such Award upon, or as promptly as is reasonably practicable following, the grant of such Award. Unless otherwise specified by the Administrator, in its sole discretion, or otherwise provided in the Award Agreement, an Award shall not be effective unless the Award Agreement is signed or otherwise accepted by IBEX and the Participant receiving the Award (including by electronic delivery and/or electronic signature). Participants are not required to pay for the application or acceptance of Awards.

Share Options. The board may grant awards entitling recipients to acquire share options ("Share Options"). A Share Option means a right to purchase a specified number of Common Shares from IBEX at a specified price during a specified period of time. The exercise price per share subject to a Share Option granted under the 2020 Long Term Incentive Plan shall not be less than the fair market value of one share on the date of grant of the Share Option, except as provided under applicable law or with respect to Share Options that are granted in substitution of similar types of awards of a company acquired by our Company or with which our Company combines (whether in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or stock, or otherwise) to preserve the intrinsic value of such awards. The Administrator may from time to time grant to eligible individuals Awards of Incentive Share Options or Nonqualified Options; *provided, however*, that Awards of Incentive Share Options shall be limited to employees of IBEX or of any current or hereafter existing "parent corporation" or "subsidiary corporation," as defined in Sections 424(e) and 424(f) of the Code, respectively, of IBEX, and any other eligible individuals who are eligible to receive Incentive Share Options under the provisions of Section 422 of the Code. No Share Option shall be an Incentive Share Option unless so designated by the Administrator at the time of grant or in the applicable Award Agreement. Share Options shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator; *provided, however*, that Awards of Share Options may not have a term in excess of ten years' duration unless required otherwise by applicable law. Except as provided in the applicable award agreement or otherwise determined by the Administrator, to the extent Share Options are not vested and exercisable, a participant's Share Options shall be forfeited upon his Termination of Service.

Share Appreciation Rights. The board may also grant awards of share appreciation rights. A share appreciation right entitles the Participant to receive, subject to the provisions of the Plan and the applicable Award Agreement, a payment having an aggregate value equal to the product of (i) the excess of (A) the fair market value on the exercise date of one share of Common Share over (B) the base price per share specified in the applicable Award Agreement, times (ii) the number of shares specified by the share appreciation right, or portion thereof, which is exercised. The base price per share specified in the applicable Award Agreement shall not be less than the lower of the fair market value on the date of grant or the exercise price of any tandem share option to which the share appreciation right is related, or with respect to share appreciation rights that are granted in substitution of similar types of awards of a company acquired by the Company or a Subsidiary or with which the Company or a Subsidiary combines (whether in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or share, or otherwise) such base price as is necessary to preserve the intrinsic value of such awards.

Share appreciation rights shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Administrator; *provided, however*, that share appreciation rights granted under the 2020 Long Term Incentive Plan may not have a term in excess of ten years unless otherwise required by applicable law.

Except as provided in the applicable award agreement or otherwise determined by the Administrator, to the extent share appreciation rights are not vested and exercisable, a participant's share appreciation rights shall be forfeited upon his Termination of Service.

Share Awards. The Administrator may from time to time grant to Eligible Individuals Awards of unrestricted Common Share or Restricted Share (collectively, "*Share Awards*") on such terms and conditions, such as performance based on certain performance criteria, and for such consideration, including no consideration or such minimum consideration as the Administrator shall determine, subject to the limitations set forth in the 2020 LTIP. Share Awards shall be evidenced in such manner as the Administrator may deem appropriate, including via book-entry registration.

The board shall determine the terms and conditions of a Share Award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

Share Units

The Administrator may, from time to time, grant to eligible individuals Awards of unrestricted share units or Restricted Share Units. For the purposes of the 2020 Long Term Incentive Plan, "Restricted Share Unit" means a right granted to a participant to receive shares or cash at the end of a specified deferral period, which right may be conditioned on the satisfaction of certain requirements, including the satisfaction of certain performance goals.

Restricted Share Units shall be subject to such vesting, risk of forfeiture and/or payment provisions as the Administrator may impose at the date of grant. The Restriction Period to which such vesting and/or risk of forfeiture applies may lapse under such circumstances, including without limitation upon the attainment of performance goals, in such installments, or otherwise, as the Administrator may determine.

Until shares are issued to the participant in settlement of share units, the participant shall not have any rights of a shareholder with respect to the share units or the shares issuable thereunder. The Administrator may grant the participant the right to dividend equivalents on share units, on a current, reinvested and/or restricted basis, subject to such terms as the Administrator may determine; provided, however, that dividend equivalents declared payable on share units granted as a Performance Award shall rather than be paid on a current basis, be accrued and made subject to forfeiture at least until achievement of the applicable performance goal relating to such share units.

Performance Shares and Performance Units

An award of Performance Shares, as that term is used in the 2020 LTIP, refers to shares of our common stock or stock units that are expressed in terms of our common stock, the issuance, vesting, lapse of restrictions or payment of which is contingent on performance as measured against predetermined objectives over a specified performance period. An award of Performance Units, as that term is used in the 2020 LTIP, refers to dollar-denominated units valued by reference to designated criteria established by the administrator, other than our common stock, whose issuance, vesting, lapse of restrictions or payment is contingent on performance as measured against predetermined objectives over a specified performance period. The applicable award agreement will specify whether Performance Shares and Performance Units will be settled or paid in cash or shares of our common stock or a combination of both, or will reserve to the administrator or the participant the right to make that determination prior to or at the payment or settlement date.

The Administrator will, prior to or at the time of grant, condition the grant, vesting or payment of, or lapse of restrictions on, an award of Performance Shares or Performance Units upon (A) the attainment of performance goals during a performance period or (B) the attainment of performance goals and the continued service of the participant. The length of the performance period, the performance goals to be achieved during the performance period, and the measure of whether and to what degree such performance goals have been attained will be conclusively determined by the Administrator in the exercise of its absolute discretion. Performance goals may include minimum, maximum and target levels of performance, with the size of the award or payout of Performance Shares or Performance Units or the vesting or lapse of restrictions with respect thereto based on the level attained. An award of Performance Shares or Performance Units will be settled as and when the award vests or at a later time specified in the award agreement or in accordance with an election of the participant, if the Administrator so permits, that meets the requirements of Section 409A or Section 457A of the Code.

Performance goals applicable to performance-based awards may be awarded based on performance metrics to be attained within a predetermined performance period as they may apply to an individual, one or more business units, divisions, or affiliates, or on a company-wide basis, and in absolute terms, relative to a base period, or relative to the performance of one or more comparable companies, peer groups, or an index covering multiple companies.

The Administrator may, in its discretion, adjust the performance goals applicable to any awards to reflect any unusual or non-recurring events and other extraordinary items, impact of charges for restructurings, discontinued operations and the cumulative effects of accounting or tax changes.

Other Share-Based Awards

The Administrator may, from time to time, grant to eligible individuals Awards in the form of Other Share-Based Awards. For the purposes of the 2020 Long Term Incentive Plan, "Other Share-Based Award" means an Award of shares or any other Award that is valued in whole or in part by reference to, or that is otherwise based upon, shares, including without limitation dividend equivalents and convertible debentures.

Adjustment Events

In the event of a merger, amalgamation, consolidation, rights offering, statutory share exchange or similar event affecting our Company (each, a "Corporate Event"), or a share dividend, share split, reverse share split, separation, spinoff, reorganization, extraordinary dividend of cash or other property, share combination or subdivision or recapitalization or similar event affecting the capital structure of our Company (each, a "Share Change"), that occurs at any time after the Effective Date (including any such Corporate Event or Share Change that occurs after such adoption and coincident with or prior to the Effective Date), the Administrator shall make equitable and appropriate substitutions or proportionate adjustments to (a) the aggregate number and kind of shares or other securities on which Awards under the 2020 Long Term Incentive Plan may be granted to eligible individuals, (b) the maximum number of shares or other securities with respect to which Awards may be granted during any one calendar year to any individual, (c) the maximum number of shares or other securities that may be issued with respect to incentive stock options granted under the 2020 Long Term Incentive Plan, (d) the number of shares or other securities covered by each outstanding Award and the exercise price, base price or other price per share, if any, and other relevant terms of each outstanding Award and (e) all other numerical limitations relating to Awards, whether contained in the 2020 Long Term Incentive Plan or in award agreements; provided, however, that any fractional shares resulting from any such adjustment shall be eliminated and that no such adjustment shall be made if as a result, the participant receives a benefit that a shareholder does not receive and any adjustment (except in relation to a capitalization issue) must be confirmed in writing by the auditors of our Company (acting as experts and not as arbitrators) to be, in their opinion, fair and reasonable.

In the case of Corporate Events, the Administrator may make such other adjustments to outstanding Awards as it determines to be appropriate and desirable, which adjustments may include, without limitation, (a) the cancellation of outstanding Awards in exchange for payments of cash, securities or other property or a combination thereof having an aggregate value equal to the value of such Awards, as determined by the Administrator in its sole discretion (it being understood that in the case of a Corporate Event with respect to which shareholders receive consideration other than publicly traded equity securities of the ultimate surviving entity, any such determination by the Administrator that the value of a share option or share appreciation right shall for this purpose be deemed to equal the excess, if any, of the value of the consideration being paid for each share pursuant to such Corporate Event over the exercise price or base price of such share option or share appreciation right shall conclusively be deemed valid and that any share option or share appreciation right may be cancelled for no consideration upon a Corporate Event if its exercise price or base price equals or exceeds the value of the consideration being paid for each share pursuant to such Corporate Event), (b) the substitution of securities or other property (including, without limitation, cash or other securities of our Company and securities of entities other than our Company) for the shares subject to outstanding Awards and (c) the substitution of equivalent awards, as determined in the sole discretion of the Administrator, of the surviving or successor entity or a parent thereof.

Change in Control

In the event of a change in control, as defined in the 2020 LTIP, of our Company, outstanding awards will terminate upon the effective time of the change in control unless provision is made for the continuation, assumption or substitution of awards by the surviving or successor entity or its parent. Unless an award agreement says otherwise, the following will occur with respect to awards that terminate in connection with a change in control of our Company:

- share options and share appreciation rights will become fully exercisable and holders of these awards will be permitted immediately before the change in control to exercise them;
- Restricted Shares and share units with time-based vesting (i.e., not subject to achievement of performance goals) will become fully vested immediately before the change in control, and share units will be settled as promptly as is practicable in accordance with applicable law; and
- Restricted Shares and share units that vest based on the achievement of performance goals will vest as if the performance goal for the unexpired performance period had been achieved at the target level; and the performance share units will be settled as promptly as is practicable in accordance with applicable law.

Shareholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of Restricted Shares, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination of 2020 LTIP

Our board of directors may, at any time, amend or terminate the 2020 LTIP but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent, except such an amendment made to comply with applicable law or rule of any securities exchange or market on which our shares are listed or admitted for trading or to prevent adverse tax or accounting consequences to our company or the participant. If required to comply with Bermuda law and any other applicable laws or stock exchange rules or the rules of any automated quotation systems (other than any requirement which may be disappplied by the Company following any available home country exemption), the Company shall obtain shareholder approval of any 2020 LTIP amendment in such a manner and to such a degree as required.

Amendment of Awards

The Administrator may unilaterally amend the terms of any Award theretofore granted, but no such amendment shall materially impair the rights of any participant with respect to an Award without the participant's consent, except such an amendment made to cause the 2020 Long Term Incentive Plan or Award to comply with applicable law, applicable rule of any securities exchange on which our shares of common stock are listed or admitted for trading, or to prevent adverse tax or accounting consequences for the participant or our company or any of our Affiliates. For purposes of the foregoing sentence, an amendment to an Award that results in a change in the tax consequences of the Award to the participant shall not be considered to be a material impairment of the rights of the participant and shall not require the participant's consent.

Transferability

Subject to certain limited exceptions, Awards under the 2020 LTIP may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2020 Long Term Incentive Plan will remain in effect, subject to the right of our Board or our Compensation Committee to amend or terminate the 2020 Long Term Incentive Plan at any time, until the earlier of (a) the earliest date as of which all Awards granted under the 2020 Long Term Incentive Plan have been satisfied in full or terminated and no shares approved for issuance under the 2020 Long Term Incentive Plan remain available to be granted under new Awards, or (b) May 20, 2030. No Awards will be granted under the 2020 Long Term Incentive Plan after such termination date. Subject to other applicable provisions of the 2020 Long Term Incentive Plan, all Awards made under the 2020 Long Term Incentive Plan on or before May 20, 2030, or such earlier termination of the 2020 Long Term Incentive Plan, shall remain in effect until such Awards have been satisfied or terminated in accordance with the 2020 Long Term Incentive Plan and the terms of such Awards.

C. Board Practices

Board Composition and Election of Directors

Board Composition

Our board of directors currently consists of eight members. Our bye-laws provide that our board of directors shall consist of up to ten directors, unless otherwise determined by us in general meeting. Our directors generally hold office for such terms as our shareholders may determine or, in the absence of such determination, until the next annual general meeting or until their successors are elected or appointed or their office is otherwise vacated.

Our directors currently serve on the board of directors pursuant to the voting provisions of our bye-laws, under which certain directors may be nominated by TRGI.

For additional information regarding our board of directors, see "Description of Share Capital—Election and Removal of Directors."

Director Independence

Our board of directors has undertaken a review of the independence of the directors and considered whether any director has a material relationship with us that could compromise his or her ability to exercise independent judgment in carrying out his or her responsibilities. Based upon information requested from and provided by each director concerning such director's background, employment and affiliations, including family relationships, our board of directors determined that Ms. Ballou-Aares and Beck and Messrs. Jones, Leone, and Kleisterlee, representing five of our eight directors, are "independent directors" as defined under the listing standards of the Nasdaq Stock Market. In making these determinations, our board of directors considered the current and prior relationships that each non-employee director has with our company and all other facts and circumstances that our board of directors deemed relevant in determining their independence, including the beneficial ownership of our share capital by each non-employee director and the transactions involving them described in "Item 7B. Related Party Transactions."

We are a "controlled company" under the rules of Nasdaq because more than 50% of the voting power of our shares are held by TRGI. See "Item 7A. Major Shareholders." We intend to rely upon the "controlled company" exception relating to the board of directors and committee independence requirements under the Nasdaq listing rules. Pursuant to this exception, we will be exempt from the rules that would otherwise require that our board of directors consist of a majority of independent directors and that our compensation committee and nominating and governance committee be composed entirely of independent directors. The "controlled company" exception does not modify the independence requirements for the audit committee, and we intend to comply with the requirements of the Exchange Act and the rules of Nasdaq, which require that our audit committee have a majority of independent directors, and exclusively independent directors within one year following the effective date of our registration statement.

Board Committees

We have an audit committee, a compensation committee and a nominating and corporate governance committee. We have adopted a charter for each of these committees.

Audit Committee

Our audit committee consists of Ms. Ballou-Aares and Mr. Leone. Mr. Leone is the chair of the audit committee. Each member satisfies the independence requirements of the Nasdaq Stock Market listing standards, and Mr. Leone qualifies as an "audit committee financial expert," as defined in Item 16A of Form 20-F and as determined by our board of directors. The audit committee oversees our accounting and financial reporting processes and the audits of our audited consolidated financial statements. The audit committee is responsible for, among other things:

- making recommendations to our board regarding the appointment by the shareholders at the general meeting of shareholders of our independent auditors;
- overseeing the work of the independent auditors, including resolving disagreements between management and the independent auditors relating to financial reporting;
- pre-approving all audit and non-audit services permitted to be performed by the independent auditors;
- reviewing the independence and quality control procedures of the independent auditors;
- discussing material off-balance sheet transactions, arrangements and obligations with management and the independent auditors;
- reviewing and approving all proposed related-party transactions;
- discussing the annual audited consolidated and statutory financial statements with management;
- annually reviewing and reassessing the adequacy of our audit committee charter;
- meeting separately with the independent auditors to discuss critical accounting policies, recommendations on internal control, the auditor's engagement letter and independence letter and other material written communications between the independent auditors and the management; and

- attending to such other matters as are specifically delegated to our audit committee by our board from time to time.

Compensation Committee

Our compensation committee consists of Messrs. Khaishgi, Jones and Keen. Mr. Khaishgi is the chair of the compensation committee. The compensation committee assists the board in reviewing and approving or recommending our compensation structure, including all forms of compensation relating to our directors and management. Members of our management may not be present at any committee meeting while the compensation of our chief executive officer is deliberated. The compensation committee is responsible for, among other things:

- reviewing and approving the compensation, including equity compensation, change-of-control benefits and severance arrangements, of our chief executive officer, chief financial officer and such other members of our management as it deems appropriate;
- overseeing the evaluation of our management;
- reviewing periodically and making recommendations to our board with respect to any incentive compensation and equity plans, programs or similar arrangements; and
- attending to such other matters as are specifically delegated to our compensation committee by our board from time to time.

Nominating and Corporate Governance Committee

Our nominating and corporate governance committee consists of Messrs. Keen and Khaishgi. Mr. Khaishgi is the chair of the nominating and corporate governance committee. The nominating and corporate governance committee assists the board in selecting individuals qualified to become our directors and in determining the composition of the board and its committees. The nominating and corporate governance committee is responsible for, among other things:

- recommending to the board of directors persons to be nominated for election or re-election to the board at any meeting of the shareholders;
- overseeing the board of directors' annual review of its own performance and the performance of its committees; and
- considering, preparing and recommending to the board a set of corporate governance guidelines.

Director's Service Contract

Our subsidiary, Ibex Global Solutions, Inc., has entered into an employment agreement with Mr. Robert Dechant, one of our directors and Chief Executive Officer. Pursuant to the agreement, subject to certain restrictions, if Mr. Dechant's employment is terminated, Mr. Dechant will be entitled to receive payment of his base salary and benefits for 12 months from the date of termination. Such salary and benefits payments may be reduced if Mr. Dechant obtains subsequent employment.

Other Corporate Governance Matters

The Sarbanes-Oxley Act, as well as related rules subsequently implemented by the SEC, requires foreign private issuers, including our company, to comply with various corporate governance practices. In addition, rules provide that foreign private issuers may follow home country practice in lieu of corporate governance standards, subject to certain exceptions and except to the extent that such exemptions would be contrary to U.S. federal securities laws.

We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act, the rules adopted by the SEC and the Nasdaq listing standards.

Because we are a foreign private issuer, our directors and senior management are not subject to short-swing profit and insider trading reporting obligations under section 16 of the Exchange Act. They will, however, be subject to the obligations to report changes in share ownership under section 13 of the Exchange Act and related SEC rules.

As a foreign private issuer, we are also exempt from certain corporate governance standards applicable to U.S. issuers. For example, Section 5605(b)(1) of the Nasdaq Listing Rules requires listed companies to have, among other things, a majority of their board members be independent, and Section 5605(d) and 5605l require listed companies to have independent director oversight of executive compensation, nomination of directors and corporate governance matters. In addition, we are not required to maintain a minimum of three members on our audit committee or to affirmatively determine that all members of our audit committee are "independent" using more stringent criteria than those applicable to us as a foreign private issuer. As a foreign private issuer, however, we are permitted to follow Bermuda practice in lieu of the above requirements, under which there is no requirement that a majority of our directors be independent.

We have opted out of shareholder approval requirements for the issuance of securities in connection with certain events such as the acquisition of stock or assets of another company, the establishment of or amendments to equity-based compensation plans for employees, a change of control of us and certain private placements. To this extent, our practice varies from the requirements of Nasdaq Listing Rule 5635, which generally requires an issuer to obtain shareholder approval for the issuance of securities in connection with such events.

Code of Business Conduct and Ethics

We have a code of business conduct and ethics applicable to 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 expect that any amendments to the code, or any waivers of its requirements, will be disclosed on our website.

Risk Oversight

Our board of directors is currently responsible for overseeing our risk management process. The board of directors focuses on our general risk management strategy, the most significant risks facing the Company, and ensures that appropriate risk mitigation strategies are implemented by management. The board of directors is also apprised of particular risk management matters in connection with its general oversight and approval of corporate matters and significant transactions.

Our board of directors delegated to the audit committee oversight of our risk management process. Our other board committees will also consider and address risk as they perform their respective committee responsibilities. All committees will report to the full board of directors as appropriate, including when a matter rises to the level of a material or enterprise level risk.

Our management is responsible for day-to-day risk management. This oversight includes identifying, evaluating, and addressing potential risks that may exist at the enterprise, strategic, financial, operational, compliance and reporting levels.

D. Employees

Our employees are our most valuable asset. Our success depends on our ability to hire, train and retain sufficient numbers of agents and other employees in a timely fashion to meet our clients' needs. Our distinct culture and initiatives focused on employee recruitment, training, engagement and retention create a strong brand that helps us attract and retain talented employee and keep them highly engaged in delivering superior results and experiences for our clients.

As of June 30, 2021, we had 24,243 employees worldwide. The following table sets forth our employees by functional area:

Function	Number of Employees	Percent of Total
Production agents	19,224	79.3 %
Production support	3,226	13.3 %
Software engineers	258	1.1 %
Technology, telephony and network infrastructure	299	1.2 %
Data scientists and engineers	103	0.4 %
Sales and marketing	208	0.9 %
Corporate (management, administration, finance, legal, human resources)	925	3.8 %
Total	24,243	100.0 %

None of our employees belong to a labor union and we have never suffered a material interruption of business as a result of a labor dispute. We consider our relations with our employees worldwide to be good.

Culture

We believe that we have established a strong workplace culture which is key to our ability to attract and retain our talented workforce around the globe. Our culture is built on four core values: respect, integrity, transparency and excellence. We strive to maintain a culture in which our leaders are coaches and mentors and our employees have a voice and sense of purpose and feel valued and respected. Furthermore, we believe we have established a distinctive corporate culture characterized by innovation, speed and organizational agility. We encourage strong teamwork, which enables our talented workforce of over 24,000 employees to design and deliver innovative solutions to our clients around the globe to optimize their customer lifecycle experience.

Recruitment

To ensure we can attract qualified employees, we strive to offer a competitive benefits package, a strong workplace culture and working environment and most importantly, competitive compensation that either meets or exceeds marketplace standards. We deploy numerous tools that are effective in attracting employees. This includes working with local government workforce agencies in all geographies where we have a presence; doing this ensures we have a presence as a local employer in every market and ensures we are included in their career fairs and are recommended consistently. Additionally, we have a strong employee referral program, which encourages our current employees to recommend us to their family and friends. We have found this to be the greatest source of qualified individuals.

Training and Coaching

Our customer-facing agents typically go through one day of orientation and between one to seven weeks of foundation skills training. This includes customer specific training such as customer service training, technical or sales training. Once agents have completed product specific training, which can last up to 240 hours depending on the client and the application, they are put into an on-the-job experience (lasting from 40 to 80 hours), during which the agents take live calls and receive hands-on training, coaching and feedback. They also experience quality assurance (QA) monitoring and reinforcement. Once agents have been trained and are on the production floor, they receive consistent coaching and guidance. The coach plays the role of facilitator to fully empower the agents. Our coaching module equips the team managers with the necessary knowledge, skills and attitude required to be successful mentors. Team managers are then able to engage effectively with mentees to address any non-performance issues and ensure our employees feel valued and recognized.

Employee Work Environment

Our employee work environment is anchored by our distinct culture. In addition, we provide attractive, functional physical spaces. Our workspaces are bright and modern with several common areas for rest and recreation. Our centers reflect our culture's values with open areas for coaching and celebrating success. Our workstations are ergonomically designed to provide maximum comfort to our employees. We consider our onsite dining options, nurse's stations and transportation services to be industry-leading. Furthermore, our technology is designed to enable the most efficient and productive work environment for our employees. Our intranet provides access to pertinent and valuable information regarding schedules, job opportunities and important company announcements. Our technological enhancements allow employees to view information regarding their individual and team results. Finally, our mobile apps and online systems allow the agents to manage their careers with us.

Retention

Our distinct culture, employee engagement, recruiting and training are all designed to ensure we retain our employees. As important as it is to work hard every day, we consider it as important to ensure we have time for rewarding exceptional performance, fun events, volunteering in the community and celebrating accomplishments together. In order to engender our employees' sense that they are an integral part and valued members of our company, we strive to recognize the important times in our employees' work life, including birthdays, birth of child and promotions. An example of our differentiated Employee Engagement program is our annual Very Important Performer event where we host the top 5% of our workforce in each of the markets in which we operate at a multi-day offsite event at a five-star resort where we celebrate their success. Our senior leadership participates in this important event, creating a bond between our leadership team and thousands of agents. This is one of our key programs to drive our industry-best retention rates and employee loyalty.

E. Share ownership

The total number of common shares beneficially owned by our directors and executive officers as of September 1, 2021 was 1,638,229, which represents 8.9% of the total shares of the company. See table in "Item 7A. Major Shareholders."

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table sets forth information with respect to the beneficial ownership of our common shares as of September 1, 2021 by:

- each of our directors;

- each of our executive officers;
- all of our directors and executive officers as a group; and
- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our common shares, and who are referred to as our major shareholders.

As of September 1, 2021, we had 18,471,563 issued and outstanding common shares, which includes 207,895 unvested restricted common shares. Beneficial ownership for the purposes of the following table is determined in accordance with the rules and regulations of the SEC. These rules generally provide that a person is the beneficial owner of securities if such person has or shares the power to vote or direct the voting thereof, or to dispose or direct the disposition thereof, to receive the economic benefit of ownership of the securities, or has the right to acquire such powers within 60 days. Common shares subject to options, restricted stock units, warrants or other convertible or exercisable securities that are currently convertible or exercisable or convertible or exercisable within 60 days of September 1, 2021 are deemed to be outstanding and beneficially owned by the person holding such securities. Common shares issuable pursuant to share options or warrants are deemed outstanding for computing the percentage ownership of the person holding such options or warrants but are not outstanding for computing the percentage of any other person. To our knowledge, except as indicated in the footnotes to this table and pursuant to applicable community property laws, the persons named in the table have sole voting and investment power with respect to all of our common shares. As of September 1, 2021, we had 99 holders of record in the United States with approximately 37.0% of our issued and outstanding common shares.

Name	Number	Percent
Principal Shareholder:		
TRGI ⁽¹⁾	11,416,683	61.8 %
Executive officers and directors:		
Mohammed Khaishgi ⁽²⁾	354,528	1.9 %
Robert Dechant ⁽³⁾	288,304	1.6 %
Karl Gabel ⁽⁴⁾	144,297	*
Christy O'Connor ⁽⁵⁾	60,775	*
David Afdahl ⁽⁶⁾	69,322	*
Jeff Cox ⁽⁷⁾	466,556	2.5 %
Bruce Dawson ⁽⁸⁾	53,285	*
Julie Casteel ⁽⁹⁾	42,381	*
Daniella Ballou-Aares ⁽¹⁰⁾	14,629	*
John Jones ⁽¹¹⁾	19,946	*
Shuja Keen ⁽¹²⁾	19,673	*
John Leone	—	*
Fiona Beck ⁽¹³⁾	6,500	*
Gerard Kleisterlee ⁽¹⁴⁾	25,533	*
Daniel Bellehsen ⁽¹⁵⁾	72,500	*
All executive officers and directors as a group (fifteen persons)⁽¹⁶⁾⁽¹⁷⁾	1,638,229	8.9 %

* Represents beneficial ownership of less than one percent (1%) of outstanding common shares.

(1) TRGP is the largest shareholder of TRGI and, as a result of its relationship with TRGI, may be deemed to beneficially own the shares beneficially owned by TRGI. TRGP disclaims beneficial ownership of the shares beneficially owned by TRGI. As of September 1, 2021, TRGP beneficially owned 46% of TRGI's outstanding voting securities (45% if all outstanding non-voting common shares are converted into voting common shares). The address for TRGI is Crawford House, 50 Cedar Avenue, Hamilton HM11, Bermuda. The address for TRGP is Centre Point Building, Level 18th, off Saheed-e-Millat Expressway, Karachi, Pakistan.

(2) Mr. Khaishgi's holdings include (a) 284,995 common shares, (b) 18,959 unvested restricted common shares, which vest monthly in increments of 4,737 shares, (c) 10,938 unvested restricted common shares, which vest monthly in increments of 1,823 shares and (d) 39,636 common shares underlying vested stock options.

- (3) Mr. Dechant's holdings include (a) 202,014 common shares, (b) 21,472 unvested restricted common shares, which vest monthly in increments of 932 shares and (c) 64,818 common shares underlying vested stock options.
- (4) Mr. Gabel's holdings include (a) 123,440 common shares, (b) 20,857 common shares underlying vested stock options.
- (5) Ms. O'Connor's holdings include (a) 43,095 common shares, (b) 6,165 unvested restricted common shares, which vest monthly in increments of 1,026 shares, and (c) 11,515 common shares underlying stock options.
- (6) Mr. Afdahl's holdings include (a) 38,891 common shares, (b) 7,272 unvested restricted common shares, which vest monthly in increments of 560 shares, (c) 4,384 unvested restricted common shares, which vest monthly in increments of 208 shares, and (d) 18,775 common shares underlying vested stock options.
- (7) Mr. Cox's holdings include (a) 439,688 common shares, (b) 5,429 unvested restricted common shares, which vest monthly in increments of 1,353 shares, (c) 5,132 unvested restricted common shares, which vest monthly in increments of 243 shares, and (d) 16,308 common shares underlying stock options.
- (8) Mr. Dawson's holdings include (a) 41,034 common shares and (b) 12,251 common shares underlying vested stock options.
- (9) Ms. Casteel's holdings include (a) 27,426 common shares, (b) 3,922 unvested restricted common shares, which vest monthly in increments of 653 shares, and (c) 11,033 common shares underlying vested stock options.
- (10) Ms. Ballou-Aares' holdings include (a) 12,994 common shares and (b) 1,635 common shares underlying vested stock options.
- (11) Mr. Jones' holdings include (a) 12,994 common shares and (b) 6,952 common shares underlying vested stock options.
- (12) Mr. Keen's holdings include (a) 17,472 common shares and (b) 2,201 common shares underlying vested stock options.
- (13) Ms. Beck's holdings include (a) 3,766 common shares and (b) 2,734 unvested restricted common shares which vest quarterly in increments of 547 shares.
- (14) Mr. Kleisterlee's holdings include (a) 19,487 common shares, and (b) 3,750 unvested restricted common shares which vest quarterly in increments of 625 shares, (c) 2,296 common shares underlying vested stock options.
- (15) Mr. Bellehsen's holdings include (a) 7,500 unvested restricted common shares, of which 1,875 shares will vest one year from grant date, and thereafter, monthly in increments of 156 shares, (b) 5,000 unvested restricted common shares, of which 1,250 shares will vest one year from grant date, and thereafter, monthly in increments of 104 shares, and (c) 60,000 unvested restricted common shares, which will vest according to pre-determined performance triggers.
- (16) Total executive officer and director holdings include (a) 1,267,295 common shares and (b) 162,657 unvested restricted common shares and (c) 208,277 common shares underlying vested stock options.
- (17) Except as otherwise set forth below, the address of the beneficial owner is c/o IBEX Limited, 1700 Pennsylvania Avenue NW, Suite 560, Washington, DC 20006, USA.

B. Related-Party Transactions

For more information on our related party transactions, refer to Note 23 to our audited consolidated financial statements included at the end of this annual report.

TRGH-iSky Loan

On August 7, 2018, TRG Holdings LLC entered into a loan agreement with iSky, Inc. to repay approximately CAD 1,459,516 (approx. US \$1.1 million) related to a sales tax settlement on behalf of iSky with the Canadian Revenue Agency at an interest rate of 15% per annum with an original maturity date of August 7, 2019; provided however that such loan is payable immediately on demand upon the earlier of TRG Holdings LLC's demand or an initial public offering of iSky Inc.'s parent company, Ibex Limited. Funds borrowed under this loan arrangement were paid directly to the Canadian Revenue Agency. Pursuant to the terms of the loan, any additional amount of interest not calculable at the time of the loan shall be paid made a part of the loan agreement and shall be repaid under the same terms as initial loan. This loan agreement was assumed by IBEX Limited from iSky, Inc. in June 2019 and the term extended to August 7, 2020. The parties have agreed to extend the loan to October 31, 2020. The outstanding balance of \$1.6 million was repaid on November 2, 2020.

Ibex Global Solutions Limited (Pakistan), Virtual World Private Ltd, DGS Private Limited – Afiniti Software Solutions (Pvt) Limited and Afiniti, Inc. Shares Services Agreement

Ibex Global Solutions Limited (Pakistan), Virtual World Private Ltd, DGS Private Limited – Afiniti Software Solutions (Pvt) Limited and Afiniti, Inc. are parties to a Master Services and Cross Charge Agreement dated June 1, 2019 whereby the parties to the agreement each provide certain IT related services to the other and such services are cross charged to the other parties.

Dividend to TRGI

On July 21, 2020, our board of directors approved a one-time dividend of \$4.0 million to our shareholders reflecting a portion of the cash generation from the business during fiscal year 2020. The dividend was paid on July 24, 2020 to TRGI, the holder of our Series A preferred share (outstanding prior to its automatic conversion into common shares in connection with our initial public offering), which was entitled to a dividend preference that expired upon conversion of the Series A preferred share to common shares upon the completion of our initial public offering.

Stockholders' Agreement

We are party to a Stockholders' Agreement with TRGI dated as of September 15, 2017. The agreement requires that we obtain TRGI's prior written consent before we or our subsidiaries take or commit to take certain material actions, including, among others:

- acquisition of the stock or assets of an unaffiliated entity in a single transaction or a series of related transactions with an enterprise value greater than \$2.0 million;
- consolidation, merger, amalgamation or other business combination with any entity other than us or a wholly-owned subsidiary of ours, or a "Change in Control" (as defined in our debt instruments);
- disposition or transfer, in a single transaction or a series of related transactions, to another party of our or any of our subsidiaries' assets with a value greater than \$2.0 million in the aggregate or for consideration greater than \$2.0 million, other than in the ordinary course of business;
- entry into any corporate strategic relationship involving the payment, contribution or assignment by us or any of our subsidiaries of money or assets greater than \$1.0 million;
- creation of any new class of equity securities, issuance of additional shares of any class of equity securities, or any offering of securities (except for awards under stockholder-approved equity plans and issuances to our parent company or any of its subsidiaries);
- incurrence, assumption or guarantee of indebtedness by us to any third party;
- incurrence, assumption or guarantee of incremental indebtedness (as measured from indebtedness existing on September 15, 2017) by us, in a single transaction or a series of related transactions, in an amount greater than \$5.0 million;
- transfer of any senior note issued by e-Telequote Insurance, Inc. under a certain Note Purchase Agreement dated June 2017 (the "2017 ETQ Notes") by any holder thereof or any amendment to the 2017 ETQ Notes or the related note purchase agreement;
- repurchase of our equity securities or adoption of any share repurchase plan;
- capital expenditures in an aggregate amount greater than \$10.0 million in any fiscal year;
- listing of any securities on any securities exchange;
- appointment and / or removal of independent auditors or any material change in our accounting policies and principles or internal control procedures;
- bankruptcy, liquidation, dissolution, winding up or similar event or action;
- any change of our principal lines of business, entry into new lines of business, or exit from the current lines of business;
- amendment, modification or repeal of any provision of our or our subsidiaries' organizational documents; and
- commencement or settlement of any material litigation.

The Stockholder's Agreement further provides that, to the fullest extent permitted by law and subject to section 97 of the Companies Act and our Bye-laws:

- TRGI and its partners, principals, directors, officers, members, managers, agents, employees and / or other representatives may directly or indirectly engage in the same or similar business activities or lines of business as us or any of our subsidiaries, including those lines of business deemed to be competing with us or any of our subsidiaries;
- TRGI, its affiliates and their respective partners, principals, directors, officers, members, managers, agents, employees and / or other representatives may do business with any of our potential or actual customers or suppliers;
- TRGI, its affiliates and their respective partners, principals, directors, officers, members, managers, agents, employees and / or other representatives may employ or otherwise engage any of our officers or employees; and
- none of TRGI, its affiliates or their respective partners, principals, directors, officers, members, managers, agents, employees and / or other representatives shall have any duty to communicate or offer any business opportunity that may be presented to TRGI or those other persons to us or shall be liable to us or any of our stockholders for breach of any fiduciary or other duty by reason of the fact that TRGI or such persons pursues that business opportunity, directs that business opportunity to another person or fails to present that business opportunity, or information regarding that business opportunity to us unless, in the case of any such person who is a director or officer of ours, that business opportunity is expressly offered to that director or officer in writing solely in his or her capacity as our director or officer.

In addition, the Stockholder's Agreement allows TRGI to disclose non-public information concerning us to existing and potential investors in TRGI or its affiliates, potential transferees of TRGI's equity interest in our parent company, potential participants in future transactions involving TRGI or its affiliates and other parties that TRGI deems reasonably necessary in connection with the conduct of its TRGI's investment and business activities, subject to any such recipient agreeing to keep that information confidential. The Stockholder's Agreement remains in effect until TRGI ceases to own 10% or more of all shares issued by us (determined on an as-converted basis).

Registration Rights Agreements

On September 15, 2017, we have entered into a registration rights agreement whereby we granted certain registration rights to TRGI, including the right, under certain circumstances and subject to certain restrictions, to require us to register under the Securities Act, our common shares held by them. In addition, we have committed to file as promptly as possible after receiving a request from TRGI a shelf registration statement registering secondary sales of our common shares held by TRGI. TRGI also has the ability to exercise certain piggyback registration rights in respect of common shares held by it in connection with registered offerings requested by other holders of registration rights or initiated by us.

Amazon is entitled to customary shelf and piggy-back registration rights with respect to the shares issued upon exercise of the Amazon Warrant.

Limitations of Liability and Indemnification Matters

We intend to enter into indemnification agreements with each of our current directors and executive officers. These agreements will require us to indemnify these individuals to the fullest extent permitted under Bermuda law against liabilities that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We also intend to enter into indemnification agreements with our future directors and executive officers.

We entered into an indemnification agreement with Mr. Solazzo dated as of June 30, 2017 under which we have agreed to indemnify him for specified tax liabilities arising from the exchange of his equity interest in Etelequote PLC for 478,115 of our common shares. The indemnification obligation is capped at \$2.0 million, exclusive of certain reasonable expenses that Mr. Solazzo may incur in connection with defending against any tax liability or any indemnifiable interest, fines, or penalties imposed on Mr. Solazzo.

Policies and Procedures With Respect to Related Party Transactions

We have policies and procedures whereby our Audit Committee is responsible for reviewing and approving related party transactions. In addition, our Code of Ethics requires that all of our employees and directors inform us of any material transaction or relationship that comes to their attention that could reasonably be expected to create a conflict of interest, subject to the provisions of the Stockholders' Agreement (as described above). Further, at least annually, each director and executive officer will complete a detailed questionnaire that asks questions about any business relationship that may give rise to a conflict of interest and all transactions in which we are involved and in which the executive officer, a director or a related person has a direct or indirect material interest.

Licensing and Sublicensing Agreements

License of Clearview Software

iSky, Inc. and TRG Holdings LLC are party to a license agreement dated as of July 1, 2014 under which TRG Holdings has purchased 900 access licenses to iSky's Clearview software for a fee of \$1.8 million.

Software Services Agreement with Afiniti

Pursuant to a Standard Terms and Conditions agreement and Commercial Schedule, each dated November 14, 2017, between our subsidiary Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. dba IBEX Global Solutions and SATMAP Incorporated dba Afiniti, Inc., Afiniti Inc. may provide certain intelligent call routing services to IBEX Global Solutions in exchange for a fee equal to \$1,800 per supported call center seat per year for up to 2,000 call center seats. Under these agreements, IBEX Global Solutions had a prepayment credit with Afiniti Inc. equal to \$1.1 million as of June 30, 2021.

Sublease of Office Space

Pursuant to an agreement dated June 30, 2018, Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and iSky, Inc. have agreed to sublease office space in Washington, D.C. leased by TRG Holdings, LLC. On July 1, 2018, iSky, Inc. exercised its right to terminate the sub-lease agreement and effectively Ibex Global Solutions, Inc. became the sole sub-lessee. The lease amount payable under this sublease is \$26,616 per month with nominal increases that go into effect as of July 1, 2020 and thereafter. The lease has been terminated effective June 30, 2021.

Participation in Health and Welfare Plans

Our subsidiary Ibex Global Solutions, Inc. f/k/a TRG Customer Solutions, Inc. and its affiliate TRG Holdings LLC are parties to a Third Party Services Agreement dated April 1, 2013 whereby employees of TRG Holdings LLC and its affiliates are permitted to participate in the health, dental, and life insurance plans offered by Ibex Global Solutions, Inc. to its employees. TRG Holdings LLC is obligated to indemnify Ibex Global Solutions, Inc. for any claims arising out of the participation in such plans by employees of TRG Holdings and its affiliates.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

Consolidated Financial Statements

Our audited consolidated financial statements are included at the end of this annual report, starting at page F-1.

Legal Proceedings

We are subject to various claims and legal actions in the ordinary course of business. We are currently of the opinion that these claims and legal actions will not have a material adverse impact on our consolidated position and / or the results of our operations.

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 of directors 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 of directors may deem relevant.

B. Significant Changes

We are not aware of any significant changes other than what has been discussed in other parts of this annual report. Please refer to Note 31 of our audited consolidated financial statements beginning on page F-1 for a discussion of subsequent events.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Our common shares are currently listed on the Nasdaq Global Market under the symbol "IBEX".

B. Plan of Distribution

Not applicable.

C. Markets

Our common shares began trading on the Nasdaq Global Market under the symbol "IBEX" on August 7, 2020.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

The information set forth in our Registration Statement on Form F-1 (File No. 333-239821), as amended, originally filed with the SEC on July 10, 2020 and declared effective by the SEC on August 6, 2020, under the headings "Description of Share Capital" is incorporated herein by reference.

C. Material Contracts

On August 6, 2020, we, along with TGRI, entered into an underwriting agreement with Citigroup Global Markets Inc. and RBC Capital Markets, LLC as representatives of the several underwriters named therein, with respect to the primary and secondary offering of our common shares sold in our initial public offering. We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act.

"Item 4. Information on the Company—History and development of the company," "Item 5. Operating and Financial Review and Prospects— Liquidity and Capital Resources—Financing Arrangements," "Item 6. Directors, Senior Management and Employees— Compensation," and "Item 7B. Related-Party Transactions" are incorporated herein by reference.

D. Exchange Controls

We have been designated by the BMA as a non-resident for Bermuda exchange control purposes. This designation allows us to engage in transactions in currencies other than the Bermuda dollar, and there are no restrictions on our ability to transfer funds (other than funds denominated in Bermuda dollars) in and out of Bermuda or to pay dividends to U.S. residents who are holders of our common shares.

The BMA has pursuant to its statement of June 1, 2005 given its general permission under the Bermuda Exchange Control Act 1972 (and its related regulations) for the issue and transfer of our common shares to and between non-residents of Bermuda for exchange control purposes, provided our common shares are listed on the Nasdaq Global Market, or any other appointed stock exchange. This general permission would cease to apply if our common shares were to cease to be so listed and in such event specific permission would be required from the BMA for all issues and transfers of our common shares subject to certain exceptions set out in the BMA statement of June 1, 2005.

Accordingly, in giving such consent or permissions, neither the BMA nor the Registrar of Companies in Bermuda shall be liable for the financial soundness, performance or default of our business or for the correctness of any opinions or statements expressed in this annual report. Certain issues and transfers of common shares involving persons deemed resident in Bermuda for exchange control purposes require the specific consent of the BMA.

In accordance with Bermuda law, share certificates are only issued in the names of companies, partnerships or individuals. In the case of a shareholder acting in a special capacity (for example as a trustee), certificates may, at the request of the shareholder, record the capacity in which the shareholder is acting. Notwithstanding such recording of any special capacity, we are not bound to investigate or see to the execution of any such trust.

E. Taxation

MATERIAL U.S. AND BERMUDA INCOME TAX CONSEQUENCES

The following discussion is a description of the material Bermuda and U.S. federal income tax consequences of an investment in our common shares. This discussion is not exhaustive of all possible tax considerations. In particular, this discussion does not address the tax consequences under state, local, and other national (e.g., non-Bermuda and non-U.S.) tax laws. Accordingly, we urge you to consult your own tax advisor regarding your particular tax circumstances and the tax consequences under state, local, and other national tax laws. The following discussion is based upon laws and relevant interpretations thereof in effect and available as of the date hereof, all of which are subject to change, possibly with retroactive effect.

Bermuda Tax Consequences

The following is a discussion of the material Bermuda tax consequences of an investment in our common shares. The following discussion is not exhaustive of all possible tax considerations. We urge you to consult your own tax advisor regarding your particular tax circumstances.

Taxation of the Companies

At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by us or by our shareholders in respect of our shares. We have received from the Minister of Finance of Bermuda under The Exempted Undertaking Tax Protection Act 1966, as amended, an assurance that, in the event that Bermuda enacts legislation imposing tax computed on profits, income, any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance, the imposition of any such tax shall not be applicable to us or to any of our operations or shares, debentures or other obligations, until March 31, 2035. The assurance does not exempt us from paying import duty on goods imported into Bermuda. In addition, all entities employing individuals in Bermuda are required to pay a payroll tax and there are other sundry taxes payable, directly or indirectly, to the Bermuda government. We and our subsidiaries incorporated in Bermuda pay annual government fees to the Bermuda government.

Taxation of Holders

Currently, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by our shareholders in respect of our common shares. The issue, transfer, or redemption of our common shares is not currently subject to stamp duty.

U.S. Federal Income Tax Consequences

The following discussion of the material U.S. federal income tax consequences of the acquisition, ownership and disposition of our common shares is based upon current law and does not purport to be a comprehensive discussion of all the tax considerations that may be relevant to a decision to purchase our common shares. This summary is based on current provisions of the Internal Revenue Code of 1986, as amended, or the Code, existing, final, temporary and proposed U.S. Treasury Regulations, administrative rulings and judicial decisions, in each case in effect and available on the date of this annual report. All of the foregoing are subject to change, which change could apply retroactively and could affect the tax consequences described below.

This section describes the material U.S. federal income tax consequences to U.S. holders, as defined below, of common shares. This discussion addresses only the U.S. federal income tax considerations for U.S. holders that acquire the common shares at their original issuance and hold the common shares as capital assets. This summary does not address all U.S. federal income tax matters that may be relevant to a particular U.S. holder. **Each prospective investor should consult a professional tax advisor with respect to the tax consequences of the acquisition, ownership or disposition of the common shares.** This summary does not address tax considerations applicable to a holder of common shares that may be subject to special tax rules including, without limitation, the following:

- certain financial institutions;
- insurance companies;
- dealers or traders in securities, currencies, or notional principal contracts;
- tax-exempt entities;
- regulated investment companies or real estate investment trusts;
- persons that hold the common shares as part of a hedge, straddle, conversion, constructive sale or similar transaction involving more than one position;
- an entity classified as a partnership and persons that hold the common shares through partnerships or certain other pass-through entities;
- certain holders (whether individuals, corporations or partnerships) that are treated as expatriates for some or all U.S. federal income tax purposes;
- persons who acquired the common shares as compensation for the performance of services;
- persons holding the common shares in connection with a trade or business conducted outside of the U.S.;
- a U.S. holder who holds the common shares through a financial account at a foreign financial institution that does not meet the requirements for avoiding withholding with respect to certain payments under Sections 1471 through 1474 of the Code;
- holders that own (or are deemed to own) 10% or more of our shares by vote or value; and
- holders that have a "functional currency" other than the U.S. dollar.

Further, this discussion does not address alternative minimum, gift or estate tax consequences or the indirect effects on the holders of equity interests in entities that own our common shares. In addition, this discussion does not consider the U.S. tax consequences to holders of common shares that are not "U.S. holders" (as defined below).

For the purposes of this discussion, a "U.S. holder" is a beneficial owner of common shares that is (or is treated as), for U.S. federal income tax purposes:

- an individual who is either a citizen or resident of the U.S.;
- a corporation, or other entity that is treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the U.S. or any state of the U.S. or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust, if a court within the United States is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of such trust or has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person within the meaning of the Code.

If a partnership holds common shares, the tax treatment of a partner and such partnership will generally depend upon the status of the partner and upon the activities of the partnership.

We will not seek a ruling from the U.S. Internal Revenue Service, ("IRS"), with regard to the U.S. federal income tax treatment of an investment in our common shares, and we cannot assure you that that the IRS will agree with the conclusions set forth below.

Distributions

Subject to the discussion under “*Passive foreign investment company considerations*” below, the gross amount of any distribution actually or constructively received by a U.S. holder with respect to common shares will be taxable to the U.S. holder as a dividend to the extent of such U.S. holder’s pro rata share of our current and accumulated earnings and profits as determined under U.S. federal income tax principles. Distributions in excess of such pro rata share of our earnings and profits will be non-taxable to the U.S. holder to the extent of, and will be applied against and reduce, the U.S. holder’s adjusted tax basis in the common shares. Distributions in excess of the sum of such pro rata share of our earnings and profits and such adjusted tax basis will generally be taxable to the U.S. holder as capital gain from the sale or exchange of property. However, since we do not calculate our earnings and profits under U.S. federal income tax principles, it is expected that any distribution will be reported as a dividend, even if that distribution would otherwise be treated as a non-taxable return of capital or as capital gain under the rules described above. The amount of any distribution of property other than cash will be the fair market value of that property on the date of distribution. A corporate U.S. holder will not be eligible for any dividends-received deduction in respect of a dividend received with respect to our common shares.

While we do not currently plan to pay any dividends, the currency of any dividends that we may pay is subject to future determination. If we pay any such dividends in a currency other than U.S. dollars (a “foreign currency”), the amount of a distribution paid to a U.S. holder in a foreign currency will be the U.S. dollar value of the foreign currency calculated by reference to the spot exchange rate on the day the U.S. holder actually or constructively receives the distribution, regardless of whether the foreign currency is converted into U.S. dollars at that time. Any foreign currency gain or loss a U.S. holder realizes on a subsequent conversion of foreign currency into U.S. dollars will be U.S. source ordinary income or loss. If dividends received in a foreign currency are converted into U.S. dollars on the day they are actually or constructively received, a U.S. holder should not be required to recognize foreign currency gain or loss in respect of the dividend.

Under the Code and subject to the discussion below regarding the “Medicare Tax,” qualified dividends received by non-corporate U.S. holders (*i.e.*, individuals and certain trusts and estates) are currently subject to a maximum income tax rate of 20%. This reduced income tax rate is applicable to dividends paid by “qualified foreign corporations” to such non-corporate U.S. holders that meet the applicable requirements, including a minimum holding period (generally, at least 61 days without protection from the risk of loss during the 121-day period beginning 60 days before the ex-dividend date). A non-U.S. corporation (other than a corporation that is classified as a passive foreign investment company, (“PFIC”), for the taxable year in which the dividend is paid or the preceding taxable year) generally will be considered to be a qualified foreign corporation (a) if it is eligible for the benefits of a comprehensive tax treaty with the U.S. which the Secretary of the Treasury of the U.S. determines is satisfactory for purposes of this provision and which includes an exchange of information provision or (b) with respect to any dividend it pays on shares of stock which are readily tradable on an established securities market in the U.S. Our common shares will be listed on the Nasdaq Global Market, which has been determined to be an established securities market in the U.S. Based on the foregoing, we expect to be considered a qualified foreign corporation under the Code. Accordingly, dividends paid by us to non-corporate U.S. holders with respect to shares that meet the minimum holding period and other requirements are expected to be treated as “qualified dividend income.” However, dividends paid by us will not qualify for the 20% maximum U.S. federal income tax rate if we are treated, for the tax year in which the dividends are paid or the preceding tax year, as a PFIC for U.S. federal income tax purposes, as discussed below.

Dividends received by a U.S. holder with respect to common shares generally will be treated as foreign source income for the purposes of calculating that holder’s foreign tax credit limitation. For this purpose, dividends distributed by us generally will constitute “passive category income” (but, in the case of some U.S. holders, may constitute “general category income”).

Sale or Other Disposition of Common Shares

A U.S. holder will generally recognize gain or loss for U.S. federal income tax purposes upon the sale or exchange of common shares in an amount equal to the difference between the U.S. dollar value of the amount realized from such sale or exchange and the U.S. holder's tax basis for those common shares. Subject to the discussion under "Passive foreign investment company considerations" below, this gain or loss will generally be a capital gain or loss and will generally be treated as from sources within the U.S. Such capital gain or loss will be treated as long-term capital gain or loss if the U.S. holder has held the common shares for more than one year at the time of the sale or exchange. Long-term capital gains of non-corporate holders may be eligible for a preferential tax rate; the deductibility of capital losses is subject to limitations.

Medicare Tax

An additional 3.8% tax ("Medicare Tax"), is imposed on all or a portion of the "net investment income" (which includes taxable dividends and net capital gains, adjusted for deductions properly allocable to such dividends or net capital gains) received by (i) U.S. holders that are individuals with modified adjusted gross income of over \$200,000 (\$250,000 in the case of joint filers, \$125,000 in the case of married individuals filing separately) and (ii) certain trusts or estates.

Passive Foreign Investment Company Considerations

A corporation organized outside the U.S. generally will be classified as a PFIC for U.S. federal income tax purposes in any taxable year in which, after applying the applicable look-through rules, either: (i) at least 75% of its gross income is passive income, or (ii) 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. In arriving at this calculation, a pro rata portion of the income and assets of each corporation in which we own, directly or indirectly, at least a 25% interest, as determined by the value of such corporation, must be taken into account. Passive income for this purpose generally includes dividends, interest, royalties, rents and gains from commodities and securities transactions. We believe that we were not a PFIC for any previous taxable year. Based on our estimated gross income, the average value of our gross assets, and the nature of the active businesses conducted by our "25% or greater" owned subsidiaries, we do not believe that we will be classified as a PFIC in the current taxable year and do not expect to become one in any taxable year in the foreseeable future. However, our status for 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 (and may fluctuate considerably given that market prices of technology companies have been especially volatile). In addition, the composition of our income and assets will be affected by how, and how quickly, we spend the cash we raised in our initial public offering. If we were a PFIC for any taxable year during which a U.S. holder held common shares, under the "default PFIC regime" (i.e., in the absence of one of the elections described below), gain recognized by the U.S. holder on a sale or other disposition (including a pledge) of the common shares would be allocated ratably over the U.S. holder's holding period for the common shares. The amounts allocated to the taxable year of the sale or other disposition and to any year before we became a PFIC would be taxed as ordinary income. The amount allocated to each other taxable year would be subject to tax at the highest rate in effect for individuals or corporations, as appropriate, for that taxable year, and an interest charge would be imposed on the resulting tax liability for that taxable year. Similar rules would apply to the extent any distribution in respect of common shares exceeds 125% of the average of the annual distributions on common shares received by a U.S. holder during the preceding three years or the holder's holding period, whichever is shorter.

In the event we were treated as a PFIC, the tax consequences under the default PFIC regime described above could be avoided by either a "mark-to-market" or "qualified electing fund," or QEF, election. A U.S. holder making a mark-to-market election (if the eligibility requirements for such an election were satisfied) generally would not be subject to the PFIC rules discussed above, except with respect to any portion of the holder's holding period that preceded the effective date of the election. Instead, the electing holder would include in ordinary income, for each taxable year in which we were a PFIC, an amount equal to any excess of (a) the fair market value of the common shares as of the close of such taxable year over (b) the electing holder's adjusted tax basis in such common shares. In addition, an electing holder would be allowed a deduction in an amount equal to the lesser of (a) the excess, if any, of (i) the electing holder's adjusted tax basis in the common shares over (ii) the fair market value of such common shares as of the close of such taxable year or (b) the excess, if any, of (i) the amount included in ordinary income because of the election for prior taxable years over (ii) the amount allowed as a deduction because of the election for prior taxable years. The election would cause adjustments in the electing holder's tax basis in the common shares to reflect the amount included in gross income or allowed as a deduction because of the election. In addition, upon a sale or other taxable disposition of common shares, an electing holder would recognize ordinary income or loss (not to exceed the excess, if any, of (a) the amount included in ordinary income because of the election for prior taxable years over (b) the amount allowed as a deduction because of the election for prior taxable years).

Alternatively, a U.S. holder making a valid and timely QEF election generally would not be subject to the default PFIC regime discussed above. Instead, for each PFIC year to which such an election applied, the electing holder would be subject to U.S. federal income tax on the electing holder's pro rata share of our net capital gain and ordinary earnings for that year, regardless of whether such amounts were actually distributed to the electing holder. Although we currently intend to make available the information necessary to permit a U.S. holder to make a valid QEF election for any taxable year that we determine we are treated as a PFIC, there can be no assurance that we will continue to do so in future years.

If we are considered a PFIC for the current taxable year or any future taxable year, a U.S. holder may be required to file annual information returns for such year, whether or not the U.S. holder disposed of any common shares or received any distributions in respect of common shares during such year.

Backup Withholding and Information Reporting

U.S. holders generally will be subject to information reporting requirements with respect to dividends on common shares and on the proceeds from the sale, exchange or disposition of common shares that are paid within the U.S. or through U.S.-related financial intermediaries, unless the U.S. holder is an "exempt recipient." In addition, U.S. holders may be subject to backup withholding (currently at a 24% rate) on such payments, unless the U.S. holder provides a taxpayer identification number and a duly executed IRS Form W-9 or otherwise establishes an exemption. Backup withholding is not an additional tax, and the amount of any backup withholding will be allowed as a credit against a U.S. holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the required information is timely furnished to the IRS.

Foreign Account Tax Compliance Act, ("FATCA"), and Related Provisions

Under certain circumstances, the company or its paying agent may be required, pursuant to the FATCA provisions of the Code (or analogous provisions of non-U.S. law) and regulations or pronouncements thereunder, any "intergovernmental agreement" entered into pursuant to those provisions or any U.S. or non-U.S. fiscal or regulatory legislation, rules, guidance, notes or practices adopted pursuant to any such agreement, to withhold U.S. tax at a rate of 30% on all or a portion of payments of dividends or other corporate distributions which are treated as "foreign passthrough payments" made on or after the date that is two years after the date of publication in the Federal Register of final regulations defining the term "foreign passthrough payment", if such payments are not exempt from such withholding. The company believes, and this discussion assumes, that the company is not a "foreign financial institution" for purposes of FATCA. The rules regarding FATCA and "foreign passthrough payments," including the treatment of proceeds from the disposition of common shares, are not completely clear, and further guidance may be issued by the IRS that would clarify how FATCA might apply to dividends or other amounts paid on or with respect to common shares.

Specified Foreign Financial Assets

Certain individual U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of US\$50,000 on the last day of the tax year or more than US\$75,000 at any time during the tax year are generally required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer that are not held in accounts maintained by financial institutions. Higher reporting thresholds apply to certain individuals living abroad and to certain married individuals. Regulations extend this reporting requirement to certain entities that are treated as formed or availed of to hold direct or indirect interests in specified foreign financial assets based on certain objective criteria. U.S. Holders who fail to report the required information could be subject to substantial penalties. In addition, the statute of limitations for assessment of tax would be suspended, in whole or part. Prospective investors should consult their own tax advisors concerning the application of these rules to their investment in the common shares, including the application of the rules to their particular circumstances.

F. Dividends and paying agents

Not applicable.

G. Statements by experts

Not applicable.

H. Documents on display

The SEC maintains a website at www.sec.report that contains reports, proxy and information statements and other information regarding registrants that make electronic filings through its Electronic Data Gathering, Analysis, and Retrieval ("EDGAR") system. All our Exchange Act reports and other SEC filings will be available through the EDGAR system. You may also access information about IBEX through our corporate website <https://www.ibex.co>. The information contained in both websites is not incorporated by reference into this annual report.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

For further information about the market risks to which we are exposed, please see Note 22 to our audited consolidated financial statements included at the end of this annual report.

Foreign currency hedging

In the first quarter of fiscal year 2022, we implemented a foreign currency hedging program to reduce our exposure to foreign currency exchange rate fluctuations associated with forecasted expenses in certain non-functional currencies. We have designated and accounted for the purchased derivative instruments as cash flow hedges. While we have implemented certain strategies to mitigate risks related to the impact of fluctuations in currency exchange rates, we cannot mitigate all foreign exchange gains or losses from international transactions.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Initial Public Offering

In August 2020, we sold 3,571,429 common shares, each with a par value of \$0.00011650536, in our initial public offering and TRGI, our largest shareholder, sold 1,190,476 common shares at a public offering price of \$19.00 per share as part of the same offering. The net offering proceeds to us, before expenses, and after deducting underwriting discounts and commissions were approximately \$63.1 million. The offering commenced on August 7, 2020 and did not terminate before all of the securities registered in the registration statement were sold (other than the common shares subject to the underwriters' 30-day option to purchase additional shares). The effective date of the registration statement, File No. 333-239821, for our initial public offering of common shares was August 6, 2020, which was after the ending date of the reporting period covered by this annual report on Form 20-F. Citigroup and RBC Capital Markets acted as joint book-running managers of the offering and as representatives of the several underwriters named in the underwriting agreement.

\$1.6 million of the net proceeds from our initial public offering has been used to pay deal related expenses. The balance is held in cash and cash equivalents and is intended to be used to build out additional facilities as well as expand existing facilities, invest in upgraded support systems that improve our internal employee management and real time financial reporting, and/or to repay high interest debt. None of the net proceeds of our initial public offering were paid directly or indirectly to any director, officer, or persons owning ten percent or more of our common shares, or to any of our related parties.

ITEM 15. 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 Securities and Exchange Commission’s (“SEC”) 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, has evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2021. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2021.

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 IFRS. 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, 2021. 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, our management has determined that our internal control over financial reporting was effective as of June 30, 2021.

During the audit for the fiscal year ended June 30, 2020, we and our independent registered public accounting firm identified a material weakness in our internal control over financial reporting related to the execution and review of complex accounting matters. Due to a failure in procedures with respect to the execution, review, supervision and monitoring of complex accounting matters, a number of adjustments were identified and made to the consolidated financial statements during the course of our audit. Management believes that progress continues to be made towards the implementation of an effective internal control environment, as we continue to design and implement common policies, IT general controls, procedures and controls for financial reporting. We have many individual policies, procedures and controls already in place and appropriate financial systems have been, and are being, implemented to establish an effective internal control environment. As of June 30, 2021, management, with the participation of our Chief Executive Officer and Chief Financial Officer, has determined that this material weakness was remediated.

Key elements of the ongoing remediation efforts include the following:

- Continuing to develop and implement an overall, formalized internal control framework,
- Hiring additional personnel with expertise in technical accounting and SEC reporting, and
- Developing and implementing a training plan for personnel involved with or having an impact on the financial reporting function.

Our management continues to evaluate and improve the internal control environment, including our disclosure controls and procedures and internal controls over financial reporting.

See “Risk Factors—Risks Related to our Business—If we are unable to implement and maintain effective internal control over financial reporting, our results of operations and the price of our common shares could be adversely affected.”

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

Our Board has determined that Mr. John Leone is an audit committee financial expert as defined in Item 16A of Form 20-F and as determined by our board of directors. Mr. Leone is independent as such term is defined in Rule 10A-3 under the Exchange Act and under the listing standards of the Nasdaq Global Market.

ITEM 16B. CODE OF ETHICS

We have adopted a Code of Business Conduct and Ethics that is applicable to all of the directors, executives, employees and independent contractors of IBEX and our subsidiaries. A copy of the Code of Business Conduct and Ethics is available on our website at www.ibex.co. The Nominating and Corporate Governance Committee of the board of directors is responsible for overseeing the Code of Business Conduct and Ethics and must approve any amendments or modifications thereof. The board of directors (in the case of a violation by a director or executive officer) or the Legal Department (in case of a violation by any other person) may in its discretion, waive a violation of the Code of Business Conduct and Ethics. We expect that any amendments to the Code of Business Conduct and Ethics, or any waivers of its requirements, will be disclosed on our website.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

BDO has served as our independent registered public accounting firm for fiscal years 2021 and 2020. Our accountant's fees for professional services are as follows:

	Year ended June 30	
	2021	2020
Audit Fees	\$ 1,979,654	1,399,743
Audit-related Fees	-	-
Tax Fees	-	-
Other Fees	-	-
Total fees and services	\$ 1,979,654	1,399,743

“Audit Fees” are the aggregate fees for the audit of our annual consolidated financial statements and annual statutory financial statements, reviews of interim financial statements, review of our registration statement, and related consents.

“Audit-related Fees” are the aggregate fees for assurance and related services that are reasonably related to the performance of the audit and are not reported under Audit Fees.

“Tax Fees” are the aggregate fees for professional services rendered by the principal accountant for tax compliance, tax advice and tax planning related services.

“Other Fees” are any additional amounts for products and services provided by the principal accountant.

There were no “Audit-related Fees,” “Tax Fees,” or “Other Fees” during the fiscal years 2021 or 2020.

Our audit committee has adopted a pre-approval policy for the engagement of our independent accountant to perform certain audit and non-audit services.

ITEM 16D. EXEMPTION FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F. CHANGE IN REGISTRANT’S CERTIFYING ACCOUNTANT

Not applicable.

ITEM 16G. CORPORATE GOVERNANCE

As a “foreign private issuer,” as defined by the SEC, we are permitted to follow home country corporate governance practices, instead of certain corporate governance practices required by the Nasdaq Global Market for U.S. domestic issuers. While we intend to follow most Nasdaq Global Market corporate governance listing standards, we follow Bermuda corporate governance practices in lieu of Nasdaq Global Market corporate governance listing standards as follows:

- Exemption from the requirement to have a compensation committee comprised solely of independent members of the board of directors;
- Exemption from quorum requirements applicable to meetings of shareholders. Such quorum requirements are not required under Bermuda law. In accordance with generally accepted business practice, our amended and restated articles of association provide alternative quorum requirements that are generally applicable to meetings of shareholders;
- Exemption from the Nasdaq Global Market corporate governance listing standards applicable to domestic issuers requiring disclosure within four business days of any determination to grant a waiver of the code of business conduct and ethics to directors and officers. Although we will require board approval of any such waiver, we may choose not to disclose the waiver in the manner set forth in the Nasdaq Global Market corporate governance listing standards, as permitted by the foreign private issuer exemption; and
- Exemption from the requirement to obtain shareholder approval for certain issuances of securities, including shareholder approval of share option plans.

We intend to take all actions necessary for us to maintain compliance as a foreign private issuer under the applicable corporate governance requirements of the Sarbanes-Oxley Act, the rules adopted by the SEC and the Nasdaq corporate governance rules and listing standards. Because we are a foreign private issuer, our directors and senior management are not subject to short-swing profit and insider trading reporting obligations under Section 16 of the Exchange Act. They are, however, subject to the obligations to report changes in share ownership under Section 13 of the Exchange Act and related SEC rules.

ITEM 16H. MINE SAFETY DISCLOSURE

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

We have elected to provide financial statements pursuant to Item 18.

ITEM 18. FINANCIAL STATEMENTS

Our audited consolidated financial statements are included at the end of this annual report.

ITEM 19. EXHIBITS

The following exhibits are filed as part of this annual report on Form 20-F:

Exhibit Number	Description of Document
1.1	Memorandum of Association (Incorporated by reference to Exhibit 3.1 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 29, 2020).
1.2	Amended and Restated Bye-laws (Incorporated by reference to Exhibit 1.2 to the Annual Report on Form 20-F (File No. 001-38442) as filed with the SEC on October 23, 2020).
2.1*	Description of the Registrant's securities registered pursuant to Section 12 of the Securities Exchange Act of 1934, as amended.
4.1	Registration Rights Agreement, dated as of September 15, 2017, by and between IBEX Limited and The Resource Group International Limited (Incorporated by reference to Exhibit 10.1 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.2	Stockholders' Agreement, dated as of September 15, 2017, by and between IBEX Limited and The Resource Group International, Limited (Incorporated by reference to Exhibit 10.2 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.3#	Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A. (Incorporated by reference to Exhibit 10.3 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.4	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. (Incorporated by reference to Exhibit 10.4 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.5	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. (Incorporated by reference to Exhibit 10.5 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.6	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. (Incorporated by reference to Exhibit 10.6 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.7	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. (Incorporated by reference to Exhibit 10.7 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.8#	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. (Incorporated by reference to Exhibit 10.8 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.9	Sixth Amendment, dated June 30, 2015, to the Revolving Credit and Security Agreement, dated November 8, 2013, by and between TRG Customer Solutions, Inc. and PNC Bank, N.A. (Incorporated by reference to Exhibit 10.9 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.10	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. (Incorporated by reference to Exhibit 10.10 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).

4.11	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. (Incorporated by reference to Exhibit 10.11 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.12	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. (Incorporated by reference to Exhibit 10.12 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.13	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. (Incorporated by reference to Exhibit 10.13 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.14	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. (Incorporated by reference to Exhibit 10.14 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.15	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. (Incorporated by reference to Exhibit 10.15 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.16	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. (Incorporated by reference to Exhibit 4.14 to the Annual Report on Form 20-F (File No. 001-38442) as filed with the SEC on October 23, 2020).
4.17*	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.
4.18*#	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.
4.19*	Amended and Restated Collateral Pledge Agreement, dated September 30, 2021, by and between Ibex Global Solutions, Inc. and PNC Bank, N.A.
4.20*	Collateral Pledge Agreement, dated September 30, 2021, by and between Digital Globe Services, LLC and PNC Bank, N.A.
4.21*	Trademark Security Agreement, dated September 30, 2021, by and among Ibex Global Solutions, Inc., iSky, LLC and PNC Bank, N.A.
4.22	IBEX Holdings Limited 2018 Restricted Share Plan (Incorporated by reference to Exhibit 10.35 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.23	Form of Restricted Share Agreement (A) (Incorporated by reference to Exhibit 10.36 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.24	Form of Restricted Share Agreement (B) (Incorporated by reference to Exhibit 10.37 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.25	IBEX Holdings Limited UK Sub-Plan of the 2018 Restricted Share Plan (Incorporated by reference to Exhibit 10.38 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.26	2020 Long Term Incentive Plan, dated as of May 20, 2020 (Incorporated by reference to Exhibit 10.39 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).

4.27+	Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended December 28, 2018) (Incorporated by reference to Exhibit 10.40 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 29, 2020).
4.28	First Amendment to Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended December 17, 2019) (Incorporated by reference to Exhibit 10.41 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.29	Second Amendment to Second Amended and Restated Warrant, dated November 13, 2017, issued to Amazon.com NV Investment Holdings LLC (amended March 12, 2021).
4.30	Form of director agreement (Incorporated by reference to Exhibit 10.42 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.31	Form of executive employment agreement (Incorporated by reference to Exhibit 10.43 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
4.32	Form of director indemnification agreement (Incorporated by reference to Exhibit 10.44 to the Registration Statement on Form F-1 (File No. 333-239821) as filed with the SEC on July 10, 2020).
8.1*	Subsidiaries of the Registrant.
12.1*	Certification by the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2*	Certification by the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
13.1**	Certification by the Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.1*	Consent of BDO LLP, independent registered public accounting firm.
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted in Inline XBRL and included as Exhibit 101).

* Filed herewith.

** Furnished herewith.

Certain schedules and exhibits to this agreement have been omitted in accordance with the instructions to Item 19 of Form 20-F. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the SEC upon request.

+ Certain identified confidential information in this exhibit has been omitted because such identified confidential information (i) is not material and (ii) is the type that the Registrant treats as private or confidential.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

IBEX LIMITED

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

Date: October 13, 2021

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IBEX LIMITED

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Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
Ibex Limited
Hamilton, Bermuda

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated statements of financial position of Ibex Limited (the "Company") as of June 30, 2021 and 2020, the related consolidated statements of profit or loss and other comprehensive income (loss), changes in equity, and cash flows for each of the three years in the period ended June 30, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Group at June 30, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2021, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated 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 audit to obtain reasonable assurance about whether the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

BDO LLP
We have served as the Company's auditor since 2017.

Reading, United Kingdom

October 13, 2021

IBEX Limited
Consolidated Statements of Financial Position

	Notes	As of June 30, 2021	As of June 30, 2020
(US\$'000)			
Assets			
Current assets			
Cash and cash equivalents	10	57,842	21,870
Trade and other receivables	9	81,104	62,579
Due from related parties	23	1,755	1,587
Warrant asset	28	673	—
Total current assets		141,374	86,036
Non-current assets			
Property and equipment	6	106,703	84,588
Goodwill	4	11,832	11,832
Other intangible assets	5	3,209	2,781
Warrant asset	28	1,420	2,611
Investment in joint venture	7	258	331
Deferred tax asset	18	4,252	2,223
Other assets	8	5,239	4,834
Total non-current assets		132,913	109,200
Total assets		274,287	195,236
Liabilities and Equity			
Current liabilities			
Trade and other payables	15	54,863	53,213
Deferred revenue	11	4,077	3,470
Lease liabilities	6.2	12,121	12,668
Borrowings	13	26,716	27,476
Due to related parties	23	4,275	5,739
Income tax payable	18	3,663	3,087
Total current liabilities		105,715	105,653
Non-current liabilities			
Deferred revenue	11	3,010	434
Lease liabilities	6.2	71,878	62,044
Borrowings	13	1,801	3,782
Deferred tax liability	18	86	117
Other non-current liabilities	14	11,138	7,058
Total non-current liabilities		87,913	73,435
Total liabilities		193,628	179,088
Equity attributable to owners of the parent			
Share capital	12	2	12
Additional paid-in capital	12	158,157	96,207
Other reserves	12	33,180	29,456
Accumulated deficit		(110,680)	(109,527)
Total equity		80,659	16,148
Total liabilities and equity		274,287	195,236

The accompanying notes are an integral part of these consolidated financial statements.

IBEX Limited
Consolidated Statements of Profit or Loss and Other Comprehensive Income (Loss)
For the years ended

	Notes	June 30, 2021	June 30, 2020	June 30, 2019
		(US\$'000)		
Revenue	25	443,662	405,135	368,380
Payroll and related costs	26	296,799	276,255	254,592
Share-based payments	19	4,521	359	4,087
Reseller commission and lead expenses		13,749	17,328	27,877
Depreciation and amortization		28,197	24,472	20,895
Fair value measurement of share warrants	28	9,732	3,138	(364)
Other operating costs	27	76,865	64,070	54,488
Income from operations		13,799	19,513	6,805
Finance expenses	17	(9,034)	(9,428)	(7,709)
Income / (loss) before taxation, continuing operations		4,765	10,085	(904)
Income tax expense	18	(1,918)	(2,315)	(3,615)
Net income / (loss) for the year, continuing operations		2,847	7,770	(4,519)
Net income on discontinued operation, net of tax	30.2	—	—	15,484
Net income for the year		2,847	7,770	10,965
Other comprehensive income / (loss)				
<i>Item that will not be subsequently reclassified to profit or loss</i>				
Actuarial (loss) / gain on retirement benefits	14.1	(26)	(184)	109
<i>Item that will be subsequently reclassified to profit or loss</i>				
Foreign currency translation adjustment		(122)	(248)	(316)
Cash flow hedge - changes in fair value	15.2	202	(518)	—
		54	(950)	(207)
Total comprehensive income for the year		2,901	6,820	10,758
(US\$)				
Earnings / (loss) per share from continuing operations attributable to the ordinary equity holders of the parent				
Basic earnings per share	20	0.16	—	—
Diluted earnings / (loss) per share	20	0.15	—	(0.36)
Earnings per share attributable to the ordinary equity holders of the parent				
Basic earnings per share	20	0.16	—	—
Diluted earnings per share	20	0.15	—	—

The accompanying notes are an integral part of these consolidated financial statements.

IBEX Limited
Consolidated Statements of Changes in Equity
For the years ended

	Attributable to shareholders of the Holding Company								
	Issued, Subscribed and Paid in Capital			Other Reserves				Accumulated Deficit	Total Equity Attributable to the Holding Company
	Share Capital	Senior Preferred Shares	Additional Paid in Capital	Re-organization Reserve	Share Option Plans	Foreign Currency Translation Reserve	Others		
	(US\$'000)								
Balance, June 30, 2018 (as previously stated)	12	20,000	96,207	21,280	16,068	(528)	975	(126,061)	27,953
Adjustment on initial adoption of IFRS 15- Revenue from Contracts with Customers	—	—	—	—	—	—	—	(2,080)	(2,080)
Balance, July 1, 2018 (as restated)	12	20,000	96,207	21,280	16,068	(528)	975	(128,141)	25,873
Comprehensive income for the year									
Profit for the year ended June 30, 2019	—	—	—	—	—	—	—	10,965	10,965
Other Comprehensive Income	—	—	—	—	—	(316)	109	—	(207)
Total Comprehensive income / (loss) for the year	—	—	—	—	—	(316)	109	10,965	10,758
Transactions with Owners									
Redemption of senior preferred shares (Note 12.4)	—	(5,972)	—	—	—	—	—	—	(5,972)
Sale of subsidiary									
Net assets of sale of subsidiary (Note 30.2)	—	(14,028)	—	(11,536)	(2,030)	—	—	—	(27,594)
Share-based transactions (Note 19)	—	—	—	—	5,563	—	—	—	5,563
Balance, June 30, 2019	12	—	96,207	9,744	19,601	(844)	1,084	(117,176)	8,628
Comprehensive income for the year									
Profit for the year ended June 30, 2020	—	—	—	—	—	—	—	7,770	7,770
Other Comprehensive Income	—	—	—	—	—	(248)	(702)	—	(950)
Total Comprehensive income / (loss) for the year	—	—	—	—	—	(248)	(702)	7,770	6,820
Transactions with Owners									
Repurchase of Share-based transaction (Note 30.2)	—	—	—	83	(96)	—	—	—	(13)
Dividend distribution (Note 21)	—	—	—	—	—	—	—	(121)	(121)
Share-based transactions (Note 19)	—	—	—	—	834	—	—	—	834
Balance, June 30, 2020	12	—	96,207	9,827	20,339	(1,092)	382	(109,527)	16,148
Comprehensive income for the year									
Profit for the year ended June 30, 2021	—	—	—	—	—	—	—	2,847	2,847
Other Comprehensive Income	—	—	—	—	—	(122)	176	—	54
Total Comprehensive income / (loss) for the year	—	—	—	—	—	(122)	176	2,847	2,901
Transactions with Owners									
(Redemption) / issue of ordinary shares (Note 12.3)	(10)	—	61,922	—	—	—	—	—	61,912
Share options exercised (Note 19.4)	—	—	28	—	—	—	—	—	28
Dividend distribution (Note 21)	—	—	—	—	—	—	—	(4,000)	(4,000)
Share-based transactions (Note 19)	—	—	—	—	3,670	—	—	—	3,670
Balance, June 30, 2021	2	—	158,157	9,827	24,009	(1,214)	558	(110,680)	80,659

The accompanying notes are an integral part of these consolidated financial statements.

IBEX Limited
Consolidated Statements of Cash Flows
For the years ended

	Notes	June 30, 2021	June 30, 2020	June 30, 2019
(US\$'000)				
CASH FLOWS FROM OPERATING ACTIVITIES				
Income before taxation	29	4,765	10,085	19,410
Adjustments for:				
Depreciation and amortization		28,197	24,472	21,805
Amortization of warrant asset		517	705	643
Foreign currency translation loss / (gain)		198	(195)	78
Fair value measurement of share warrants	28	9,732	3,138	(364)
Phantom stock expense	19.2	851	(31)	(300)
Share-based payments	19	3,670	390	5,262
Allowance of expected credit losses	9	231	224	343
Share of profit from investment in joint venture	7	(577)	(534)	(351)
Gain on disposal of fixed assets		—	(10)	(140)
Gain on lease terminations		(923)	—	—
Provision for defined benefit scheme	14.1	228	121	129
Impairment of intangibles	5	—	777	163
Finance costs	17	9,034	9,429	13,383
(Increase) / decrease in trade and other receivables		(13,327)	9,042	(18,019)
Increase in renewal receivables		—	—	(35,022)
Increase in prepayments and other assets		(405)	(1,435)	(173)
(Decrease) / increase in trade and other payables and other liabilities		(1,655)	7,107	8,997
Cash inflow from operations		40,596	63,285	15,844
Interest paid		(9,034)	(9,429)	(13,054)
Income taxes paid		(5,665)	(2,137)	(588)
Net cash inflow from operating activities		25,897	51,719	2,202
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property and equipment	6	(19,360)	(4,283)	(5,612)
Purchase of other intangible assets	5	(1,463)	(982)	(622)
Return on investment from joint venture	7	—	—	96
Proceed from sale of assets	30.1	—	—	188
Cash adjustment from sale of subsidiary to parent company	30.2	—	—	(3,554)
Dividend received from joint venture	7	650	430	420
Net cash outflow from investing activities		(20,173)	(4,835)	(9,084)
CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds from line of credit		116,026	127,567	168,674
Repayments of line of credit		(115,189)	(142,118)	(162,851)
Proceeds from borrowings		1,714	1,000	36,617
Repayment of borrowings		(11,080)	(8,033)	(6,081)
Repayment of related party loans	23.4 & 23.7	(1,614)	—	(1,200)
Net proceeds from initial public offering	12.1	63,107	—	—
Payment of listing related cost	12.3	(1,074)	—	—
Exercise of options		28	—	—
Principal payments on lease obligations		(17,489)	(12,162)	(10,535)
(Repayment) / proceeds private placement notes	13.5	—	—	(14,500)
Dividend distribution	21	(4,000)	(121)	(1,600)
Payment of senior preferred shares	12.4	—	—	(5,972)
Net cash inflow / (outflow) from financing activities		30,429	(33,867)	2,552
Effects of exchange rate difference on cash and cash equivalents		(181)	(20)	(316)
Net increase / (decrease) in cash and cash equivalents		35,972	12,997	(4,646)
Cash and cash equivalents at beginning of the year		21,870	8,873	13,519
Cash and cash equivalents at end of the year		57,842	21,870	8,873
Non-cash items				
New leases	13.4	31,790	24,295	89,771
Issuance of warrants	28	—	—	(150)
Actuarial gain on defined benefit scheme	14.1	26	184	(109)
Sale of subsidiary	30.2	—	—	27,594

The accompanying notes are an integral part of these consolidated financial statements

IBEX Limited
Notes to the Consolidated Financial Statements
For the years ended June 30, 2021, 2020 and 2019

1. THE GROUP AND ITS OPERATIONS

IBEX Holdings Limited “the Holding Company”, was incorporated on February 28, 2017 and changed its name to IBEX Limited on September 11, 2019. IBEX Limited is hereinafter also referred to as “the Holding Company”. The registered office of the Holding Company is situated at Crawford House, 50 Cedar Avenue, Hamilton HM 11, Bermuda, which is also the principal place of business of the Holding Company. “The Group” or the “Company” refers to the Holding Company and its subsidiaries. The Holding Company is controlled by and majority owned by The Resource Group International Limited (“TRGI”) (the “Controlling Shareholder”), of which TRG Pakistan Limited holds a majority interest in TRGI. On August 7, 2020, the Group was admitted to trade on the Nasdaq Global Market on the same date under the ticker symbol “IBEX”. These consolidated financial statements of the Holding Company as of June 30, 2021 and 2020 and for the years ended June 30, 2021, 2020 and 2019 (hereafter the financial year) comprise the financial statements of IBEX Limited and its subsidiaries.

The Group is a leading end-to-end provider of technology-enabled customer lifecycle experience (“CLX”) solutions. Through the Group’s integrated CLX platform, a comprehensive portfolio of solutions is offered to optimize customer acquisition, engagement, expansion and experience for clients. The Group leverages sophisticated technology and proprietary analytics, in combination with its global contact and delivery center footprint and business process outsourcing expertise, to protect and enhance clients’ brands. The Group manages over 100 million interactions each year with consumers on behalf of clients through an omni-channel approach, using voice, web, chat and email.

On June 26, 2019, the Holding Company transferred the shares of Etelequote Limited (ETQ) to the parent company TRGI. The disposal of ETQ is described in Note 30.2.

The financial position of the Group, its cash, liquidity position and borrowing facilities are described in Note 10, Note 22.3 and Note 13 respectively to the consolidated financial statements. In addition, Notes 22 and 24 to the consolidated financial statements include the Group’s objectives, policies and processes for managing its capital; financial risk management objectives; details of financial instruments; exposures to credit risk, market risks and liquidity risks.

Going Concern

For the year ended June 30, 2021, the Group has a net income of \$2.8 million, net cash generated from operating activities of \$25.9 million and an accumulated deficit of \$110.7 million. Current assets exceed current liabilities by \$35.7 million as of June 30, 2021 of which \$26.7 million is associated with borrowings, including line of credit which was drawn to \$22.3 million at June 30, 2021 (See Note 13.2). The Group has cash and cash equivalents of \$57.8 million as of June 30, 2021.

The accompanying consolidated financial statements have been prepared assuming that the Group will continue as a going concern for at least a period of twelve months from the date of approval of these consolidated financial statements. This basis of accounting contemplates the recovery of the Group’s assets and the satisfaction of liabilities in the normal course of business.

The Company incurred non-recurring expenses of \$8.3 million primarily in the form of transportation expenses for year ended June 30, 2021 due to the COVID-19 (the Pandemic). However, the Company believes that its liquidity and operating cash flow will be sufficient to absorb additional costs for a period of at least 12 months from date of approval of the consolidated financial statements. Refer to Note 24 for capital risk management and initial public offering (IPO) respectively.

IBEX Limited
Notes to the Consolidated Financial Statements
For the years ended June 30, 2021, 2020 and 2019

The Group believes that the Pandemic presents both medium term risks and opportunities for our business. In terms of risks, any weakening of the economy could have an overall impact on the level of consumer demand for goods and services, with knock-on effect on the demand from consumer-facing businesses for customer support. On the other hand, our client base has a heavy preponderance of companies that either provide online services or are enablers of the online economy, and a prolongation of consumer online activity due to the Pandemic is likely to result in continued demand for services from our clients.

In August 2020, we detected a ransomware attack that briefly impacted a portion of our information technology systems. At no time did the attack impact our business operations or accounting systems, but the unauthorized access included the exfiltration of certain non-production data files from a file server in our backup data center. In conjunction with our containment activities, we launched an investigation, notified our insurance broker and carrier, and engaged an incident response team and cybersecurity forensics firm. Through the date of issuance of these financial statements, this incident has not had a material financial impact on our business, however we may incur losses associated with claims by third parties, as well as fines, penalties and other sanctions imposed by regulators relating to or arising from the incident, which could have a material adverse impact on our business, financial condition or results of operations in future periods.

The Group's forecasts and projections, taking account of reasonably possible changes in trading performance, show that the Group should be able to operate within the level of its current monetary facilities and plans. Management therefore has a reasonable expectation that the Group has adequate resources to continue its operational existence for a period of at least twelve months from the date of approval of these consolidated financial statements. Thus, they continue to adopt the going concern basis of accounting in preparation of these consolidated financial statements.

The Group is comprised of the Holding Company and the following direct subsidiaries with the location (country of incorporation and principal place of business), nature of business and ownership percentage:

Description	Location	Nature of Business	Ownership %	
			2021	2020
Subsidiaries				
IBEX Global Limited	Bermuda	Holding Company	100 %	100 %
DGS Limited	Bermuda	Holding Company	100 %	100 %
iSky Inc.	Bermuda	Holding Company	100 %	100 %

Please refer to Note 30 for the indirect subsidiaries of the Holding Company.

2. BASIS OF PREPARATION

2.1. Statement of compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards, International Accounting Standards and Interpretations (IFRS), as issued by the International Accounting Standards Board (IASB).

The principal accounting policies applied in the preparation of the consolidated financial statements are set out below. These policies have been consistently applied to all of the years presented.

These consolidated financial statements do not include any information or disclosures that, not requiring presentation due to their qualitative significance, have been determined as immaterial or of no relevance

IBEX Limited
Notes to the Consolidated Financial Statements
For the years ended June 30, 2021, 2020 and 2019

pursuant to the concepts of materiality or relevance defined in the IFRS conceptual framework, insofar as the Group's consolidated financial statements, taken as a whole, are concerned. All amounts are presented in thousands of dollars, unless otherwise indicated, rounded to the nearest \$1,000.

2.2. Basis of accounting and presentation

Through the Reorganization Transaction, which took place in April 2017, the Holding Company acquired from TRGI 100% ownership of IBEX Global Limited, Etelequote Limited, DGS Limited, iSky Inc. and various subsidiaries (listed above and in Note 30, - referred to as "the Continuing Business Entities") and issued its shares to TRGI in exchange. Prior to the Reorganization Transaction, TRGI controlled each of the Continuing Business Entities by virtue of its controlling interests in the predecessors to IBEX Global Limited, Etelequote Limited, DGS Limited and iSky Inc., all of which now have become part of the Group, which is controlled by TRGI.

As common control transactions are outside the scope of IFRS 3 'Business Combinations' the management has, as required by International Accounting Standard (IAS) 8 'Accounting Policies, Change in Accounting Estimates and Errors', used its judgment in applying an accounting policy which reflects the economic substance of the transaction to account for the Continuing Business Entities.

The Group's management considers the pooling of interest method of accounting to be appropriate to account for the combination of various subsidiaries controlled by TRGI with the Holding Company. As a result, the Holding Company and its subsidiaries are presented as if they have legally been a group of companies since TRGI controlled each entity.

On June 26, 2019, the Holding Company transferred the shares of Etelequote Limited (ETQ) to the parent company TRGI. The disposal of ETQ is described in Note 30.2.

2.3. Basis of measurement

The consolidated financial statements have been prepared on the basis of historical cost convention, except as otherwise disclosed, and assuming that the Group will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business.

Certain prior year amounts have been reclassified to conform to the current year presentation, including the notes to the financial statements, with no impact on previously reported net loss, financial position or cash flows.

2.4. Functional and presentation currency

As noted in Note 25.1, the Group generates approximately 97% of its revenue from clients based in the United States of America, which is denominated in United States Dollars (US\$ or USD). However, the Group conducts transactions in multiple currencies to carry out its business in various other jurisdictions as needed. The consolidated financial statements are presented in US\$, which is the Holding Company's functional and presentation currency. Amounts are rounded to the nearest thousands of US\$, unless otherwise stated.

Transactions denominated in foreign currencies are translated into USD at the exchange rate at the end of the previous month-end. Monetary items in the statement of financial position are translated at the closing rate at each reporting date and the relevant translation adjustments are recognized in the financial result.

IBEX Limited
Notes to the Consolidated Financial Statements
For the years ended June 30, 2021, 2020 and 2019

2.5. Critical accounting estimates and judgments

These consolidated financial statements are prepared in conformity with IFRS as issued by the IASB, which requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the periods. Accounting estimates require the use of significant management assumptions and judgments as to future events, and the effect of those events cannot be predicted with certainty. The accounting estimates will change as new events occur, more experience is acquired and more information is obtained. We evaluate and update our assumptions and estimates on an ongoing basis and use outside experts to assist in that evaluation when we deem necessary.

In the process of applying the Group's accounting policies, management has made the following estimates and judgments which are significant to the consolidated financial statements:

Critical accounting estimates

- Impairment of intangibles

Goodwill: The calculation for considering the impairment of the carrying amount of goodwill requires a comparison of the recoverable amount of the cash-generating units to which goodwill has been allocated, to the value of goodwill and the associated assets in the consolidated statement of financial position. The calculation of recoverable amount requires an estimate of the future cash flows expected to arise from the cash generating unit. Judgment is applied in selection of a suitable discount rate and terminal value. The key assumptions made in relation to the impairment of goodwill are set out in Note 4.

Indefinite Lived Intangibles (patent and trademarks): The indefinite lived intangibles are tested for impairment by comparing their carrying amount to the estimates of their fair value based on estimates of discounted cash flow method. In those instances where the carrying value of an asset exceeds its recoverable amount (i.e. the higher of value in use and fair value less costs to sell), the asset is written down accordingly. For more information see Note 5.

- Impairment of financial assets

The Group applies the IFRS 9 simplified approach to measuring expected credit losses using a lifetime expected credit loss provision for trade receivables and contract assets. To measure expected credit losses on a collective basis, trade receivables and contract assets are grouped based on similar credit risk and aging. The contract assets have similar risk characteristics to the trade receivables for similar types of contracts. For more information see Note 22.2.

- Depreciation and amortization

Estimation of useful lives of property and equipment and intangible assets: The Group estimates the useful lives of property and equipment and intangible assets based on the period over which the assets are expected to be available for use. The estimated useful lives of property and equipment and intangible assets are reviewed periodically and are updated if expectations differ from previous estimates due to physical wear and tear, technical or commercial obsolescence and legal or other limits on the use of the assets. For more information see Note 5 and 6.

IBEX Limited
Notes to the Consolidated Financial Statements
For the years ended June 30, 2021, 2020 and 2019

- Market value of common shares / fair market value of warrants

The Company is listed on a public marketplace (NASDAQ) as of June 30, 2021, the Company used the Black-Scholes valuation model to calculate the fair value of the share options/awards on the grant date and to calculate the fair value of warrants. The calculation of fair value includes the price per share, expected term, expected volatility, expected dividends and the risk-free interest rate.

As the Company was not listed on a public marketplace as of June 30, 2020, the calculation of the market value of its common shares is subject to a greater degree of estimation in determining the basis for any share awards that the Company may issue.

For purposes of determining the historical share-based compensation expense, the Company used the Monte Carlo simulation to calculate the fair value of the restricted stock awards (the "RSAs") on the grant date as the Company was not listed on a public marketplace. The determination of the grant date fair value of the RSAs using a pricing model is affected by estimates and assumptions regarding a number of complex and subjective variables. These variables include the estimated fair value of the common shares, the expected price volatility of the common shares over the expected term of the RSAs and exercise and cancellation behaviors, each of which are estimated as follows:

- Fair value of the Company's common shares. As the Company's common shares are not publicly traded as of June 30, 2020, the Company must estimate the fair value of the common shares, as discussed in "Valuations of Common Shares" below.
- Volatility: Since there is no trading history for the Company's common shares as of June 30, 2020, the expected price volatility for the common shares was estimated using the average historical volatility of the shares of our industry peers as of the grant date of the Company's RSAs over a period of history commensurate with the expected life of the awards. To the extent that volatility of the share price increases in the future, the estimates of the fair value of the awards to be granted in the future could increase, thereby increasing share-based payment expense in future periods. When making the selection of the industry peers to be used in measuring implied volatility of the RSAs, the Company considered the similarity of their products and business lines, as well as their stage of development, size and financial leverage. The Company intends to continue to consistently apply this process using the same or similar public companies until a sufficient amount of historical information regarding the volatility of the Company's own share price becomes available, or unless circumstances change such that the identified companies are no longer similar to the Company, in which case, more suitable companies whose share prices are publicly available would be utilized in the calculation.
- Expected life of the RSAs: The Company calculated the weighted-average expected life of the RSAs to be four years based on management's best estimates regarding the effect of vesting schedules. RSAs granted may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Valuations of Common Shares

Given the absence of an active market for the Company's common shares as of June 30, 2020, the Company was required to estimate the fair value of its common shares at the time of each grant. The Company considered objective and subjective factors in determining the estimated fair value of its common shares on each RSA grant date. Factors considered by the Company included the following:

- third-party valuations of the Company's common shares;

IBEX Limited

Notes to the Consolidated Financial Statements

For the years ended June 30, 2021, 2020 and 2019

- the lack of marketability of Company's common shares;
- the Company's historical and projected operating and financial performance;
- the Company's introduction of new services;
- the Company's stage of development;
- the global economic outlook and its expected impact on the business;
- the market performance of comparable companies; and
- the likelihood of achieving a liquidity event for the common shares underlying the awards, such as an initial public offering or sale of the Company, given prevailing market conditions.

The Company determined valuations of its common shares for purposes of granting awards through a two-step valuation process described below. The Company first estimated the value of its equity. The Company utilized the income and market approaches to estimate its equity value. Then, the Company's equity value was allocated across the Company's various equity securities to arrive at a value for the common shares. The income approach, which relies on a discounted cash flow ("DCF") analysis, measures the value of a company as the present value of its future economic benefits by applying an appropriate risk-adjusted discount rate to expected cash flows, based on forecasts of revenue and costs.

The Company used two forms of the market approach to determine a fair market value for its equity: (i) the guideline public company method (the "GPCM"), and (ii) the merger and acquisition method (the "MAM").

The GPCM involves the review of pricing and performance information for public companies deemed generally similar to a subject company and subject to similar industry dynamics. The MAM consists of a review of transactions involving similar companies over the last five years. The valuation conclusion was based on the income approach (using DCF analysis), GPCM, and MAM. The Company assigned more weight to the DCF as it better reflected the Company's operations and placed less weight to the GPCM and MAM. More specifically, less weight was assigned to the MAM as compared to the GPCM given the limited number of transactions involving comparable companies, which made the MAM less meaningful relative to the GPCM.

For each valuation report, the Company first prepared a financial forecast to be used in the computation of the enterprise value using the income approach. The financial forecasts took into account our past experience and future expectations. Second, the risks associated with achieving these forecasts were assessed in selecting the appropriate discount rate. There is inherent uncertainty in these estimates. Third, the Company allocated the resulting equity value among the securities that comprise our capital structure. The aggregate value of the common shares was then divided by the number of common shares outstanding to arrive at the per share value.

Since the fair value of the Company's common shares has been determined partially by using the DCF analysis, the valuations have been heavily dependent on the Company estimates of revenue, costs and related cash flows. These estimates are highly subjective and may change frequently based on both new operating data as well as various macroeconomic conditions that impact the Company's business. Each of the valuations was prepared using data that was consistent with the Company's then-current operating plans that the Company was using to manage its business.

In addition, the DCF calculations are sensitive to highly subjective assumptions that the Company was required to make relating to its financial forecasts and the selection of an appropriate discount rate, which was based on the Company's estimated cost of equity.

The Company's discount rate was determined based on the stage of development at each valuation date and was quantified based on a risk-free discount rate for government debt, capital markets risk, the Company's sector and size.

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The Company granted 2,373,374 restricted share awards at a fair value of \$0.61 per restricted common share in December 2018. The fair value of the restricted common shares was based on a Monte Carlo simulation, which can be considered a form of the probability weighted expected return method ("PWERM"), using an equity value as determined via the income approach (present value of discounted cash flows) and the market approaches (guideline public company method and mergers and acquisition method).

On December 22, 2018, the preference shares were entitled to an aggregate of \$149.2 million in participating and non-participating preference. This amount was significantly higher than the fair value of the Company as determined by the Board of Directors as of November 30, 2018 on the basis of the independent valuation referred to in the previous paragraph. Because the common shares are not entitled to any distribution until the applicable preferences are satisfied, the fair value of the common shares was significantly lower than the fair value of the preference shares on November 30, 2018.

- Legal provisions:

The Group reviews outstanding legal cases following developments in the legal proceedings and at each reporting date, in order to assess the need for provisions and disclosures in the audited consolidated financial statements. Among the factors considered in making decisions on provisions are the nature of litigation, claim or assessment, the legal process and potential level of damages in the jurisdiction in which the litigation, claim or assessment has been brought, the progress of the case (including the progress after the date of the audited consolidated financial statements but before those statements are issued), the opinions or views of legal advisers, experience on similar cases and any decision of the Group's management as to how it will respond to the litigation, claim or assessment. Refer to Note 16.

Judgments

- Leases:

In some cases, judgment may be required in determining whether a contract contains a lease. This assessment involves the exercise of judgment about whether it depends on specific lease, whether the Group obtains substantially all the economic benefits from the use of that asset and whether the Group has the right to direct the use of that asset. In addition, determining the lease term, the Group considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options (or periods after termination options) are only included in the lease term if the lease is reasonably certain (in accordance with lease contracts) to be extended (or not terminated).

The lease liability is measured at the present value of the lease payments discounted using the interest rate implicit in the lease. If the implicit rate cannot be readily determined, the Group uses an incremental borrowing rate specific to the country, term and currency of the contract.

- Staff retirement plans:

The net defined benefit pension scheme assets or liabilities are recognized in the Group's consolidated statement of financial position. The determination of the position requires assumptions to be made regarding future salary increases, mortality, discount rates and inflation. The key assumptions made in relation to the pension plans are set out in Note 14.1.

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- Share-based payments:

The share-based payments expense is recognized in the Group's consolidated statement of profit or loss and comprehensive income. The key assumptions made in relation to the share-based payments are set out in Note 19.

- Provision for taxation:

The Group is subject to income tax in several jurisdictions and significant judgment is required in determining the provision for current and deferred 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. Although the Group believes that its tax positions are supportable, these tax positions could still be challenged by the tax authorities upon review. The Company believes that its accruals for tax liabilities are adequate for all open audit years based on its assessment of many factors including past experience and interpretations of tax law.

Management evaluates the recoverability of deferred income tax assets by assessing the adequacy of future expected taxable income from all sources, including reversal of taxable temporary differences, forecasted operating earnings and available tax planning strategies, which heavily rely on estimates.

This assessment relies on estimates and assumptions and may involve a series of complex judgments about future events. To the extent that the final tax outcome of these matters is different than the amounts recorded, such differences will impact current and deferred income tax expense in the period in which such determination is made.

The key assumptions made in relation to tax provisioning are set out in Note 18.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

3.1. Basis of consolidation

The consolidated financial statements present the results of the Holding Company and its subsidiaries as if they formed a single entity. Intercompany transactions and balances between group companies are therefore eliminated in full.

Where the Company has control over an investee, it is classified as a subsidiary. The Company controls an investee if all three of the following elements are present:

- power over the investee,
- exposure to variable returns from the investee, and
- the ability of the investor to use its power to affect those variable returns.

Control is reassessed whenever facts and circumstances indicate that there may be a change in any of these elements of control.

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De-facto control exists in situations where the Company has the practical ability to direct the relevant activities of the investee without holding the majority of the voting rights. In determining whether de-facto control exists the Company considers all relevant facts and circumstances, including:

- The size of the company's voting rights relative to both the size and dispersion of other parties who hold voting rights
- Substantive potential voting rights held by the Company and by other parties
- Other contractual arrangements
- Historic patterns in voting attendance

The consolidated financial statements incorporate the results of business combinations using the acquisition method. In the consolidated statement of financial position, the acquiree's identifiable assets, liabilities and contingent liabilities are initially recognized at their fair values at the acquisition date. The results of acquired operations are included in the consolidated statement of profit or loss and other comprehensive income from the date on which control is obtained. They are deconsolidated from the date on which control ceases.

Joint arrangements

The Group is a party to a joint arrangement when there is a contractual arrangement that confers joint control over the relevant activities of the arrangement to the Group and at least one other party. Joint control is assessed under the same principles as control over subsidiaries.

The group classifies its interests in joint arrangements as either:

- *Joint ventures*: where the Group has rights to only the net assets of the joint arrangement
- *Joint operations*: where the Group has both the rights to assets and obligations for the liabilities of the joint arrangement.

In assessing the classification of interests in joint arrangements, the Group considers:

- The structure of the joint arrangement
- The legal form of joint arrangements structured through a separate vehicle
- The contractual terms of the joint arrangement agreement
- Any other facts and circumstances (including any other contractual arrangements).

Joint ventures are initially recognized in the consolidated statement of financial position at cost. Subsequently joint ventures are then accounted for using the equity method, where the Group's share of post-acquisition profits and losses and other comprehensive income is recognized in the consolidated statement of profit or loss and other comprehensive income (except for losses in excess of the Group's investment in the joint ventures unless there is an obligation to make good those losses).

Any premium paid for an investment in a joint venture above the fair value of the Group's share of the identifiable assets, liabilities and contingent liabilities acquired is capitalized and included in the carrying amount of the

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investment in joint venture. Where there is objective evidence that the investment in a joint venture has been impaired the carrying amount of the investment is tested for impairment in the same manner as other non-financial assets.

Unrealized gains on transactions between the Group and its joint ventures are eliminated to the extent of the Group's interest in the joint ventures. Unrealized losses are also eliminated unless the transaction provides evidence of an impairment of the asset transferred. Accounting policies of the joint ventures have been changed where necessary to ensure consistency with the policies adopted by the Group.

Non-current assets (or disposal groups) held for sale and discontinued operations

Non-current assets (or disposal groups) are classified as held for sale if their carrying amount will be recovered principally through a sale transaction rather than through continuing use and a sale is considered highly probable. They are measured at the lower of their carrying amount and fair value less costs to sell, except for assets such as deferred tax assets, assets arising from employee benefits, financial assets and investment property that are carried at fair value and contractual rights under insurance contracts, which are specifically exempt from this requirement.

An impairment loss is recognized for any initial or subsequent write-down of the asset (or disposal group) to fair value less costs to sell. A gain is recognized for any subsequent increases in fair value less costs to sell of an asset (or disposal group), but not in excess of any cumulative impairment loss previously recognized. A gain or loss not previously recognized by the date of the sale of the non-current asset (or disposal group) is recognized at the date of derecognition. Non-current assets (including those that are part of a disposal group) are not depreciated or amortized while they are classified as held for sale. Interest and other expenses attributable to the liabilities of a disposal group classified as held for sale continue to be recognized. Non-current assets classified as held for sale and the assets of a disposal group classified as held for sale are presented separately from the other assets in the statement of financial position. The liabilities of a disposal group classified as held for sale are presented separately from other liabilities in the statement of financial position.

A discontinued operation is a component of the entity that has been disposed of or is classified as held for sale and that represents a separate major line of business or geographical area of operations, is part of a single coordinated plan to dispose of such a line of business or area of operations, or is a subsidiary acquired exclusively with a view to resale. The results of discontinued operations are presented separately in the statement of profit or loss. Refer to Note 30.2.

3.2. Property and equipment

Owned

Items of property, plant and equipment are initially recognized at cost. The initial cost of an item of property and equipment consists of its purchase price including import duties, taxes and directly attributable costs of bringing the asset to its working condition and location for the intended use. Additionally, any direct labor costs that is directly attributable to the development of software is capitalized.

Depreciation on assets under construction does not commence until they are complete and available for use. Depreciation is provided on all other items of property, plant and equipment so as to reduce their carrying value over their expected useful economic lives.

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Depreciation on property and equipment is provided using the straight line method. A full month's depreciation is charged in the month of addition, and no depreciation is charged in the month of disposal. Rates of depreciation are disclosed in Note 6 (property and equipment).

Property and equipment	Useful economic life	Depreciation method
Leasehold improvements	3 - 5 years or life of lease if less	Straight line
Furniture, fixture and office equipment	3 - 5 years	Straight line
Computer equipment	3 years	Straight line
Vehicles	5 years	Straight line
Right of Use Assets	expected term of lease	Straight line

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year-end and adjusted prospectively, if appropriate.

Right of use assets and lease liabilities

The Group recognizes a right-of-use asset and a lease liability at the commencement date, except for short-term leases of 12 months or less and low value. Measurement of right-of-use assets and lease liabilities are as follows:

The lease liability is initially measured at the commencement date at the present value of the remaining lease payments using the incremental borrowing rate specific to the country, term and currency of the contract. The lease liability is subsequently measured at amortized cost using the effective interest rate method and re-measured (with a corresponding adjustment to the related ROU asset) when there is change in future lease payments in case of renegotiation, change of an index or rate or in case of reassessment of options.

At inception, the ROU asset comprises the initial lease liability, initial direct costs and the obligation to refurbish the asset, less any incentives granted by the lessors. The ROU asset is depreciated over the shorter of the lease term or the useful life of the underlying asset. The ROU asset is subject to testing for impairment if there is an indicator for impairment, as indicated in Note 3.4.

Payments associated with short-term leases and leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. Short-term leases are leases with a lease term of 12 months or less.

ROU assets are included in the heading Property and Equipment (see Note 6.2), the lease liability is shown separately as current and non-current in the statements of financial position, and interest on the lease liability is included in the heading Finance Expenses.

The gains and losses on disposal of assets or termination of right of use assets are recognized in the consolidated statement of profit or loss.

Right of use assets are transferred to owned assets when the Group makes early payment or when there is an option to exercise purchase option and the Group exercises it.

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3.3. Intangible assets

3.3.1. 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.

Cost comprises the fair value of assets given, liabilities assumed and equity instruments issued, plus the amount of any non-controlling interests in the capital plus, if the business combination is achieved in stages, the fair value of the existing equity interest in the capital. Contingent consideration is included in cost at its acquisition date fair value and, in the case of contingent consideration classified as a financial liability, re-measured subsequently through the consolidated statement of profit or loss. Direct costs of acquisition are expensed immediately.

Goodwill is capitalized as an intangible asset with any impairment in carrying value being charged to the profit or loss. Where the fair value of identifiable assets, liabilities and contingent liabilities exceed the fair value of consideration paid, the excess is credited in full to the profit or loss on the acquisition date.

3.3.2. Other intangible assets

Externally acquired intangible assets are initially recognized at cost and subsequently amortized on a straight-line basis over their useful economic lives.

Intangible assets are recognized on business combinations if they are separable from the acquired entity or give rise to other contractual/legal rights. The amounts ascribed to such intangibles are arrived at by using appropriate valuation techniques.

Expenditure on internally developed products is capitalized if it can be demonstrated that:

- it is technically feasible to develop the product for it to be sold
- adequate resources are available to complete the development
- there is an intention to complete and sell the product
- the Group is able to sell the product
- sale of the product will generate future economic benefits, and
- expenditure on the project can be measured reliably

Capitalized development costs are amortized over the periods the Group expects to benefit from selling the products developed. The amortization expense is included within the "Depreciation and amortization" line in the profit or loss. Development expenditures not satisfying the above criteria and expenditures associated with the research phase of internal projects is charged out in the consolidated statements of profit or loss and other comprehensive income / (loss).

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Trademarks and patents are capitalized at cost of acquisition and are not amortized but are tested for impairment annually. Trademarks and patents have an indefinite life on the grounds of the proven longevity of the trademarks or patents and the Group's commitment to maintaining those trademarks or patents.

The significant intangibles recognized by the Group, their useful economic lives and the methods used to determine the cost of intangibles acquired in a business combination are as follows:

Intangible Asset	Useful economic life	Valuation method
Customer lists	5 - 6 years	Straight line
Software	3 - 5 years	Straight line

3.4. Impairment of non-financial assets

Goodwill and other intangibles:

Impairment tests on goodwill and other intangible assets with indefinite useful economic lives are undertaken annually at the financial year end. Additionally, these assets are subject to impairment tests whenever events or changes in circumstances which indicate that their carrying amount may not be recoverable. In those instances where the carrying value of an asset exceeds its recoverable amount (i.e. the higher of value in use and fair value less costs to sell), the asset is written down accordingly.

When it is not possible to estimate the recoverable amount of an individual asset, the impairment test is carried out on the smallest group of assets to which it belongs for which there are separately identifiable cash flows; its cash generating units ("CGUs").

Goodwill is allocated on initial recognition to each of the Group's CGUs that are expected to benefit from a business combination that gives rise to the goodwill.

Property and Equipment:

The carrying amounts of the Group's assets including right-of-use assets are reviewed at the end of each reporting period to determine whether there is any indication of impairment loss. If any such indication exists, the asset's recoverable amount is estimated in order to determine the extent of the impairment loss, if any. An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less cost to sell and value in use. Impairment losses are charged to the profit and loss in other operating expenses.

Impairment charges are included in the profit or loss, except to the extent they reverse gains previously recognized in other comprehensive income. An impairment loss recognized for goodwill is not reversed.

3.5. Financial instruments

3.5.1. Financial assets

The Group classifies all its financial assets at amortized cost. The Group has not classified any of its financial assets at fair value through profit or loss.

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The Group includes in this category trade and other receivables, deposits, due from related parties and cash and cash equivalents.

These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They arise principally through the provision of goods and services to customers (e.g. trade receivables), but also incorporate other types of contractual monetary asset.

They are initially recognized at fair value plus transaction costs that are directly attributable to their acquisition or issue, and are subsequently carried at amortized cost using the effective interest rate method, less provision for impairment.

For impairment provisions, the Group applies the IFRS 9 simplified approach to measure expected credit losses using a lifetime expected credit loss provision for trade receivables to measure expected credit losses on a collective basis. Trade receivables are grouped based on a similar credit risk and ageing. The Company measures ECL and recognizes credit loss allowance at each reporting date. The measurement of ECL reflects: (i) an unbiased and probability weighted amount that is determined by evaluating a range of possible outcomes, (ii) time value of money and (iii) all reasonable and supportable information that is available without undue cost and effort at the end of each reporting period about past events, current conditions and forecasts of future conditions. The expected loss rates are based on the Group's historical credit losses experienced over the three year period prior to the period end. The historical loss rates are then adjusted for current and forward-looking information on macroeconomic factors affecting the Group's customers. The Group has identified the gross domestic product (GDP), unemployment rate and inflation rate as the key macroeconomic factors in the countries where the Group operates. Other financial assets includes time deposits and other receivables, and the Group has determined that credit risk has not increased significantly on those assets and considers to have low credit risks at the reporting date.

The Group applies the IFRS 9 general approach to measure expected credit losses using a lifetime expected credit loss provision for related party balances to measure expected credit losses on a collective basis.

From time to time, the Group elects to renegotiate the terms of trade receivables due from customers with which it has previously had a good trading history. Such renegotiations will lead to changes in the timing of payments rather than changes to the amounts owed and, in consequence, the new expected cash flows are discounted at the original effective interest rate and any resulting difference to the carrying value is recognized in the profit and loss.

The Group's assets at amortized costs comprise trade and other receivables, deposits, due from related parties and cash and cash equivalents in the consolidated statement of financial position.

Cash and cash equivalents includes cash in hand, deposits held at call with banks, and other short term highly liquid investments with original maturities of three months or less.

3.5.2. Financial liabilities

The Group classifies its financial liabilities into one of two categories, depending on the purpose for which the liability was acquired.

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Fair value through profit and loss (“FVTPL”):

The warrant liability is classified as a financial liability at FVTPL and valued using the Black-Scholes model (June 30, 2020: Monte Carlo simulation). Financial liabilities at FVTPL are stated at fair value, with any gains or losses arising on re-measurement recognized in profit or loss.

Fair value through other comprehensive income (“FVTOCI”):

The Group uses cash flow hedge to manage interest rate risk. The swaps are accounted for at fair value at each balance sheet date and the changes in the market price are recorded in other comprehensive income.

The positive fair values of interest rate swaps are included in other receivables and other comprehensive income. The negative fair values of interest rate swaps are included in payables and other comprehensive income.

Financial liabilities at amortized cost:

The Group includes in this category trade and other payables, borrowings, and due to related parties.

Trade payables and other short-term monetary liabilities, which are initially recognized at fair value and subsequently carried at amortized cost using the effective interest method. Gains and losses are recognized in the profit or loss when the liabilities are derecognized as well as through the effective interest rate method amortization process. The effective interest method is a method of calculating the amortized cost of a financial liability and of allocating interest costs over the relevant period. The effective interest rate is the rate that exactly discounts estimated future cash payments through the expected life of the financial liability or (where appropriate) to the net carrying amount on initial recognition.

Financial liabilities at amortized cost are initially recognized at fair value net of any transaction costs directly attributable to the issue of the instrument.

Interest bearing liabilities are subsequently measured at amortized cost using the effective interest rate method, which ensures that any interest expense over the period to repayment is at a constant rate on the balance of the liability carried in the consolidated statement of financial position.

For the purposes of each financial liability, interest expense includes initial transaction costs and any premium payable on redemption, as well as any interest or coupon payable while the liability is outstanding.

Receivables and payables made to the Group companies outside the control of IBEX Limited are presented under the heading due to/from related parties. When denominated in a currency other than the US dollar, they are translated to US dollar at closing rates. Related parties receivables and payables are initially recognized at fair value and subsequently measured at amortized cost.

3.6. Trade receivables

Trade receivables are recognized and carried at original invoice amount less an allowance for expected credit losses.

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3.7. Cash and cash equivalents

Cash and cash equivalents includes cash in hand, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown within loans and borrowings in current liabilities on the consolidated statement of financial position.

3.8. Revenue from Contracts with Customers

IFRS 15 lays out a five-step process to ascertain the amount and timing of revenue that should be recognized.

- Step 1: Identify the contract: The Company determines whether a contract exists between the reporting entity and customers that identifies rights, payment terms, has commercial substance and basis for collectability can be determined.
- Step 2: Identify the Performance Obligations: The Company reviews the nature of the goods or service to be rendered in the contract and whether these are distinct. The reporting entity should recognize the revenue when it satisfies the performance obligations.
- Step 3: Determine the transaction price: The amount of consideration expected to be received is defined which may be fixed or variable. With variable consideration the reporting entity can reasonably estimate the expected consideration. This step includes consideration of the various criteria which need to be identified and analyzed in determining whether revenues are fixed, variable or both.
- Step 4: Allocate the transaction price to the performance obligations in the contracts – Where separate performance obligations exist, the reporting entity allocates and assigns the consideration to the respective performance obligations.
- Step 5: Revenue Recognition: Recognize revenue to when the entity satisfies the performance obligations.

Business Process Outsource (BPO):

Revenues from contact center services are recognized over the period as the services are performed on the basis of the number of billable hours or other contractually agreed metrics. Revenues from inbound and outbound telephonic and internet-based communication services that are customized to the customers' needs are recognized at the contractual rates as services are provided. Revenues for the initial training that occurs upon commencement of a new client contract are deferred and recognized over the estimated life of the client program if that training is billed to a client. Training revenues are deferred and then recognized on a straight-line basis over the life of the client contract, as it is not considered to have a standalone value to the customer. The related expenses are immediately charged to payroll and related expenses in the statement of profit or loss as incurred. Revenues are recognized in the amount as per the contractual billing rights which has a right to invoice net of discounts, incentives, and other credits as per contractual terms. The contact center solutions consist of customer service, technical support and other value added outsourced back office services. This omni-channel offering is delivered through voice, email, chat, SMS, social media and other communication applications. Capital expenditure, billed to the client at actual cost, is deferred and then recognized on a straight-line basis over the life of the client contract.

Revenues from CX services are recognized over the period of a client's subscription contract on a basis that reflects usage of the product at the client's location. Revenues and expenses related to set-up fees to customize the customer experience solution for client's specific needs are deferred and recognized on a straight-line basis

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over the period in which the related service delivery is expected to be performed. Revenues related to additional consulting services are recognized over the period as the related services are performed on a per hour basis. The customer experience solution is comprised of a comprehensive suite of proprietary software tools to measure, monitor and manage the customer experience.

Revenues from Digital services are recognized upon the successful purchase of clients' services as reported to the Group in monthly, semi-monthly or weekly intervals by clients. The data provided by clients to the Group include detail on pricing and product level activations from all channels (i.e. web-portal orders, call center orders, or affiliate or partner orders placed on the Group's behalf) on the basis of which the clients calculate the payments owed to the Group. The payments received are reconciled to the activation data transmitted to the Group by the clients. Revenue is recognized from Digital Services at a point of time. Most of the digital solutions are based on two steps: (a) generating or purchasing a lead or a prospect, and (b) converting that lead or prospect into a customer, most frequently through a voice-based channel. Customers are primarily acquired for clients in the telecommunications, cable, technology and insurance industries.

Revenues from ETQ (discontinued operations) consist of commissions earned primarily from the sale by the Group to senior citizens and other eligible recipients (e.g. people with disabilities) of Medicare private insurance policies offered by leading U.S. insurance carriers. The commissions earned are dependent on the type of Medicare product sold, where the insured is based and the month in which the policy becomes effective. The commissions are based on a pre-determined rate card for which guidance and ranges are set by the regulatory body - CMS (Center for Medicare and Medicaid). The Company recognizes revenue on the sale date of the insurance policy after taking appropriate provisions for any cancellations during the first year of sale. Once the Carrier accepts a new insured, a carrier confirmation number is generated and the sale is made on the date the policy comes into effect. The Carrier then pays a commission to Company at the agreed rates for the first full year (initial year) of the policy.

For renewal commissions, the Group incorporates a combination of historical lapse and premium increase data along with available industry and insurance carrier experience data to estimate forecasted renewal consideration and constrain revenue recognized to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur. The uncertainty associated with the variable consideration is subsequently resolved when the policy renews.

Costs of fulfilling contracts do not result in the recognition of an asset as the majority of revenue is recognized over time and control of the asset is transferred to the customer when the service is transferred therefore no asset in relation to costs to fulfil contracts has been recognized. In relation to costs incurred to obtain a contract, no asset is recognized because the majority of costs (i.e. travel, employee commission, administrative expenses) are short-term in nature and also insignificant therefore they are recognized in the profit and loss account when incurred.

3.9. Provisions

A provision is recognized in the statement of financial position when the Group has a legal or constructive obligation as a result of a past event; it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and a reliable estimate can be made of the amount of the obligation.

The Group has recognized provisions against legal disputes. Provisions are made for costs to defend legal disputes where it is considered that an outflow of economic benefit is probable. Provisions are measured at the present value of the expenditures expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the obligation. The increase in the provision due to passage of time is recognized as interest expense in profit and loss. Provisions

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are reviewed at each statement of financial position date and adjusted to reflect the current best estimate. The provisions are recognized in trade and other payables.

3.10. Profit or loss from discontinued operations

A discontinued operation is a component of the Group that either has been disposed of, or is classified as held for sale. Profit or loss from discontinued operations comprises the post-tax profit or loss of discontinued operations and the post-tax gain or loss recognized on the measurement to fair value less costs to sell or on the disposal group(s) constituting the discontinued operation (see also Note 30.2).

3.11. Retirement benefits

Defined contribution pension schemes

Contributions to defined contribution pension schemes are charged to the profit or loss in the year to which they relate.

United States based subsidiaries

The Group's United States ("US") based subsidiaries have qualified defined contribution plans. Employees who meet certain eligibility requirements, as defined, are able to contribute up to federal annual maximums. The Retirement Plan provides for company matching contributions of 25.0% of the first 6.0% of employee contributions to the Retirement Plan, which vests 25.0% per year over a four-year period.

TRG Marketing Solutions Limited

This subsidiary operates a defined contribution pension plan with a third party. Under this scheme, TRG Marketing Solutions Limited makes contributions for employees who have not opted out of the voluntary pension scheme.

Virtual World (Private) Limited and IBEX Global Solutions (Private) Limited

Virtual World (Private) Limited, IBEX Global Solutions (Private) Limited, and DS (Private) Limited operate a defined contribution plan (i.e. recognized provident fund scheme) for all its permanent employees. The assets of the Fund are held separately under the control of trustees for such fund. Contributions made by the subsidiaries are charged to the profit or loss.

Defined benefit schemes

Defined benefit scheme surpluses and deficits are measured at:

- The fair value of plan assets at the reporting date; less
- Plan liabilities calculated using the projected unit credit method discounted to its present value using yields available on high quality corporate bonds that have maturity dates approximating to the terms of the liabilities and are denominated in the same currency as the post-employment benefit obligations; less
- The effect of minimum funding requirements agreed with scheme trustees

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Re-measurements of the net defined obligation are recognized directly within other comprehensive income. The re-measurements include:

- Actuarial gains and losses
- Return on plan assets (interest exclusive)
- Any asset ceiling effects (interest exclusive)

Service costs are recognized in the profit or loss, and include current and past service costs as well as gains and losses on curtailments.

Net interest expense / income is recognized in the profit or loss, and is calculated by applying the discount rate used to measure the defined benefit obligation / asset at the beginning of the annual period to the balance of the net defined benefit obligation / asset, considering the effects of contributions and benefit payments during the period.

Gains or losses arising from changes to scheme benefits or scheme curtailment are recognized immediately in the profit or loss. Settlements of defined benefit schemes are recognized in the period in which the settlement occurs.

IBEX Philippines, Inc. and IBEX Global Solutions (Philippines) Inc. operate an unfunded defined benefit scheme.

Under the plan, pension costs are actuarially determined using the projected unit credit method. This method considers each period of service as giving rise to an additional unit of benefit entitlement and measures each unit separately to build up the final obligation. Gains or losses on the curtailment or settlement of pension benefits are recognized when the curtailment or settlement occurs. All actuarial gains and losses are recognized in the year in which they arise, with re-measurements presented within other comprehensive income. The net interest cost is derived by applying a single discount rate to the net surplus or deficit of the fund.

3.12. Share-based payments

In December 2018, the Group terminated both the Stock Option Plan as well as the Phantom Plan, with the exception of those in IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, and IBEX Global Jamaica Limited. The Group in the same period issued the Restricted Stock Plan (RSA). During the year ended June 30, 2021 and June 30, 2020, the Group issued the Long Term Incentive Plan (LTIP). The details of the share-based compensation plans are given in Note 19 (Share-based compensation plans) to these consolidated financial statements.

The Company uses the fair value method of accounting for the share options, restricted stock award plan and long-term incentive plan. The fair value of these share options are estimated using the Black-Scholes valuation model and Monte Carlo simulation as applicable. The measurement of share options at fair value is based on the option pricing model taking into account the following variables:

- The share price.
- The strike price.

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- Volatility determined based on historical prices of our shares.
- The duration, which has been estimated as the difference between the valuation date of the warrant plans and final exercise date.
- The risk free interest rate.

During the year ended June 30, 2021, The measurement of the RSA and option plans are based on the Black-Scholes valuation model however historically the measurement of the RSA and option plans were based on the valuation provided by a third party valuation firm, based on the Monte Carlo simulation model, which the Group applied as the Fair Value of the awards.

Where equity settled share options are awarded to employees, the fair value of the options at the date of grant is charged to the profit or loss over the vesting period.

Where the terms and conditions of awards are modified before they vest, the increase in the fair value of the awards, measured immediately before and after the modification, is also charged to the consolidated statement of comprehensive income over the remaining vesting period.

The Group also operates a Phantom share option scheme (a cash settled share-based payment). An option pricing model (Black-Scholes) is used to measure the Group's liability at each reporting date, taking into account the terms and conditions and the extent to which employees have rendered service. Movements in the liability (other than cash payments) are recognized in the profit or loss.

3.13. Warrants

The Company accounts for the warrants to purchase its common shares in accordance with the provisions of IAS 32 – Financial Instruments: Presentation and IFRS 9 – Financial Instruments. The Company classifies as assets or liabilities any contracts that (i) require net-cash settlement (including a requirement to net-cash settle the contract if an event occurs and if that event is outside the control of the Company) or (ii) gives the counterparty a choice of net-cash settlement or settlement in shares (physical settlement or net-share settlement).

The Company assessed the classification of the warrant as of the date it was issued and determined that such instruments met the criteria for liability classification. The warrant is reported on the consolidated statement of financial position as a liability at fair value using the Black-Scholes valuation method. The initial value was recorded on the consolidated statements of financial position with the common shares underlying the warrant which have vested recorded as contra revenue and the remainder recorded to long-and short-term assets.

The total fair value of the warrant liability is determined at the end of each reporting period by multiplying the fair value of a warrant by the total number of warrants that are expected to vest under the arrangement based on the satisfaction of the specified revenue milestones provided in the warrant. The total number of warrants that are expected to vest is based upon the cumulative revenues that are expected, as determined at the end of each reporting period, to be earned from Amazon during a period of 7.5 years ending on June 30, 2024.

The measurement of the warrant at fair value as of the initial measurement date is based on the Black-Scholes valuation model taking into account the following variables:

- The share price.

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- The strike price.
- Volatility determined based on historical prices of our shares.
- The duration, which has been estimated as the difference between the valuation date of the warrant plans and final exercise date.
- The risk free interest rate.

At the end of each reporting period, the Company has fair valued the warrant liability with changes in fair value through profit and loss. For the year ended June 30, 2021 and June 30, 2020, the Company used Black-Scholes valuation model and Monte Carlo simulation respectively, which requires the input of subjective assumptions, including the expected volatility and the expected term.

Given the absence of an active market for the common shares as of June 30, 2020, the Company is required to estimate the fair value of its common shares at the time of each grant.

The Company considers a variety of factors in estimating the fair value of its common shares on each measurement date, including:

- the Company's historical and projected operating and financial performance;
- the Company's introduction of new products and services;
- the Company's completion of strategic acquisitions;
- the Company's stage of development;
- the global economic outlook and its expected impact on the Company's business; and
- the market performance of comparable companies.

The assets will be amortized on a systematic basis over the life of the arrangement as revenue is recognized for the transfer of the related goods or services as included Note 3.8. The Company will review the asset on a reporting period basis to determine whether an impairment is required. In the event that an impairment is needed, the company will reduce the asset and offset to revenues.

3.14. Income taxes

Current tax

Current tax expense is based on taxable income at the current rates of taxation of the respective jurisdictions after taking into account applicable tax credits, rebates and exemptions available, if any.

Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions, where appropriate, on the basis of amounts management expects to pay to the tax authorities. Any such provisions are based on estimates and are subject to changing facts and circumstances considering the progress of ongoing tax audits, case law and new legislation.

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Deferred tax

Deferred tax assets and liabilities are recognized where the carrying amount of an asset or liability in the consolidated statement of financial position differs from its tax base, except for differences arising on:

- The initial recognition of goodwill
- The initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction affects neither accounting or taxable profit, and
- Investments in subsidiaries and jointly controlled entities where the Group is able to control the timing of the reversal of the difference and it is probable that the difference will not reverse in the foreseeable future

Recognition of deferred tax assets is restricted to those instances where it is probable that taxable profit will be available against which the difference can be utilized.

The amount of the asset or liability is determined using tax rates that have been enacted or substantively enacted by the reporting date and are expected to apply when the deferred tax liabilities / assets are settled / recovered.

Deferred tax assets and liabilities are offset when the Group has a legally enforceable right to offset current tax assets and liabilities and the deferred tax assets and liabilities relate to taxes levied by the same tax authority on either:

- The same taxable group company, or
- Different group entities which intend either to settle current tax assets and liabilities on a net basis, or to realize the assets and settle the liabilities simultaneously, in each future period in which significant amounts of deferred tax assets or liabilities are expected to be settled or recovered.

3.15. Foreign Currency

Foreign currency translation

Transactions entered into by Group entities in a currency other than the currency of the primary economic environment in which they operate (their "Functional Currency") are recorded at the rates ruling when the transactions occur. Foreign currency monetary assets and liabilities are translated at the rates ruling at the reporting date. Exchange differences arising on the retranslation of unsettled monetary assets and liabilities are recognized immediately in the profit or loss. The net exchange losses amounted to \$0.2 million for the year ended June 30, 2021 (June 30, 2020: \$0.4 million; June 30, 2019: \$1.3 million).

On consolidation, the results of overseas operations are translated into dollars at rates approximating to those ruling when the transactions took place. All assets and liabilities of overseas operations, including goodwill arising on the acquisition of those operations, are translated at the rate ruling at the reporting date. Exchange differences arising on translating the opening net assets at the opening rate and the results of overseas operations at the actual rate are recognized in other comprehensive income and accumulated in the foreign exchange reserve. Exchange differences are recognized as profit or loss in Group entities' separate consolidated financial statements on the translation of long-term monetary items forming part of the Group's net investment in the overseas operation concerned are reclassified to other comprehensive income and accumulated in the foreign exchange reserve on consolidation.

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On disposal of a foreign operation, the cumulative exchange differences recognized in the foreign exchange reserve relating to that operation up to the date of disposal are transferred to the profit or loss as part of the profit or loss on disposal.

Transactions denominated in foreign currencies are translated into \$USD at the exchange rate at the end of the previous month-end. Monetary items in the statement of financial position are translated at the closing rate at each reporting date and the relevant translation adjustments are recognized in financial result.

3.16. Offsetting of financial assets and financial liabilities

Financial assets and financial liabilities are offset when the entity has a legally enforceable right to offset the recognized amounts and intends either to settle these on net basis or to realize the assets and settle the liabilities simultaneously. The legally enforceable right must not be contingent on future events and must be enforceable in the normal course of business and in the event of default, insolvency or winding up of the entity or the counterparties.

3.17. Dividend

Dividends declared subsequent to the balance sheet date are considered as non-adjusting events and are recognized in the consolidated financial statements in the year in which such dividends are approved / transfers are made.

3.18. Hedge accounting

The Group designates and documents the use of certain derivatives and other financial assets or financial liabilities as hedging instruments against changes in fair values of recognized assets and liabilities (fair value hedges) and highly probable forecast transactions (cash flow hedges). The effectiveness of such hedges is assessed at inception and verified at regular intervals and at least on a quarterly basis to ensure that an economic relationship exists between the hedged item and the hedging instrument.

The Group uses cash flow hedges to mitigate a particular risk associated with a recognized asset or liability or highly probable forecast transactions, such as variability of expected interest payments and receipts.

If a highly probable forecast transaction results in the recognition of a non-monetary asset, the cumulative loss / (gain) is added to / (subtracted from) the cost of the asset acquired ("basis adjustment"). The same approach is followed where a cash flow hedge of a hedged forecast transaction for a non-financial asset or non-financial liability becomes a firm commitment to which fair value hedge accounting is applied. Otherwise the cumulative gain or loss recognized in other comprehensive income is reclassified from the cash flow hedge reserve to profit or loss at the same time as the hedged transaction affects profit or loss. The two transactions are recognized in the same line item. If a forecast transaction is no longer considered highly probable but the forecast transaction is still expected to occur, the cumulative gain or loss recognized in other comprehensive income is frozen and recognized in profit or loss. Subsequent changes in the fair value of the derivative are recognized in profit or loss. If the Group closes out its position before the transaction takes place (even though it is still expected to take place) the cumulative gain or loss on changes in fair value of the derivative is similarly recognized. If, at any point, the hedged transaction is no longer expected to occur, the cumulative gain or loss is reclassified from the cash flow hedge reserve to profit or loss immediately. The effective portion of gains and losses on derivatives used to manage cash flow interest rate risk (such as floating to fixed interest rate swaps) are also recognized in other comprehensive income and accumulated in the cash flow hedge reserve. However, if the Group closes out its position early, the cumulative gains and losses recognized in other comprehensive income are frozen and reclassified from the cash flow hedge reserve to profit or loss using the effective interest

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method. The ineffective portion of gains and losses on derivatives used to manage cash flow interest rate risk are recognized in profit or loss within finance charges.

3.19. Standards, interpretations and amendments not yet effective

- On January 23, 2020, the International Accounting Standards Board (IASB or the Board) issued amendments to IAS 1 Presentation of Financial Statements (the amendments) to clarify that liabilities are classified as either current or non-current, depending on the rights that exist at the end of the reporting period. These amendments should be applied for annual periods beginning on or after January 1, 2022, retrospectively in accordance to IAS 8. On July 15, 2020, IASB issued an amendment that defers the effective date of January 2020 amendments by one year, so that the entities would be required to apply the amendment for annual periods beginning on or after January 1, 2023. The Company is assessing the impact of the amendment and expects that the impact would not have a material impact on the financial statements.
- On February 12, 2021, the IASB issued amendments to IAS 1 to improve the accounting policy disclosures so that they provide more useful information to investors and other primary users of the financial statements. The amendments to IAS 1 require companies to disclose their material accounting policy information rather than their significant accounting policies. These amendments should be applied for annual periods beginning on or after January 1, 2023, prospectively. The Company is assessing the impact of the amendment and expects that the impact would not have a material impact on the financial statements.
- On February 12, 2021, the IASB issued amendments to IAS 8 to help entities distinguish between accounting policies and accounting estimates. The amendments to IAS 8 clarifies that:
 - accounting estimates are "monetary amounts in financial statements that are subject to measurement uncertainty."
 - Entities develop accounting estimates if accounting policies require items in financial statements to be measured in a way that involves measurement uncertainty.
 - Change in accounting estimate that results from new information or new developments is not the correction of an error. In addition, the effects of a change in an input or a measurement technique used to develop an accounting estimate are changes in accounting estimates if they do not result from the correction of prior period errors.
 - A change in an accounting estimate may affect only the current period's profit or loss, or the profit or loss of both the current period and future periods. The effect of the change relating to the current period is recognized as income or expense in the current period. The effect, if any, on future periods is recognized as income or expense in those future periods.

These amendments should be applied for annual periods beginning on or after January 1, 2023, prospectively. The Company is assessing the impact of the amendment and expects that the impact would not have a material impact on the financial statements.

- On March 31, 2021, the IASB has issued 'Covid-19 related rent concessions beyond June 30, 2021 (Amendment to IFRS 16), that extends by one year, the May 2020 amendment that provides lessees with an exemption from assessing whether a COVID-19-related rent concession is a lease modification. These changes amends IFRS 16 to:
 - permit a lessee to apply the practical expedient regarding COVID-19-related rent concessions to rent concessions for which any reduction in lease payments affects only payments originally

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- due on or before 30 June 2022 (rather than only payments originally due on or before 30 June 2021);
 - require a lessee applying the amendment to do so for annual reporting periods beginning on or after 1 April 2021;
 - require a lessee applying the amendment to do so retrospectively, recognizing the cumulative effect of initially applying the amendment as an adjustment to the opening balance of retained earnings (or other component of equity, as appropriate) at the beginning of the annual reporting period in which the lessee first applies the amendment; and
 - Specify that, in the reporting period in which a lessee first applies the amendment, a lessee is not required to disclose the information required by paragraph 28(f) of IAS 8.
- On May 7, 2021, the IASB has published 'Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12)'. The Board amends IAS 12 to provide a further exception from the initial recognition exemption. Under the amendments, an entity does not apply the initial recognition exemption for transactions that give rise to equal taxable and deductible temporary differences. The amendments are effective for annual reporting periods beginning on or after 1 January 2023.

The Company is assessing the impact of the amendment and expects that the impact would not have a material impact on the financial statements.

4. GOODWILL

	June 30, 2021	June 30, 2020
	(US\$'000)	
Goodwill as of beginning of the year	11,832	11,832
Goodwill acquired during the year	—	—
Goodwill impaired during the year	—	—
Goodwill as of end of the year	<u>11,832</u>	<u>11,832</u>

A cash-generating unit (CGU) is the smallest group of assets that independently generates cash flow and whose cash flow is largely independent of the cash flows generated by other assets. Goodwill arose on various historical acquisitions made by predecessor companies and at June 30, 2021 and June 30, 2020, the carrying amount of goodwill is allocated as follows:

	June 30, 2021	June 30, 2020
	(US\$'000)	
IBEX	11,832	11,626
DGS	—	206
	<u>11,832</u>	<u>11,832</u>

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The calculation of value in use for the business operations is most sensitive to changes in the following assumptions which are discussed below, together with the amounts by which these key assumptions would have to change (independent of other changes in assumptions) for an impairment to arise. Management has calculated the recoverable amount of the cash generating unit to exceed its carrying amount by \$257.4 million.

Testing for impairment of goodwill

Key assumptions applied in impairment testing

The recoverable amounts of all the CGUs have been determined from value in use calculations based on cash flow projections from formally approved budgets covering a three year period from 2022 to 2024. The first year of the projections is based on detailed budgets prepared by management as part of the Group's performance and control procedures. Subsequent years are based on extrapolations using the key assumptions listed below which are management approved projections. The discount rate applied to cash flow projections beyond three-years is extrapolated using a terminal growth rate which represents the expected long-term growth rate of the Business Process Outsourcing ("BPO") sector.

The following rates were used by the Group for the years ended June 30, 2021, 2020 and 2019:

	Average revenue growth rate	Average Gross Margin	Discount Rate	Terminal Growth Rate
	%	%	%	%
June 30, 2021	9.2	29.0	13.2	5
June 30, 2020	7.9	26.2	13.2	5
June 30, 2019	5.6	25.5	10.6	5

The calculation of value in use for the business operations is most sensitive to changes in the following assumptions:

Revenue growth

Revenue growth assumptions have been derived from projections prepared by management. Management is of the view that these assumptions are reasonable considering current market conditions. An impairment in the carrying value of goodwill would not arise if the 2022-2024 average revenue growth rate declined to nil. Over the projected period of three years, COVID 19 has not significantly impacted the revenue and gross margins of the Company.

Cost of sales and gross margin

Cost of sales has been projected on the basis of multiple strategies planned by management to ensure profitable operations. These strategies include cost minimization mechanisms such as offshore migration of labor, centralization of support activities and increasing efficiency of service delivery, resulting in improved gross margins over the forecasted period. An impairment in the carrying value of goodwill would not arise if the 2022 estimated gross margin is decreased significantly.

Discount rate

Discount rates reflect management estimates of the rate of return required for the business and are calculated after taking into account the prevailing risk-free rate, industry risk and business risk. Discount rates are

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calculated using the weighted average cost of capital. An impairment in the carrying value of goodwill would not arise if the weighted average cost of capital were to increase significantly.

5. OTHER INTANGIBLE ASSETS

	Patents	Trademarks	Customer lists (US\$'000)	Software	Total
Cost					
At July 1, 2020	541	371	2,817	20,466	24,195
Additions	—	—	—	1,463	1,463
Foreign exchange movements	—	—	—	20	20
At June 30, 2021	<u>541</u>	<u>371</u>	<u>2,817</u>	<u>21,949</u>	<u>25,678</u>
Accumulated amortization					
At July 1, 2020	196	—	2,566	18,652	21,414
Impairment charge for the year	—	—	—	—	—
Amortization charge for the year	—	—	71	984	1,055
At June 30, 2021	<u>196</u>	<u>—</u>	<u>2,637</u>	<u>19,636</u>	<u>22,469</u>
Net book value					
At June 30, 2021	<u>345</u>	<u>371</u>	<u>180</u>	<u>2,313</u>	<u>3,209</u>
At June 30, 2020	<u>345</u>	<u>371</u>	<u>251</u>	<u>1,814</u>	<u>2,781</u>
Cost					
At July 1, 2019	541	371	2,817	18,464	22,193
Additions	—	—	—	2,021	2,021
Foreign exchange movements	—	—	—	(19)	(19)
At June 30, 2020	<u>541</u>	<u>371</u>	<u>2,817</u>	<u>20,466</u>	<u>24,195</u>
Accumulated amortization and impairment					
At July 1, 2019	196	—	2,477	16,592	19,265
Impairment charge for the year	—	—	—	777	777
Amortization charge for the year	—	—	89	1,283	1,372
At June 30, 2020	<u>196</u>	<u>—</u>	<u>2,566</u>	<u>18,652</u>	<u>21,414</u>
Net book value					
At June 30, 2020	<u>345</u>	<u>371</u>	<u>251</u>	<u>1,814</u>	<u>2,781</u>
At June 30, 2019	<u>345</u>	<u>371</u>	<u>340</u>	<u>1,872</u>	<u>2,928</u>

Amortization charge for the years ended June 30, 2021, 2020 and 2019 comprise of:

	June 30, 2021	June 30, 2020	June 30, 2019
		(US\$'000)	
Amortization from continuing operations	1,055	1,372	1,722
Amortization from discontinued operations	—	—	5
Total	<u>1,055</u>	<u>1,372</u>	<u>1,727</u>

5.1. Net book value of software licenses held under financing is \$0.5 million as of June 30, 2021 (June 30, 2020: \$0.9 million).

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5.2. Estimated amortization expense for the next three years is projected to be:

	June 30, 2021	June 30, 2020 (US\$)	June 30, 2019
2022	1.2 million	0.7 million	0.8 million
2023	0.8 million	0.4 million	0.2 million
2024	0.5 million	—	—

During the year ended June 30, 2021, no impairment (June 30, 2020: \$0.8 million, June 30, 2019: \$0.2 million) was recognized in other operating costs.

6. PROPERTY AND EQUIPMENT

	Facility Leases	Leasehold Improvements	Furniture, fixture and equipment	Computer Equipment	Vehicles	Assets under Construction	Total
(US\$'000)							
Cost							
At July 1, 2020	83,665	20,127	26,410	50,603	1,026	741	182,572
Additions	29,388	5,351	4,625	10,396	298	1,092	51,150
Transfer from CWIP	—	248	440	53	—	(741)	—
Foreign exchange movements	1,227	65	171	210	8	—	1,681
Disposal	(3,207)	—	(10)	(423)	(50)	—	(3,690)
At June 30, 2021	<u>111,073</u>	<u>25,791</u>	<u>31,636</u>	<u>60,839</u>	<u>1,282</u>	<u>1,092</u>	<u>231,713</u>
Accumulated depreciation							
At July 1, 2020	22,137	15,092	17,414	42,711	630	—	97,984
Charge for the year	13,988	3,033	3,378	6,521	222	—	27,142
Disposal	—	—	(10)	(74)	(32)	—	(116)
At June 30, 2021	<u>36,125</u>	<u>18,125</u>	<u>20,782</u>	<u>49,158</u>	<u>820</u>	<u>—</u>	<u>125,010</u>
Net book value							
At June 30, 2021	<u>74,948</u>	<u>7,666</u>	<u>10,854</u>	<u>11,681</u>	<u>462</u>	<u>1,092</u>	<u>106,703</u>
At June 30, 2020	<u>61,528</u>	<u>5,035</u>	<u>8,996</u>	<u>7,892</u>	<u>396</u>	<u>741</u>	<u>84,588</u>
Cost							
At July 1, 2019	74,077	17,318	19,775	42,984	759	2,781	157,694
Additions	12,288	1,638	5,704	6,775	393	741	27,539
Transfer from CWIP	—	1,128	710	943	—	(2,781)	—
Foreign exchange movements	358	43	221	71	(64)	—	629
Disposal	(3,058)	—	—	(170)	(62)	—	(3,290)
At June 30, 2020	<u>83,665</u>	<u>20,127</u>	<u>26,410</u>	<u>50,603</u>	<u>1,026</u>	<u>741</u>	<u>182,572</u>
Accumulated depreciation							
At July 1, 2019	10,422	12,674	14,329	37,451	509	—	75,385
Charge for the year	12,149	2,418	3,085	5,279	169	—	23,100
Disposal	(434)	—	—	(19)	(48)	—	(501)
At June 30, 2020	<u>22,137</u>	<u>15,092</u>	<u>17,414</u>	<u>42,711</u>	<u>630</u>	<u>—</u>	<u>97,984</u>
Net book value							
At June 30, 2020	<u>61,528</u>	<u>5,035</u>	<u>8,996</u>	<u>7,892</u>	<u>396</u>	<u>741</u>	<u>84,588</u>
At June 30, 2019	<u>63,655</u>	<u>4,644</u>	<u>5,446</u>	<u>5,533</u>	<u>250</u>	<u>2,781</u>	<u>82,309</u>

No impairment of property, plant and equipment was recorded in the years ending June 30, 2021, 2020 and 2019.

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Depreciation charge for the years ended June 30, 2021, 2020 and 2019 comprise of:

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Depreciation from continuing operations	27,142	23,100	19,173
Depreciation from discontinued operations	—	—	905
Total	27,142	23,100	20,078

6.1. Right of use assets comprise of:

	Facility Leases	Leasehold Improvements	Furniture, fixture and equipment	Computer Equipment	Vehicles	Assets under Construction	Total
	(US\$'000)						
Right-of-use assets							
Balance at July 1, 2020	61,276	1,507	5,085	2,961	414	—	71,243
Additions	29,388	576	177	109	—	—	30,250
Disposal - net of depreciation	(3,207)	—	—	(349)	(8)	—	(3,564)
Transferred to owned	—	(1,123)	(4,434)	(1,629)	—	—	(7,186)
Foreign exchange movements	1,220	79	254	180	19	—	1,752
Depreciation charge for the year	(13,929)	(600)	(1,082)	(840)	(169)	—	(16,620)
Balance at June 30, 2021	74,748	439	—	432	256	—	75,875
Balance at July 1, 2019	63,357	321	1,320	913	282	1,488	67,681
Transfer from CWIP	—	388	703	397	—	(1,488)	—
Additions	12,288	1,474	4,900	2,835	309	—	21,806
Disposal - net of depreciation	(2,624)	—	—	(151)	(5)	—	(2,780)
Foreign exchange movements	323	34	121	28	(9)	—	497
Depreciation charge for the year	(12,068)	(710)	(1,959)	(1,061)	(163)	—	(15,961)
Balance at June 30, 2020	61,276	1,507	5,085	2,961	414	—	71,243

6.2. Lease liabilities:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Lease liabilities included in statement of financial position as of	83,999	74,712
Current	12,121	12,668
Non Current	71,878	62,044

6.3. Description of lease activities:

The Group leases buildings for its offices, equipment and vehicles. 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 3-7 years and may include renewal options, which provide operational flexibility and when recognizing right-of-use assets and lease liabilities, the Group includes certain renewal options where the Group is reasonably assured to exercise the renewal option. The operating leases recognized have reasonably assured lease terms ranging from 2 to 14 years. The Group allocates the consideration in the contract of lease related to the building to the lease and non-lease components based on their relative stand-alone prices.

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6.4. Other lease disclosures:

A maturity analysis of lease liability is shown in Note 22.3. Interest expense on lease liabilities is \$7.3 million (June 30, 2020: \$6.5 million). The expense incurred relating to short-term leases, not included in the measurement of lease liabilities, is \$0.2 million (June 30, 2020: \$1.0 million) and no other variable lease payments were incurred during the year ended June 30, 2021. The total cash outflow for leases amounted \$17.5 million (June 30, 2020: \$12.2 million). Lease payments total \$10.8 million and \$9.1 million for the year ended June 30, 2021 and June 30, 2020 respectively.

The Group recognized 91 (June 30, 2020: 94) leases related to right of use assets. During the year ended June 30, 2021, there were 13 new leases (June 30, 2020: 25) and 16 (June 30, 2020: 18) disposal of leases.

6.5. Security Interest on property and equipment

The net book value of property and equipment at June 30, 2021 and 2020 includes \$11.8 million and \$7.0 million, respectively, of assets that are pledged as security for borrowings.

7. INVESTMENT IN JOINT VENTURE

On January 1, 2016, one of the subsidiaries of the Group ("the Subsidiary") made a 47.5% investment in a Joint Venture Lake Ball LLC, doing business as Clear Connect, with Innovative Business Solutions ('IBS') with a purpose to procure and sell commercial leads for the Subsidiary's customers. The country of incorporation and principle place of business of Lake Ball LLC is the United States of America. The investment is accounted for under the equity method of accounting. As of June 30, 2021, the market value of the investment amounts to \$0.3 million (June 30, 2020: \$0.3 million, June 30, 2019: \$0.2 million). The details of the investment are as follows:

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Opening balance	331	227	392
Return on investment during the year	—	—	(96)
Dividend received during the year	(650)	(430)	(420)
Share of profit for the year	577	534	351
Ending balance	<u>258</u>	<u>331</u>	<u>227</u>

Share of profit for the year ended June 30, 2021, 2020 and 2019 of \$0.6 million, \$0.5 million and \$0.4 million, respectively, is included in the other operating costs in statement of profit or loss and comprehensive income.

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Summarized financial information of equity accounted Joint Venture from the financial statements of Lake Ball LLC is as follows:

	For the Year Ended		
	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Revenue	4,342	3,152	2,140
Profit after tax	1,215	1,124	739
Other comprehensive income	—	—	—
Total comprehensive income	1,215	1,124	739

8. OTHER ASSETS

	June 30, 2021	June 30, 2020
	(US\$'000)	
Deposits	3,715	3,087
Prepayments	633	918
Other	891	829
Other Assets	5,239	4,834

9. TRADE AND OTHER RECEIVABLES

	Note	June 30, 2021	June 30, 2020
		(US\$'000)	
Trade receivables			
Trade receivables - gross		69,715	55,862
Less: Allowance for credit losses	9.1	(2,301)	(1,877)
Trade receivables - net		67,414	53,985
Less: receivables attributable to related parties, net		(725)	(549)
Trade receivables - net closing balance		66,689	53,436
Other receivables			
Prepayments		5,281	4,397
Advance Tax		4,233	1,832
VAT/Sales Tax receivables		2,947	1,651
Other receivables		1,223	923
Deposits		731	340
		14,415	9,143
		81,104	62,579

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9.1. Allowance for credit losses

	June 30, 2021	June 30, 2020
	(US\$'000)	
Opening balance	1,877	2,209
Foreign exchange movements	133	(228)
Loss allowance recognized during the year	291	224
Trade receivables written off against allowance	—	(328)
Closing balance	2,301	1,877

10. CASH AND CASH EQUIVALENTS

	June 30, 2021	June 30, 2020
	(US\$'000)	
Balances with banks in:		
– current accounts	55,258	19,451
– deposit accounts (with a maturity of 3 months or less at inception)	2,559	2,396
	57,817	21,847
Cash in hand	25	23
	57,842	21,870

11. DEFERRED REVENUE

	June 30, 2021	June 30, 2020
	(US\$'000)	
Deferred revenue	7,087	3,904
Less: current portion of deferred revenue	(4,077)	(3,470)
	3,010	434

12. SHARE CAPITAL AND OTHER RESERVES

12.1. Share capital as of June 30, 2021

The Company is authorized to issue up to 108,057,967 common shares at a par value of \$0.0001 per share.

On August 7, 2020, the Company's common shares began trading on the Nasdaq Global Market under the ticker symbol "IBEX" at \$19 per share. Of the 4,761,905 common shares offered, 3,571,429 were offered by the Company and 1,190,476 were offered by TRGI, our principal shareholder. The net offering proceeds to the Company, before expenses, and after deducting underwriting discounts and commissions were approximately \$63.1 million. \$1.6 million of the net proceeds from our initial public offering was used to pay offering related expenses. The Company did not receive any proceeds from the sale of shares by TRGI.

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On the date of the Company's initial public offering, the Series A, Series B, Series C preferred shares and the Class B common shares (detailed in 1.2) were automatically converted into 14,119,384 common shares as follows:

- Series A preferred shares converted to Series C on a 1:1 basis
- Series B preferred shares converted to Series C on a 1:1 basis
- Series C preferred shares (including those existing as a result of the above conversions) then converted to Class A common shares at 1.158 to 1 based on a pre-determined formula.
- Class B common shares converted to Class A common shares on a 1:1 basis.
- Class B and Class A common shares were combined into one class of common shares as of the initial public offering date ("Common Shares").

As of June 30, 2021, there were 18,399,063 common shares issued and outstanding.

12.2. Share capital as of June 30, 2020

Prior to the Company's initial public offering, the share capital was structured as follows:

- Series A Convertible Preferred ("Series A") - The maximum number of Series A Convertible Preference Shares was one, whose holder was our principal shareholder, TRGI.
- Series B Convertible Preferred ("Series B") - The maximum number of Series B Convertible Preference Shares was 12,512,994, of which 11,083,691 shares were issued and outstanding as of June 30, 2020.
- Series C Convertible Preferred ("Series C", and together with the Series A shares and the Series B Shares, the "Preferred Convertible Shares") - The maximum number of Series C shares was 12,639,389 of which 111,986 shares were issued and outstanding as of June 30, 2020.
- Class A Common Shares ("Class A") – The maximum number of Class A shares was 79,766,504. There are no Class A shares issued and outstanding as of June 30, 2020.
- Class B Common Shares ("Class B", and together with the Class A shares, the "Common Shares") - The maximum number Class B shares was 3,139,114 which are authorized for issuance under the Restricted Stock Plan, of which 1,841,660 shares were issued as of June 30, 2020.

The holders of Preferred Convertible Shares were entitled to vote, together with the holders of Class A shares, as a single class on all matters submitted to the shareholders for a vote.

In the event that the Company declares a dividend, the Company shall not declare nor pay any dividends or make any distribution to any other class of shares until and unless the Company has declared and paid aggregate dividends of at least US\$9.5 million to the individual Series A share.

Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, and assuming non-conversion of any preferred shares, the Series A holder will be entitled to receive the first approximately \$9.5 million of proceeds if such event is treated as an asset sale. Series B will then be entitled to receive the next

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approximately \$53.5 million and Series C holders will then be entitled to receive the next approximately \$86.2 million (out of which \$47.9 million is waived due to the transfer of shares of Etelequote Limited to TRGI - see Note 30.2). Series C and common shareholders will then be entitled to receive any proceeds in excess of \$139.7 million. In the event that a liquidation event is treated as a stock sale, Series B and C Holders will be entitled to receive the first approximately \$139.7 million of proceeds. Series A, Series C and common shareholders will then be entitled to receive any proceeds in excess of \$139.7 million.

The holders of Preferred Convertible Shares shall be entitled to vote, together with the holders of Class A shares, as a single class on all matters submitted to the shareholders for a vote.

In the event that the Holding Company declares a dividend, the Company shall not declare nor pay any dividends or make any distribution upon other class of shares of the Company until and unless the Company has declared and paid aggregate dividends of at least US\$9.5 million with respect to the individual Series A share.

On any voluntary or involuntary liquidation, dissolution or winding-up of the Holding Company, and assuming non-conversion of any preferred shares, Series A holders will be entitled to receive the first approximately \$9.5 million of proceeds in the event that such event is treated as an asset sale. Series B will then be entitled to receive the next approximately \$53.5 million and Series C holders will then be entitled to receive the next approximately \$86.2 million (out of which \$47.9 million is waived due to the transfer of shares of Etelequote Limited to the parent Company TRGI see Note 30.2) of proceeds in excess of such \$9.5 million, Series C and common holders will then be entitled to receive those proceeds in excess of such \$139.7 million. In the event that the liquidation event is treated as a stock sale, Series B and C Holders will be entitled to receive the first approximately \$139.7 million of proceeds. Series A, Series C and common holders will then be entitled to receive those proceeds in excess of such \$139.7 million.

12.3. The additional paid in capital as of June 30, 2021 and June 30, 2020 is \$158.2 million and \$96.2 million respectively.

Additional paid in capital increased due primarily from initial public offering proceeds of \$63.1 million less the payment of offering-related expenses of \$1.2 million (\$1.0 million paid in the year ended June 30, 2021 and \$0.2 million paid in the fiscal year ended June 30, 2020).

12.4. During the year ended June 30, 2019, 459,325 of these preferred shares have been redeemed by paying \$13.9 per share to 17th Capital (comprised of \$5.9 million principal and \$0.4 million interest). The remaining \$14 million is part of the disposal of the subsidiary during the year as included in Note 30.2.

12.5. Other Reserves

The nature and purpose of other reserves within equity is described below:

Reorganization reserve

Reorganization reserve consists of differences between the combined net asset values of subsidiaries from their separate financial statements and recognized share capital, under the pooling of interest method.

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Share option plans

Weighted average cost of options / awards kept under the share option plans that pertain to the Group's various subsidiaries.

Foreign currency translation reserve

Gain / losses arising on retranslating the net assets of overseas operations into presentation currency.

Actuarial gain on defined benefit scheme

Actuarial gain or losses represents adjustments to actuarial assumptions used to value defined benefit pension scheme obligations.

Accumulated deficit

The accumulated deficit increase from \$109.5 million per end of June 30, 2020 to \$110.7 million as of June 30, 2021. The decrease is due to the net income of the year ended June 30, 2021 amounting to \$2.8 million offset by the payment of dividend of \$4.0 million to the parent company.

13. BORROWINGS

	<i>Note</i>	June 30, 2021	June 30, 2020
(US\$'000)			
Long-term other borrowings	13.1	6,205	9,783
Line of credit	13.2	22,312	21,475
		<u>28,517</u>	<u>31,258</u>
Less: Current portion of;			
– long-term other borrowings	13.1	(4,404)	(6,001)
– line of credit	13.2	(22,312)	(21,475)
Less: Current portion of borrowings		(26,716)	(27,476)
Non-current portion of borrowings		1,801	3,782

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13.1. Long-term other borrowings

	Note	June 30, 2021	June 30, 2020
(US\$'000)			
Financial Institutions			
IBM Credit LLC	13.1.1	180	974
Hewlett-Packard Financial Services Co.	13.1.1	511	923
IPFS Corporation	13.1.2	1,008	759
Heritage Bank of Commerce	13.2.3	—	1,833
PNC Term loan	13.2.1	—	2,359
First Global Bank Limited Demand loan	13.1.3	3,149	2,935
JS Bank Limited	13.1.4	1,357	—
		6,205	9,783
Less: Current portion of long-term other borrowings		<u>(4,404)</u>	<u>(6,001)</u>
Non-current portion of long term other borrowings		<u>1,801</u>	<u>3,782</u>

13.1.1. The Group has financed the purchase of various property and equipment and software during the fiscal year 2021 and 2020 with IBM, HP and FGB. As of June 30, 2021 and 2020, the Group has financed \$2.7 million and \$4.5 million, respectively, of assets at interest rates ranging from 6% to 9.76% per annum.

13.1.2. The Group has financed its insurance policies with the IPFS Corporation with an interest rate of 4.6%.

13.1.3. In January 2018, the Group's subsidiary IBEX Global Jamaica Limited entered into a \$1.4 million non-revolving demand loan with First Global Bank Limited. The loan bears interest at a fixed rate of 7.0% per annum for the term of the loan, has a maturity date of January 2023, and is required to be repaid in 54 equal monthly installments (commencing six months after the drawdown date). The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. As of June 30, 2021, the balance of the loan is \$0.5 million (June 30, 2020: \$0.8 million).

In November 2018, the Group's subsidiary IBEX Global Jamaica Limited entered into a \$1.2 million non-revolving demand loan with First Global Bank Limited. The loan bears a variable interest at 6-month LIBOR plus a margin of 5.26%, subject to a floor of 7.0% per annum, for the term of the loan. The loan is to be paid in 60 equal monthly installments, triggering a bullet payment after 36 months, with an option to renew for an additional 24 months, with an overall maturity in January 2023. The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. As of June 30, 2021, the balance of the loan is \$0.7 million (June 30, 2020: \$0.9 million).

In October 2019, the Group's subsidiary, IBEX Global Jamaica Limited, entered into a \$0.8 million non-revolving demand loan with First Global Bank Limited. The loan bears a fixed interest rate of 7%. The loan is to be paid in 36 equal monthly instalments. The loan is guaranteed by IBEX Global Limited and secured by substantially all the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets plus the assignment of peril insurance for the replacement value over the charged assets. As of June 30, 2021, the balance of the loan is \$0.4 million (June 30, 2020: \$0.6 million).

In March 2020, the Group's subsidiary, IBEX Global Jamaica Limited, entered into a \$0.6 million non-revolving demand loan and a \$2.0 million non-revolving demand loan with First Global Bank Limited. Each loan bears

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interest at a fixed rate of 7.0% per annum for the term of the loan. Each loan is to be paid in 36 equal monthly instalments, commencing 30 days after the first disbursement of loan funds. The loan is guaranteed by IBEX Global Limited and secured by substantially all of the assets of IBEX Global Jamaica Limited. The debenture under which IBEX Global Jamaica Limited granted security over its assets contains limitations on liens, the incurrence of debt and the sale of assets. As of June 30, 2021, the balance of the \$0.6 million non-revolving demand loan is \$0.4 million (June 30, 2020: \$0.6 million). As of June 30, 2021, the balance of the \$2 million non-revolving demand loan is \$1.2 million (June 30, 2020: nil).

13.1.4. In May 2020, the Group's subsidiary, IBEX Global Solutions (Pvt) Limited entered into a loan agreement with JS Bank Limited for a loan of \$1.0 million (PKR165 million) under a government initiated wage and salary loan fund. The loan funds were received in July 2020. The loan bears 3% interest per annum with a two year term. Repayment of the loan commenced in January 2021, with monthly payments of principal and interest thereafter. The loan is guaranteed by the Group's subsidiaries of Virtual World (Private) Limited and Ibex Global Bermuda Ltd. and is secured by the current and fixed assets of IBEX Global Solutions (Private) Limited, plus the receivables of IBEX Global Bermuda Ltd. As of June 30, 2021, the balance of the loan is \$0.8 million (June 30, 2020: nil).

In May 2020, the Group's subsidiary, Virtual World (Pvt) Limited entered into a loan agreement with JS Bank Limited for a loan of \$0.8 million (PKR 120 million) under a government initiated wage and salary loan fund. The loan funds were received in July 2020. The loan bears 3% interest per annum with a two year term. Repayment of the loan commenced in January 2021, with monthly payments of principal and interest thereafter. The loan is guaranteed by the Group's subsidiaries of IBEX Global Solutions (Pvt) Ltd. and IBEX Global Bermuda Ltd and is secured by the current and fixed assets, plus the assignment of certain receivables of Virtual World (Pvt) Limited. As of June 30, 2021, the balance of the loan is \$0.6 million (June 30, 2020: nil).

13.2. Line of credit

	<i>Note</i>	June 30, 2021 (US\$'000)	June 30, 2020
Financial Institutions			
PNC Bank, N.A.	13.2.1	22,312	19,830
Seacoast Business Funding	13.2.2	—	220
Heritage Bank of Commerce	13.2.3	—	1,425
		22,312	21,475

13.2.1. In November 2013, the Group's subsidiary, Ibex Global Solutions, Inc. (formerly known as TRG Customer Solutions, Inc.), entered into a three-year \$35.0 million revolving credit facility (as amended, the "PNC Credit Facility") with PNC Bank, N.A. ("PNC"). In June 2015, the maximum revolving advance amount under the PNC Credit Facility was increased to \$40.0 million, with an additional \$10.0 million of incremental availability (subject to PNC's approval and satisfaction of conditions precedent) and the maturity date was extended to May 2020. In December 2018, the PNC Credit Facility maximum revolving advance amount was increased to \$45.0 million. In May 2019, the PNC Credit Facility was amended to include the following: the maximum revolving advance amount was increased to \$50.0 million, with an additional \$10.0 million of availability (in \$5.0 million increments) subject to satisfaction of conditions precedent, and the maturity date was extended to May 2023. 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. Borrowings under the PNC Credit Facility bear interest at LIBOR plus a margin of 1.75% and/or negative 0.5% of the PNC Commercial Lending Rate for domestic loans. The PNC Credit Facility is guaranteed by IBEX Global Limited and secured by substantially all the assets of Ibex Global Solutions, Inc.,

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Digital Globe Services, LLC, TelSatOnline, LLC, and 7 Degrees, LLC. The line of credit balance as of June 30, 2021 is \$22.3 million (June 30, 2020: \$19.8 million), as presented in Note 13.2.

In June 2016, the PNC Credit Facility was amended to add a Term Loan A of \$6.0 million, which was drawn down in full, and a Term Loan B of \$4.0 million (subject to satisfaction of conditions precedent), which was never drawn down and cancelled. In November 2016, the PNC Credit Facility was amended by adding a Term Loan C of \$16.0 million which was drawn down in full with \$6.0 million applied to repay in full Term Loan A. Term Loan C bears interest at LIBOR plus a margin of 4.00% and is required to be repaid in 54 equal monthly instalments (commencing January 1, 2017). Term Loan C balance as of June 30, 2021 is nil as the loan was fully repaid (June 30, 2020: \$2.4 million).

13.2.2. In July 2011, a subsidiary of the Group, iSky, Inc., entered into a purchasing agreement (the "Seacoast Receivables Financing Agreement") with the predecessor to Seacoast National Bank ("Seacoast"). Pursuant to the Seacoast Receivables Financing Agreement, Seacoast provides payment to iSky, Inc. for up to \$1.5 million of accounts receivable owed to iSky, Inc. All payments from Seacoast to iSky, Inc. are subject to a discount of 1.0% for receivables outstanding 30 days or less and an additional 0.5% for each additional 15 days that such receivable is outstanding. The average discount during the fiscal year ended June 30, 2021 was approximately 1.8% (June 30, 2020: 1.2%) of net sales. Under the Seacoast Receivables Financing Agreement, Seacoast may also advance an amount up to 85% of iSky, Inc.'s receivables to iSky, Inc. at a rate of LIBOR plus 7.0%.

The Seacoast Receivables Financing Agreement requires iSky, Inc. to sell \$0.2 million of receivables per month to Seacoast, subject to a penalty based on the discount fee if such minimum is not met. The Seacoast Receivables Financing Agreement is automatically renewed for successive 12-month periods unless terminated in accordance with its terms. As June 16, 2021, the company has terminated the Receivables Financing Agreement.

13.2.3. In March 2015, the Group's subsidiaries, Digital Globe Services, Inc., TelSatOnline, Inc. and DGS EDU, LLC entered into a one-year \$3.0 million loan and security agreement (the "HBC Loan Agreement") with Heritage Bank of Commerce ("HBC"). In March 2016, the HBC Loan Agreement was amended to increase the credit line capacity to \$5.0 million and extend its maturity date until March 31, 2018, subject to collateral review. In June 2017, the HBC Loan Agreement was amended to add an additional subsidiary, 7 Degrees LLC, as a borrower, along with extending the maturity date until March 31, 2019. In August 2018, the HBC Loan Agreement was amended to increase the accrued account advance rate and certain other terms along with extending the maturity date until March 31, 2021. In January 2019, HBC Loan Agreement was amended to exclude DGS EDU, LLC therefrom pursuant to its sale. Refer to Note 30.1. Borrowings under the HBC Loan Agreement bear interest at the Prime Rate plus a margin of 2.50%. The credit line is secured by substantially all the assets of Digital Globe Services, Inc., TelSatOnline, Inc., and 7 Degrees LLC. The line of credit balance as of June 30, 2021 was nil (June 30, 2020: \$1.4 million), as presented in Note 13.2.

In March 2019, HBC Loan Agreement was amended to add a term loan of up to \$2.0 million that bears interest at the Prime Rate plus a margin of 2.5%. The term loan is required to be repaid in 36 equal monthly installments (commencing April 2020) and will mature on March 1, 2023. On the term loan maturity date, all amounts owing shall be immediately due and payable. The term loan balance as of June 30, 2021 is nil (June 30, 2020: \$1.8 million).

On February 25, 2021, the Heritage Bank of Commerce term loan and the line of credit were paid in full and the line of credit was terminated.

13.3. In June 2015, the Group's subsidiary, Ibex Global Solutions, Inc., entered into a supplier agreement with Citibank, N.A. (the "Citibank Receivables Financing Agreement"). Pursuant to the Citibank Receivables

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Financing Agreement, Citibank provides payment to Ibex Global Solutions, Inc. for accounts receivable owed to Ibex Global Solutions, Inc. from one of our largest clients and its various subsidiaries and affiliates located in the United States. All payments from Citibank to Ibex Global Solutions, Inc. are subject to a discount charge. The discount rate used to calculate the discount charge is the product of (i) the LIBOR rate for the period most closely corresponding to the number of days in the period starting from and including the date the proceeds are remitted by Citibank to Ibex Global Solutions, Inc. (the "Discount Acceptance Period") plus 1.40% per annum and (ii) the Discount Acceptance Period divided by 360. The discount charge during the fiscal year ended June 30, 2021 and 2020 averaged approximately 0.17% and 0.33% of net sales, respectively.

13.4. Changes in liabilities arising from financing activities:

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Balance of debt, July 1,	105,970	118,253	62,958
Changes from operating cash flows	(827)	(3,379)	458
Changes from financing cash flows	(26,018)	(33,746)	10,124
New leases	31,790	24,295	89,771
Non-cash item - disposal of subsidiary	—	—	(43,431)
Foreign exchange movement	1,601	547	(1,627)
Balance of debt, June 30,	112,516	105,970	118,253

13.5. In June and July 2017, e-Telequote Insurance, Inc. issued \$9.1 million and 1.0 million respectively, aggregate principal amount of 12.0% Senior Secured Notes due June 12, 2018 (the "2017 ETQ Notes"), guaranteed by TRGI, with an option of early settlement by the borrower. In May 2018, e-TeleQuote Insurance Inc. renewed the facility and expanded the loan to \$15.0 million on the same terms maturing on May 15, 2019. During the year ended June 30, 2019, the loan notes were paid in full.

14. OTHER NON-CURRENT LIABILITIES

	Note	June 30, 2021	June 30, 2020
		(US\$'000)	
Defined benefit scheme	14.1	950	677
Warrant liability	28	7,784	3,889
Phantom stock plan	19.2	514	411
Other	14.2	1,890	2,081
		11,138	7,058

14.1. Defined benefit scheme

Two of the Group subsidiaries ("the Subsidiaries") operate an unfunded defined benefit plan for qualifying employees. Under this plan, the employees are entitled to one half month's salary for every year of service, with six months or more of service considered as one year. One half month's salary has been defined to include the following:

- 15 days salary based on the latest salary rate,
- cash equivalent to 5 days service incentive leave, and,

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- one - twelfth of the 13th month's pay.

An employee is entitled to retirement benefits only upon attainment of a retirement age of 60 years and completion of at least five years of previously credited service. No other post-retirement benefits are provided to these employees. The most recent actuarial valuations of the present value of the defined benefit obligation were carried out on June 30, 2021. The present value of the defined benefit obligation, and the related current service cost and past service cost, were measured using the projected unit credit method.

The principal assumptions used for the purposes of the actuarial valuations are as follows:

	June 30, 2021	June 30, 2020
	%	%
Discount rates	4.87 %	3.98 %
Expected rate of salary increase	3.00 %	2.00 %

Amounts recognized in the consolidated statement of profit or loss and other comprehensive income in respect of defined benefit scheme are as follows:

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Current service cost	209	100	107
Interest on obligation	19	21	22
Total	228	121	129

The amount included in the statement of financial position in other non-current liabilities arising from defined benefit obligations is as follows:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Present value of unfunded defined benefit obligation	950	677
Net liability arising from defined benefit obligation	950	677

The movement in the present value of the defined benefit obligation in the current year is as follows:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Present value of defined benefit obligation at the beginning of the year	677	356
Foreign exchange movements	19	16
Current service cost	209	100
Interest cost	19	21
Actuarial gains	26	184
Present value of defined benefit obligation at the end of the year	950	677

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The subsidiaries are yet to contribute to the plan asset as of June 30, 2021.

14.2. This includes deferred social security payment amounting to \$1.1 million as of June 30, 2021 (June 30, 2020: \$1.8 million). For more detail refer to Note 24.

15. TRADE AND OTHER PAYABLES

	<i>Note</i>	June 30, 2021 (US\$'000)	June 30, 2020
Trade creditors		5,976	10,354
Accrued expenses		11,784	12,060
Accrued compensation	15.1	29,678	30,009
Cash flow hedge	15.2	316	518
Warrant liability	28	5,837	—
Others		1,272	272
		54,863	53,213

15.1. Accrued compensation includes payroll and related costs as of June 30, 2021.

15.2. This relates to change in fair value of interest rate swap and recognized in other comprehensive income. Refer Note 22.1.1.

16. CONTINGENCIES AND COMMITMENTS

16.1. Contingencies

The Group is subject to claims and lawsuits filed in the ordinary course of business. Although management does not believe that any such proceedings other than those noted below will have material adverse effect going forward, no assurances to that effect can be given based on the uncertainty of litigation and demands of third parties. The Group only records a liability for pending litigation and claims where losses are both probable and can be reasonably estimated.

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16.1.1. The significant claims or legal proceedings against subsidiaries of the Group are as follows:

A case was filed in November 2014 in the US District Court of Tennessee as a collective action under the US Fair Labor Standards Act (FLSA) and Tennessee law, alleging that plaintiffs were forced to work without being paid for the “off the clock” time. In December 2014, a similar FLSA collection action case was filed against IBEX Global Solutions in the US District Court for the District of Columbia. In February 2015, the two cases were consolidated in Tennessee (the “Consolidated Action”) and plaintiffs agreed to submit all claims to binding arbitration before the American Arbitration Association. Presently, there are approximately 3,500 individuals who have opted into the FLSA class action claims, and there are pending wage and hour class action claims under various state laws (“Rule 23 Claims”) involving approximately 21,000 potential class action claimants. In April 2019, the parties engaged in a Mediation. On June 14, 2019, the parties entered into a Settlement Agreement, which was approved by the arbitrator on June 19, 2019. Pursuant to the Settlement Agreement, all claimants under both the FLSA and the Rule 23 Claims were required to fill out and send a claim form to the Third-Party Administrator within the claim period ending on October 15, 2019 in order to receive funds under the settlement. Subsequent to June 30, 2019, Ibex funded \$3.4 million toward the settlement fund provided under the Settlement Agreement. This amount covered 100% of the possible claims under the FLSA, as well as plaintiffs’ attorney fees, administration costs and service awards. These amounts exclude any amounts for the Rule 23 Claims. Any funds not claimed pursuant to the FLSA portion of the settlement will revert to Ibex. Pursuant to the Settlement Agreement, there is \$2.2 million allocated to the settlement of claims for the Rule 23 class members. The exact amount of recovery with respect to the Rule 23 Claims depends upon the claim forms properly and timely returned to the Third-Party Administrator. The claim period closed on October 15, 2019 and as of that date, claim forms properly and timely returned for the Rule 23 Class Members accounted for \$1.2 million of the \$2.2 million allocated funds for the Rule 23 class. On November 7, 2019, the parties appeared before the Arbitrator and the Arbitrator approved the Final Order. On November 20, 2019, payment was made by the Company to the Qualified Settlement Fund in the amount of \$1.2 million for payment in full of all Rule 23 Claims and any Company tax obligations for payments to such individuals, and the matter is effectively closed. On July 15, 2020 this matter was dismissed with prejudice pursuant to an Agreed Stipulation of Dismissal with Prejudice.

On July 26, 2018, Digital Globe Services, Inc. received an indemnification notice related to AllConnect, Inc. v. Kandela LLC Case No. 2:18-cv-05959SJO (SSx) pending in the U.S. District Court for the Central District of California, Wester Division, relating to patent infringement for certain call center search for services capabilities provided by Digital Globe Services, Inc. under the Dealer Network Agreement entered into in 2014 between Kandela LLC and Digital Globe Services, Inc. via its “BundleDealer.com” portal. On June 03, 2020, AllConnect, Inc. and Kandela LLC entered into a settlement agreement, and Digital Globe Services, Inc. agreed to pay \$0.03 million of Kandela LLC’s legal fees and expenses incurred in connection with Kandela LLC’s defense of the matter. On June 5, 2020, pursuant to settlement and joint stipulation, the court dismissed the claims of AllConnect with prejudice.

Case filed in District of Columbia Superior Court against IBEX Global Solutions by a former employee of IBEX’s Philippines affiliate, IBEX Global Philippines, alleging that he was harassed, discriminated against and ultimately terminated due to his religion and personal appearance in violation of the D.C. Human Rights Act, and seeking unspecified damages on November 29, 2016. In the fourth quarter of fiscal year 2021, Plaintiff and Company agreed to a total settlement of \$0.9 million, payment was made in full settlement of the case, and the case was dismissed with prejudice.

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18. INCOME TAXES

The major components of income tax expense are:

	June 30, 2021	June 30, 2020	June 30, 2019
		(US\$'000)	
Current tax:			
Current year	3,876	1,850	836
Change in estimates related to prior year	80	201	(21)
	<u>3,956</u>	<u>2,051</u>	<u>815</u>
Deferred tax:			
Origination and reversal of temporary differences	(2,062)	1,923	8,427
Changes in tax rates	24	270	(124)
Recognition of previously unrecognized tax losses	—	(1,907)	(702)
Recognition of previously unrecognized net deductible temporary differences	—	(22)	29
	<u>(2,038)</u>	<u>264</u>	<u>7,630</u>
Total expense for the year	<u>1,918</u>	<u>2,315</u>	<u>8,445</u>

Income tax expense is attributable to:

	June 30, 2021	June 30, 2020	June 30, 2019
		(US\$'000)	
	1,918	2,315	3,615
Income tax expense from discontinued operations	—	—	4,830
Total	<u>1,918</u>	<u>2,315</u>	<u>8,445</u>

The Group's U.S. tax provision include the following U.S. entities: Ibex Global Solutions, Inc., Digital Globe Services, Inc., iSky Inc. and e-Telequote Insurance, Inc. which file separate income tax returns in the US. The Group's tax provision also include various foreign subsidiaries based in the UK, EU, Canada, Jamaica, Nicaragua, Pakistan, Senegal, and Philippines. These entities file income tax returns in their respective jurisdictions. No income tax provision has been calculated for holding companies (the Holding Company, IBEX Global Limited, DGS Limited and Etelequote Limited), as they are Bermuda based and there is no corporate income tax in Bermuda.

As a result of re-organization, Digital Globe Services, Inc. and TelSatOnline, Inc. were converted into single-member US LLCs on March 1, 2021 and placed under Ibex Global Solutions, Inc. Ibex Global Solutions, Inc. will include results of these entities on its US tax returns.

Deferred tax expense for the year ended June 30, 2020 includes a non-recurring benefit of \$0.6 million related to change in revenue and related costs recognition under IFRS15 - Revenue from contracts with customers. Furthermore, deferred tax expense for the year ended June 30, 2019 includes a non-recurring expense of \$3.1 million on cancellation of legacy ESOP plan.

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Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, as well as net operating losses and tax credit carry forwards. Deferred tax assets and liabilities are measured using the enacted tax rates that will apply to taxable income in the periods the deferred tax item is expected to be settled or realized. The tax effects of the Group's temporary differences and carry forwards are as follows:

Tax effect of deductible / (taxable) temporary differences

	June 30, 2021	June 30, 2020
	(US\$'000)	
Deductible temporary differences:		
- Provisions and write-offs against accounts receivable	30	85
- Unpaid accrued expenses / compensation	3,413	687
- Net operating losses	834	1,629
- Property and equipment	385	348
- Lease liability (right of use assets)	5,692	5,101
	<u>10,354</u>	<u>7,850</u>
Taxable temporary differences:		
- Property and equipment	(133)	(105)
- Right of use assets	(5,097)	(4,661)
- Intangible assets	(958)	(978)
	<u>(6,188)</u>	<u>(5,744)</u>
Net deferred tax assets	<u>4,166</u>	<u>2,106</u>
	June 30, 2021	June 30, 2020
	(US\$'000)	
Deferred tax asset	4,252	2,223
Deferred tax liability	(86)	(117)
	<u>4,166</u>	<u>2,106</u>

Movement in deferred tax assets / (liability):

	June 30, 2021	June 30, 2020
	(US\$'000)	
Opening deferred tax assets	2,106	2,370
Deferred tax benefits / (expense)	2,038	(264)
Foreign exchange and other rate differences	22	—
Net deferred tax assets	<u>4,166</u>	<u>2,106</u>

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A deferred tax asset has not been recognized for the following gross amounts:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Unused tax losses	26,575	25,320
Deductible temporary differences	81	253
Unused tax losses and deductible differences - unrecognized	26,656	25,573

Deferred tax asset arising on the above amounts has not been recognized in these consolidated financial statements, as the management is of the prudent view that it is not probable that sufficient taxable profit will be available in the foreseeable future against which these temporary differences and unused tax losses can be utilized. Other factors considered include cumulative losses in recent years and non-existence of future reversals of existing taxable temporary differences. The unused tax losses will begin to expire in 2027.

At June 30, 2021, the Group's US federal and state net operating loss carry forward for income tax purposes are \$15.9 million (June 30, 2020: \$20.6 million) and \$36.7 million (June 30, 2020: \$26.6 million) respectively which will begin to expire in 2030. The Group's Canadian subsidiary has net operating loss carry forward of \$2.3 million (June 30, 2020: \$2.2 million), expiring over the period 2028 through 2038. The Group's UK and European subsidiaries have net operating loss carry forward of \$4.3 million (June 30, 2020: \$3.9 million) which can be carried forward indefinitely. The Group's Luxembourg subsidiary has net operating loss of \$1.2 million (June 30, 2020: \$1.2 million) which will begin to expire in 2038. The Group's subsidiary in Senegal has net operating loss carry forward of \$2.7 million (June 30, 2020: \$2.9 million) expiring over the period 2022 through 2025. These amounts are based on the income tax returns filed for the year ended June 30, 2020 and estimated amounts for the year ended June 30, 2021.

During the fiscal year ended June 30, 2019, the Group's subsidiary in Luxembourg was challenged by the tax authorities on a certain tax exemption. Luxembourg tax authorities issued an assessment for tax year 2014, denying the exemption. The Group filed a petition to Luxembourg tax office to challenge this position. In response to formal petition, the Group received a revised tax assessment from Luxembourg tax authorities on June 17, 2020. Luxembourg tax authorities have accepted Group's tax position and allowed the tax exemption.

The Group 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 Group recognizes tax liabilities based on estimates of whether additional taxes and interest will be due. The Group has adopted IFRIC 23 effective from July 1, 2019 and reassessed its judgments and estimates related to income tax treatments in various jurisdictions. There are no material uncertain tax treatments that would require adjustment to the income tax expense.

There are no income tax consequences attached to the payment of dividends by the Group to its shareholders.

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Reconciliation of effective tax rate

Below is a reconciliation of tax expense and the accounting profit. As the Group's key income generating operations are based in the US, United States blended federal income tax rate of 21% is used for the purpose of this reconciliation:

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Profit / (loss) for the year	2,847	7,770	10,965
Income tax expense / (benefit)	1,918	2,315	8,445
Net profit / (loss) before income tax	4,765	10,085	19,410

	June 30, 2021	June 30, 2021	June 30, 2020	June 30, 2020	June 30, 2019	June 30, 2019
	(%)	(US\$'000)	(%)	(US\$'000)	(%)	(US\$'000)
Income tax expense using the applicable tax rate	21.0 %	1,001	21.0 %	2,118	21.0 %	4,230
State taxes (net of federal tax effect)	7.3 %	349	12.9 %	1,303	5.3 %	1,073
Effect of tax and exchange rates in foreign jurisdictions	3.7 %	175	(7.7)%	(776)	5.1 %	1,043
Foreign subsidiaries taxed at lower rate or tax exempt	22.3 %	1,064	1.9 %	191	(1.9)%	(380)
Non-deductible expenses / exempt income	5.4 %	256	3.3 %	328	2.3 %	470
Employment and other tax credits	(20.3)%	(967)	— %	—	— %	—
Cancellation of legacy ESOP plan	— %	—	— %	—	15.2 %	3,104
Effect of disposal of subsidiaries	— %	—	— %	—	(2.0)%	(403)
Prior year provision / other items	(3.8)%	(180)	(3.2)%	(320)	0.4 %	73
Unrecognized losses utilized during the year	— %	—	10.1 %	1,018	— %	—
Change in unrecognized temporary differences	4.6 %	220	(15.3)%	(1,547)	(3.7)%	(765)
	40.2 %	<u>1,918</u>	23.0 %	<u>2,315</u>	41.7 %	<u>8,445</u>

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19. SHARE OPTION PLANS

The share-based payments expenses in the consolidated statements of profit or loss and other comprehensive income consist of the following:

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Cash settled:			
Phantom Stock Plan	851	(31)	(300)
Equity settled:			
2017 IBEX Stock Plan	—	—	4,132
2018 Restricted Stock Awards (RSA)	45	95	255
2020 Long term Incentive Plan	3,625	295	—
	<u>3,670</u>	<u>390</u>	<u>4,387</u>
Total	<u>4,521</u>	<u>359</u>	<u>4,087</u>
Share-based payments from discontinued operations	<u>—</u>	<u>—</u>	<u>875</u>

19.1. 2017 IBEX Stock Plan

On June 20, 2017, our board of directors and shareholders approved and adopted the Holding Company's 2017 Stock Plan, as amended and restated on October 6, 2017 (the "2017 IBEX Plan"). On February 21, 2018, the Company amended and restated its 2017 Stock Plan, increasing the maximum number of common shares of the Company that may be issued from 1,798,019 to 2,559,323.

On March 16, 2018, we effectuated a 1.11650536356898-to-1 reverse share split.

On December 28, 2018, the 2017 IBEX Plan was terminated and all grants awarded thereunder were cancelled.

Purpose

We believe that the 2017 IBEX Plan will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2017 IBEX Plan provides for grants of stock options and restricted stock awards.

Eligibility

Selected employees, consultants or directors of our company or our affiliates will be eligible to receive non-statutory stock options and restricted stock awards under the 2017 IBEX Plan, but only employees of our company will be eligible to receive incentive stock options.

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Administration

The 2017 IBEX Plan is administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2017 IBEX Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2017 IBEX Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2017 IBEX Plan and any agreements related to awards granted under the 2017 IBEX Plan. Our board of directors may also delegate authority to one of more of our officers to make awards under the 2017 IBEX Plan.

Available Shares

The number of common shares that we may issue with respect to awards granted under the 2017 IBEX Plan will not exceed an aggregate of 2,559,323. This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions. If an award expires or becomes unexercisable for any reason without having been exercised in full, or is surrendered pursuant to an option exchange program, the common shares subject to such award will be available for further awards under the 2017 IBEX Plan. Common shares used to pay the exercise or purchase price of an award or tax obligations will be treated as not issued and will continue to be available under the 2017 IBEX Plan. Common shares issued under the 2017 IBEX Plan and later forfeited to us due to the failure to vest or repurchased by us at the original purchase price paid to us for such common shares will again be available for future grant under the 2017 IBEX Plan.

Award Agreements

Awards granted under the 2017 IBEX Plan will be evidenced by award agreements, which need not be identical and which will be modified to the extent necessary to comply with applicable law in the relevant jurisdiction of the respective participant, that provide additional terms of the award, as determined by the administrator.

Stock Options

The 2017 IBEX Plan allows the administrator to grant incentive stock options, as that term is defined in section 422 of the Internal Revenue Code, or non-statutory stock options. Only our employees may receive incentive stock option awards. The term of each option may not exceed ten years, or five years in the case of an incentive stock option granted to a ten percent shareholder. No incentive stock option or non-qualified stock option may have an exercise price less than the fair market value of a common share at the time of grant or, in the case of an incentive stock option granted to a ten percent shareholder, 110% of such share's fair market value. Options will be exercisable at such time or times and subject to such terms and conditions as determined by the administrator at grant and the exercisability of such options may be accelerated by the administrator.

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Restricted Stock

The 2017 IBEX Plan allows the administrator to grant restricted stock awards. Once the restricted stock is purchased or received, the participant will have the rights equivalent to those of a holder of our common shares, and will be a record holder when his or her purchase and the issuance of the common shares is entered upon the records of our duly authorized transfer agent. Unless otherwise determined by the administrator, we will have a right to repurchase any grants of restricted stock upon a recipient's voluntary or involuntary termination of employment for any reason at a price equal to the original purchase price of such restricted stock.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of restricted stock, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2017 IBEX Plan but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2017 IBEX Plan may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2017 IBEX Plan became effective on June 20, 2017 and will expire on June 20, 2027 unless terminated earlier by the board of directors.

In December 2017, the Group granted 1,778,569 stock options to its employees of which 480,128 were vested. The remaining options will vest over periods of three to four years. There were no restricted stock awards granted in the same period. The weighted average exercise price of stock options granted was \$6.81.

The fair value of share options granted was determined to be \$8.428 per option.

The Group estimates the fair value of its stock options on the date of the grant using the Black-Scholes option pricing model, which requires the use of certain estimates and assumptions that affect the reported amount of share-based compensation cost recognized in the profit or loss. These include estimates of the fair value of common shares, the expected term of stock options, expected volatility of the Holding Company's common shares, expected dividends and the risk-free interest rate:

Fair value of common shares

The estimated fair value of the common shares underlying the share options has been determined to be \$14.00 per share.

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Expected term

The expected term of options granted is 4.92 years. The Group assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable listed companies of 35.6% at the time of grant calculations.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

Risk-free rate

The risk-free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The average risk-free rate used for options granted was 2.26%.

On December 28, 2018, the 2017 IBEX Plan was terminated pursuant to Section 11 of the 2017 IBEX Plan. Pursuant to the termination of the Plan, all stock options under the 2017 IBEX Plan were cancelled. The Group recognized \$4.9 million expense during the year ended June 30, 2019 including \$3.2 million of additional expense to fully write off the plan.

19.2. Phantom Stock Plans

In February of 2018, each of IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote (Private) Limited, IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, IBEX Global Solutions Senegal S.A., and Virtual World (Private) Limited, and in March of 2018, each of IBEX Global Jamaica Limited, and IBEX Global Solutions Nicaragua SA adopted phantom stock plans (collectively, the "Phantom Stock Plans"), which provide for grants of "phantom stock options" to certain of their executive officers and employees. 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 Holding Company at the time of exercise and the exercise price of the option per share. In the event that the payment due to a grantee who has exercised an option exceeds \$10,000, the relevant company may elect in its sole discretion to make payments in equal installments (without interest) over a period not exceeding three years, provided that each installment shall be no less than \$10,000 (unless the residual amount is less than \$10,000).

On December 28, 2018, the Board of Directors, pursuant to a provision in the Phantom Stock Plans terminated the Phantom Stock Plans for IBEX Global Solutions (Private) Limited, DGS (Private) Limited, eTelequote (Private) Limited, IBEX Global Solutions Senegal S.A., Virtual World (Private) Limited, and IBEX Global Solutions Nicaragua SA. All phantom stock options under these specific Phantom Stock Plans were cancelled upon termination of the identified Phantom Stock Plans. The Phantom Stock Plans for IBEX Global Solutions (Philippines) Inc., IBEX Global ROHQ, and IBEX Global Jamaica Limited remained in effect. The Group reversed the expense of \$0.9 million of phantom stock in connection to forfeiture for vesting conditions not being met during the year ended June 30, 2019.

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On February 1, 2021, we terminated the Phantom Stock Plan for IBEX Global ROHQ. All IBEX Global ROHQ plan participants and phantom stock options were transferred to the IBEX Global Solutions (Philippines) Inc. Phantom Stock Plan. The Phantom Stock Plans for IBEX Global Solutions (Philippines) Inc. and IBEX Global Jamaica Limited remain in effect. These plans were amended as restated as of February 16, 2021. The maximum number of phantom stock options available for issuance under the IBEX Global Solutions (Philippines) Inc. and IBEX Global Jamaica Limited plans are 400,000 and 200,000, respectively. These Phantom Stock Plans shall continue until the earlier of June 30, 2025 or termination by the Ibex Limited board of directors pursuant to the terms of the plan.

On February 2021, 167,935 options were issued under phantom stock plan with an exercise price of \$20.86, 5,335 of the total options vests immediately and remaining option vests 25% initially and the remainder vesting equally on monthly basis over 36 months.

The Company has elected to use the Black-Scholes valuation to calculate the fair value of Phantom stock options. The Black-Scholes valuation 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 dividends and the risk-free interest rate.

Fair value of common shares

The fair value of the common shares is \$19.52 per share as of June 30, 2021.

Expected term

The expected term of options granted is 1.65 - 5.66 years. In estimating the expected term, the subsidiary assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable listed companies of 32.23% - 44.29%.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

Risk-free rate

The risk free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The risk free rate used for computation of fair value of options as of June 30, 2021 was 0.25% - 1.04%.

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The fair value of options issued in February 2018, March 2018 and February 2021 is \$5.53 - \$12.82 per option as of June 30, 2021. A roll forward of the phantom options are as follows:

	2021		2020	
	Weighted average exercise price (US\$)	Share Options (Number)	Weighted average exercise price (US\$)	Share Options (Number)
Options outstanding as of beginning of the period	6.81	54,575	6.81	54,575
Options granted during the period	20.86	167,935	—	—
Options exercised during the period	6.81	(11,770)	—	—
Options forfeited / cancelled / expired during the period	—	—	—	—
Options outstanding as of end of the period	18.01	<u>210,740</u>	6.81	<u>54,575</u>
Options exercisable as of end of the period	12.90	<u>95,660</u>	6.81	<u>45,684</u>

The weighted average fair value of the Phantom stock options as of June 30, 2021 is \$13.84 (June 30, 2020: \$6.81). For the year ended June 30, 2021, the Subsidiaries recognized an expense of share-based payment amounting to \$0.9 million (June 30, 2020: (\$0.03) million). There were no Phantom Stock options with intrinsic value as of June 30, 2021. The liability under the Phantom stock option plan as of June 30, 2021 was \$0.5 million and \$0.6 million included as other non-current liabilities in Note 14 and payables in Note 15 respectively.

As of June 30, 2021, the unrecognized compensation expense associated with the phantom stock plan is \$0.4 million and it will be recognized over 32 months from the end of June 30, 2021.

19.3. 2018 Restricted Stock Award Program

On December 21, 2018, our board of directors and shareholders approved and adopted the Holding Company's 2018 Restricted Share Plan (the "2018 RSA Plan"). The following description of the 2018 RSA Plan is as follows.

Purpose

We believe that the 2018 RSA Plan will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2018 RSA Plan provides for grants of Restricted Share awards entitling recipients to acquire Class B Common Shares ("Restricted Shares"), subject to the right of the Holding Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by our board of directors in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by our board of directors for such Restricted Share award.

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Eligibility

Selected employees, consultants or directors of our company or our affiliates will be eligible to receive non-statutory Restricted Share awards under the 2018 RSA Plan, but only employees of our company will be eligible to receive incentive stock awards.

Administration

The 2018 RSA Plan is administered by our board of directors, a committee (or subcommittee) appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2018 RSA Plan and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2018 RSA Plan, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2018 RSA Plan and any agreements related to awards granted under the 2018 RSA Plan. Our board of directors may also delegate authority to one or more of our officers to make awards under the 2018 RSA Plan.

Available Shares

Subject to adjustment, Restricted Share awards may be granted under the Plan for up to 2,559,323.13 Class B common shares, \$0.000111650536 par value per Class B common share, of the Group (the "Class B Common Shares"). Restricted Shares issued under the 2018 RSA Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions.

If any Restricted Share award expires or is forfeited in whole or in part (including as the result of Class B Common Shares subject to such Restricted Share award being repurchased by the Company pursuant to a contractual repurchase right or being forfeited back to the Company), the unused Class B Common Shares covered by such Restricted Share award shall again be available for the grant of Restricted Shares. Additionally, any Class B Common Shares delivered to the Company by a participant to either used to purchase additional Restricted Shares or to satisfy the applicable tax withholding obligations with respect to Restricted Shares (including shares retained from the Restricted Share award creating the tax obligation) shall be added back to the number of shares available for the future grant of Restricted Shares.

Restricted Shares

The board of directors may grant Restricted Share awards entitling recipients to acquire Class B Common Shares ("Restricted Shares"), subject to the right of the Company to repurchase all or part of such Restricted Shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the board of directors in the applicable Restricted Share award are not satisfied prior to the end of the applicable restriction period or periods established by the board of directors for such Restricted Share award.

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The board of directors shall determine the terms and conditions of a Restricted Share award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of Restricted Shares, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2018 RSA Plan but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2018 RSA Plan may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Effective Date; Term

The 2018 RSA Plan in December 2018 granted 2,373,374 shares, of which 721,596 shares vested on December 31, 2018. The remaining awards will vest between 13 months to 4 years, depending on the individual.

Fair value of common shares

The fair market value per share at the time of issuance was \$0.61 which was derived from using the Monte Carlo simulation.

Expected term

The expected term of options granted is 3.84 years. The Group assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable companies of 26.0%.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

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Risk-free rate

The risk free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The risk free rate used for computation of fair value of options as of June 30, 2021 was 2.87%.

The Company has bifurcated the 2018 RSA Plan into three categories based on the vesting conditions and vesting period of the Restricted Share awards:

- 2018 RSA Plan – Non-Executive Management
- 2018 RSA Plan Non-Performance – Executive Leadership Team
- 2018 RSA Plan Performance – Executive Leadership Team

2018 RSA Plan – Non-Executive Management

A summary of the Restricted Share awards (“RSAs”) outstanding and exercisable as of June 30, 2021 and June 30, 2020 are as follows:

	2021		2020	
	Grant Date Fair Market Value (US\$)	RSA (Number)	Grant Date Fair Market Value (US\$)	RSA (Number)
RSAs outstanding as of beginning of the period	0.61	650,193	0.61	916,929
RSAs granted during the period	0.61	280	—	—
RSAs exercised during the period	—	—	—	—
RSAs forfeited / cancelled / expired during the period	0.61	(12,088)	0.61	(266,736)
RSAs outstanding as of end of the period	0.61	<u>638,385</u>	0.61	<u>650,193</u>
RSAs vested as of end of the period	0.61	<u>587,756</u>	0.61	<u>481,859</u>

The 928,124 Restricted Share awards were granted under the 2018 RSA Plan in December 31, 2018 that vest over time, with an initial portion vesting at December 31, 2018 and the remainder vesting equally on a monthly basis for a period of 13 months to four years.

As of June 30, 2021 and June 30, 2020, 587,756, or 92.1% and 481,859, or 74.1% respectively, of the outstanding Restricted Share awards have vested. The Company recognized the amount of stock compensation expense for Restricted Share awards initially vesting on the first vesting date. The total expense recognized during the year ended June 30, 2021 and June 30, 2020 was \$0.03 million and \$0.1 million, respectively.

As of June 30, 2021, the unrecognized compensation expense associated with the Restricted Share awards was \$0.006 million, and it will be recognized over the period of 9 months from the end of June 30, 2021.

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2018 RSA Plan Non-Performance – Executive Leadership Team

Members of executive management are primarily based in the United States. All U.S.-based members of executive management have filed an 83(b) election, which provides that such equity be taxed by the Internal Revenue Service (the "IRS") at the time of grant, rather than at the time of vesting and shall result in such Restricted Share awards being taxed as capital gains rather than ordinary income. All U.S. members of executive leadership team have purchased the Restricted Shares through a promissory note, which is subject to 3% interest (the "Notes"). The Notes are considered to be a related party loan (see Related Party Transactions, Note 23). The Notes are a 50% / 50% split between recourse and non-recourse, with the non-recourse portion being secured by those Restricted Shares issued to the borrower. The Group did not record the expense of the both recourse and non-recourse components.

A summary of the Restricted Share awards outstanding and exercisable as of June 30, 2021 and June 30, 2020 are as follows:

	2021		2020	
	Grant Date Fair Market Value (US\$)	RSA (Number)	Grant Date Fair Market Value (US\$)	RSA (Number)
RSAs outstanding as of beginning of the period	0.61	918,719	0.61	1,006,519
RSAs granted during the period	—	—	—	—
RSAs exercised during the period	—	—	—	—
RSAs forfeited / cancelled / expired during the period	—	—	0.61	(87,800)
RSAs outstanding as of end of the period	0.61	<u>918,719</u>	0.61	<u>918,719</u>
RSAs vested as of end of the period	0.61	<u>844,452</u>	0.61	<u>647,702</u>

The 970,893 Restricted Share awards were granted under the 2018 RSA Plan in December 31, 2018 that vest over time, with an initial portion vesting at December 31, 2018 and the remainder vesting equally on a monthly basis for a period of 24 months to four years.

As of June 30, 2021 and June 30, 2020, 844,452, or 91.9% and 647,702, or 70.5%, respectively, of the outstanding Restricted Share awards have vested.

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2018 RSA Plan Performance – Executive Leadership Team

Performance-based Restricted Share awards vest based on certain performance criteria, which are:

- the consummation of a successful initial public offering on or before December 31, 2019: The restricted shares allotted to this criteria are 170,680.
- an initial public offering of the Group's class A common shares, and thereafter, the average price per share traded in such public market equals or exceeds \$17.42 per share at any point in time: The restricted shares allotted to this criteria are 103,264.
- meeting specific revenue and EBITDA targets during the period from January 1, 2019 to December 31, 2019: The restricted shares allotted to this criteria are 10,000.

A summary of the Restricted Share awards outstanding and exercisable as of June 30, 2021 and June 30, 2020 are as follows:

	2021		2020	
	Grant Date Fair Market Value (US\$)	RSA (Number)	Grant Date Fair Market Value (US\$)	RSA (Number)
RSAs outstanding as of beginning of the period	0.61	272,748	0.61	449,926
RSAs granted during the period	—	—	—	—
RSAs exercised during the period	—	—	—	—
RSAs forfeited / cancelled / expired during the period	—	—	0.61	(177,178)
RSAs outstanding as of end of the period	0.61	<u>272,748</u>	0.61	<u>272,748</u>
RSAs vested as of end of the period	0.61	<u>207,961</u>	0.61	<u>46,809</u>

As of June 30, 2021 and June 30, 2020, 207,961, or 76.3% and 46,809, or 17.2%, respectively, of the outstanding Restricted Share awards have vested.

On December 23, 2019, the Company entered into amendments to the restricted share awards with certain members of management and directors (the '2019 RSA Amendments') covering an aggregate of 103,264 restricted common shares. The terms of the original restricted share awards provided for vesting upon an initial public offering on a public exchange in the United States by December 31, 2019. The 2019 RSA Amendments provide for an extension of the date by which such initial public offering must occur to June 30, 2020. There would be no change in the fair value per share due to the modification. These RSA agreements were further amended on June 30, 2020 as referred below:

On January 28, 2020, the board of directors of the Company deemed certain performance triggers to be achieved with respect to restricted share awards with certain members of management and directors (the '2020 RSA Amendments') covering an aggregate of 67,176 restricted common shares. The terms of the valuation trigger associated with such RSAs were not modified. The fair value of certain of the common shares subject to the RSAs were not changed due to the modification.

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On May 20, 2020, the Board of Directors approved extraordinary payment to the members of executive management, in the amount set forth for each individual, to be paid directly to the Company in satisfaction in full of the Promissory Note entered into by each individual at the time of issuance of Restricted Stock Award Plan, including a tax gross up to cover any tax implications that may result from repayment of such loan on behalf of the individual which shall be withheld and paid directly to the IRS and that such Promissory Note shall be effectively cancelled upon payment.

On June 30, 2020, the Company entered into further amendments to the restricted share awards with certain members of management and directors (the '2020 RSA Amendments') covering an aggregate of 78,264 restricted common shares. The terms of the original restricted share awards (amended by 2019 RSA amendments) provided for vesting upon an initial public offering on a public exchange in the United States by June 30, 2020. The 2020 RSA Amendments provide for an extension of the date by which such initial public offering must occur to December 31, 2020. The fair value per share were not changed due to this modification.

The Group will not issue further shares under this 2018 RSA plan and the remaining shares of 707,535 were transferred to the 2020 Long Term Incentive Plan (Note 19.4) on May 20, 2020.

Please refer to Note 30.2 for the Restricted Share awards repurchased from Etelequote Limited employees during the year ended June 30, 2020.

19.4. Long term incentive plan

On May 20, 2020, our board of directors and shareholders approved and adopted the Holding Company's 2020 Long Term Incentive Plan (the "2020 LTIP"). The following description of the 2020 LTIP is as follows.

Purpose

We believe that the 2020 LTIP will enable us to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to our employees, consultants and directors, and to promote the success of our business.

Types of Awards

The 2020 LTIP provides for grants of stock options and stock awards.

Eligibility

Selected employees, consultants or directors of our company or our subsidiaries will be eligible to receive non-statutory Restricted Share awards under the 2020 LTIP, but only employees of our company will be eligible to receive incentive stock awards.

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Administration

The 2020 LTIP is administered by our administrator appointed by our board of directors, or any combination, as determined by our board of directors. Subject to the provisions of the 2020 LTIP and, in the case of a committee (or subcommittee), the specific duties delegated by our board of directors to such committee (or subcommittee), the administrator has the authority to, among other things, determine the per share fair market value of our common shares, select the individuals to whom awards may be granted; determine the number of shares covered by each award, approve the form(s) of agreement(s) and other related documents used under the 2020 LTIP, determine the terms and conditions of awards, amend outstanding awards, establish the terms of and implement an option exchange program, and construe and interpret the terms of the 2020 LTIP and any agreements related to awards granted under the 2020 LTIP. Our board of directors may also delegate authority to one of more of our officers to make awards under the 2020 LTIP.

Available Shares

The number of common shares that we may issue with respect to awards granted under the 2020 LTIP will not exceed an aggregate of 1,287,326.13. This limit may be adjusted to reflect certain changes in our capitalization, such as share splits, reverse share splits, share dividends, recapitalizations, rights offerings, reorganizations, mergers, consolidations, spin-offs, split-ups and similar transactions. If an award expires or becomes unexercisable for any reason without having been exercised in full, or is surrendered pursuant to an option exchange program, the common shares subject to such award will be available for further awards under the 2020 LTIP. Common shares used to pay the exercise or purchase price of an award or tax obligations will be treated as not issued and will continue to be available under the 2020 LTIP. Common shares issued under the 2020 LTIP and later forfeited to us due to the failure to vest or repurchased by us at the original purchase price paid to us for such common shares will again be available for future grant under the 2020 LTIP.

Stock Options

The 2020 LTIP allows the administrator to grant incentive stock options, as that term is defined in section 422 of the Internal Revenue Code, or non-statutory stock options. Only our employees may receive incentive stock option awards. The term of each option may not exceed ten years. No incentive stock option or non-qualified stock option may have an exercise price less than the fair market value of a common share at the time of grant. Options will be exercisable at such time or times and subject to such terms and conditions as determined by the administrator at grant and the exercisability of such options may be accelerated by the administrator.

Restricted Stock

The 2020 LTIP allows the administrator to grant restricted stock awards. Once the restricted stock is purchased or received, the participant will have the rights equivalent to those of a holder of our common shares, and will be a record holder when his or her purchase and the issuance of the common shares is entered upon the records of our duly authorized transfer agent. Unless otherwise determined by the administrator, we will have a right to repurchase any grants of restricted stock upon a recipient's voluntary or involuntary termination of employment for any reason at a price equal to the original purchase price of such restricted stock.

Stockholder Rights

Except as otherwise provided in the applicable award agreement, and with respect to an award of Restricted Shares, a participant will have no rights as a shareholder with respect to common shares covered by any award until the participant becomes the record holder of such common shares.

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Amendment and Termination

Our board of directors may, at any time, amend or terminate the 2020 LTIP but no amendment or termination may be made that would materially and adversely affect the rights of any participant under any outstanding award, without his or her consent.

Transferability

Subject to certain limited exceptions, awards granted under the 2020 LTIP may not be sold, pledged, assigned, hypothecated, transferred or disposed of in any manner other than by will or by the laws of descent or distribution.

Fair value of common shares

The fair value of the common shares is \$19.52 per share as of June 30, 2021.

Expected term

The expected term of options granted is 5.3 – 10.0 years. In estimating the expected term, the subsidiary assumes all options will be exercised at the contractual term of the option.

Volatility

Management used an average volatility of comparable listed companies of 29.4% - 47.7%.

Expected dividends

The Holding Company does not expect to pay any dividends in the future.

Risk-free rate

The risk free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The risk free rate used for computation of fair value of options as of June 30, 2021 was 0.57% - 1.20%.

The 338,432 options granted under the 2020 LTIP on June 30, 2020 vest over time, with an initial portion vesting at June 30, 2020 and the remainder vesting equally on a monthly basis for a period of 13 months to four years.

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During the year ended June 30, 2021, 510,143 options and 15,000 RSAs were granted, 16,215 options were forfeited and 1,442 were exercised. The summary of options granted during the year is as follows:

- 341,843 options were issued in August 2020 at an exercise price of \$19.0 with initial vesting of 50% at the grant date and the remaining vesting equally every month over 24 months.
- 97,000 options at an exercise price of \$19.85 and 10,000 RSAs were issued in December 2020. 77,000 options with an initial vesting of 25% after one year and the remaining vesting equally on monthly basis over 36 months and the vesting of the remaining 20,000 options is based on satisfaction of the performance obligation. Out of 10,000 RSAs, 5,000 RSAs have an exercise price of \$19.55 with initial vesting of 13% and the remaining to be vested over 24 months. The remaining 5,000 RSAs have an exercise price of \$19.85 to be vested on January 2021.
- 20,000 options were granted in January 2021 with an exercise price of \$18.82, vesting of which is based on satisfaction of the performance obligation.
- 23,500 options were granted in February 2021 with an exercise price of \$20.86 with an initial vesting of 25% after one year and remaining vesting equally on monthly basis over 36 months.
- 5,000 RSAs were granted in January 2021 with an exercise price of \$18.30 and vesting equally on a quarterly basis from April 2021.
- 27,800 options were granted in June 2021 with an exercise price of \$18.72, vesting will be over 36 months.

A summary of the options / awards outstanding and exercisable as of June 30, 2021 and June 30, 2020 are as follows:

	2021		2020	
	Weighted average exercise price (US\$)	Share Options / awards (Number)	Weighted average exercise price (US\$)	Share Options / awards (Number)
Options / awards outstanding as of beginning of the year	12.75	338,432	12.75	338,432
Options / awards granted during the year	19.23	525,143	—	—
Options / awards exercised during the year	19.00	(1,442)	—	—
Options / awards forfeited / cancelled / expired during the year	15.96	(16,215)	—	—
Options / awards outstanding as of end of the year	16.70	<u>845,918</u>	12.75	<u>338,432</u>
Options / awards exercisable as of end of the year	16.97	<u>366,865</u>	12.75	<u>40,500</u>

The total expense recognized during the fiscal year ended June 30, 2021 and June 30, 2020 was \$3.6 million and \$0.3 million respectively.

As of June 30, 2021, the unrecognized compensation expense associated with the Long term Incentive Plan was \$1.7 million, and it will be recognized over the period of 48 months from the end of June 30, 2021.

The Group recognized \$4.5 million and \$0.4 million of stock based compensation expense (including Phantom stock plan and 2018 RSA Plan and long-term incentive plan) for the year ended June 30, 2021 and 2020 respectively.

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20. EARNINGS PER SHARE

Basic earnings / (loss) per share is calculated based on the weighted average number of shares outstanding during the period. Diluted earnings per share is based on the weighted average number of ordinary shares outstanding plus the effect of dilutive non-vested restricted stock, stock options and warrants, using the treasury method, as applicable.

When a loss is reported, potentially issuable common shares are excluded from the calculation of diluted earnings per share as their effect would be anti-dilutive.

As of June 30, 2021, there were 735,475 shares related to the 2018 RSA plan, 2020 LTIP and the Amazon warrant that were considered dilutive and shares related to such plans that were considered anti-dilutive, using the treasury method.

As of June 30, 2020, there were 1,176,370 vested out of the 1,841,660 awards that have vested. The unvested shares of 665,291 have a small dilutive impact to the Earnings / (Loss) Per Share. On June 30, 2020, the Group issued LTIP (see Note 19), there were 40,500 options vested out of 338,432 options issued. The remaining unvested options have an anti-dilutive impact. Additionally, 288,748 warrant shares have vested and are a component of the basic per share calculation. The remaining unvested warrant shares have an anti – dilutive impact.

The Series A, B and C Preferred Convertible Shares do not meet the definition of ordinary shares under IAS 33 because of their preferred participation rights, under which Series B and C are entitled to receive total dividends of \$91.8 million subsequent to Series A receiving the first \$9.5 million in dividends before dividends may be paid on the Class A and B Common Shares. The Company paid the dividend on July 24, 2020 of \$4 million to TRGI, the holder of Series A preferred share. Accordingly the company's Class A and Class B common shares are deemed to be the only ordinary shares for purposes of calculating earnings per share.

As the income for the year ended June 30, 2020 and June 30, 2019, did not exceed the value of the preferred participation rights of the Series A, B and C Preferred Convertible Shares, the income/loss attributable to the ordinary shareholders of the company has been assessed as \$0.

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For the year ended June 30, 2020, a voluntary conversion of the Series A, B and C preferred convertible shares would be antidilutive, because all shares of the company would become ordinary shares and the income for the period would be attributable to all such shares. For the year ended June 30, 2019 the effect of conversion would be dilutive as the company recorded a loss for that year from continuing operations.

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Total - Income attributable to shareholders of the Holding Company	2,847	7,770	10,965
Continuing operations - Income / (loss) attributable to shareholders of the Holding Company	2,847	7,770	(4,519)
Total - Income attributable to ordinary shareholders of the company	2,847	—	—
Continuing operations - Income attributable to ordinary shareholders of the company	2,847	—	—
	(Shares)		
Weighted average number of ordinary shares - basic	17,649,446	1,176,370	956,835
	(US\$)		
Total - Basic earnings per share	0.16	—	—
Continuing operations - Basic earnings per share	0.16	—	—
	(Shares)		
Weighted average number of ordinary shares - diluted	18,384,921	12,936,962	12,461,182
	(US\$)		
Total - Diluted earnings per share	0.15	—	—
Continuing operations - Diluted earnings / (loss) per share	0.15	—	(0.36)

21. DIVIDEND DISTRIBUTION

On July 21, 2020, our board of directors approved a one-time dividend of \$4.0 million to our shareholders reflecting a portion of the cash generation from the business during fiscal year 2020. The dividend was paid on July 24, 2020 to TRGI, the holder of our Series A preferred share, which is entitled to a dividend preference that expires upon conversion of the Series A preferred share to common shares upon the completion of IPO.

One of the subsidiaries of IBEX Limited declared and paid dividend amounting to \$0.1 during the year ended June 30, 2020 respectively. No dividends were declared during the year ended June 30, 2019. One of the subsidiaries of the Group paid a dividend liability of \$1.6 million during the year ended June 30, 2019 which was declared in year ended June 30, 2017.

22. FINANCIAL INSTRUMENTS AND RELATED DISCLOSURES

Financial risk management

The Group's activities expose it to a variety of financial risks: market risk (including interest rate risk and currency risk), credit risk and liquidity risk. The Board of Directors has the overall responsibility for the establishment and oversight of the Group's risk management framework.

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The Group's risk management policies are established to identify and analyze the risks faced by the Group, to set appropriate risk limits and to monitor risks and adherence to limits. Risk management policies are reviewed regularly to reflect changes in the market conditions and the Group's activities. The Group's Board of Directors oversees how management monitors compliance with the Group's risk management policies and procedures, and reviews the adequacy of the risk management framework in relation to the risks faced by the Group.

A summary of the financial instruments held by category is provided below:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Financial assets - amortized cost		
Deposits	4,446	3,427
Trade receivables	66,689	53,436
Other receivables	1,223	923
Due from related parties	1,755	1,587
Cash and cash equivalents	57,842	21,870
	<u>131,955</u>	<u>81,243</u>
Financial liabilities - amortized cost		
Lease liabilities	83,999	74,712
Borrowings	28,517	31,258
Trade and other payables	22,695	25,773
Due to related parties	4,275	5,739
	<u>139,486</u>	<u>137,482</u>
Financial liabilities – fair value through profit and loss		
Warrant liabilities (Note 28)	13,621	3,889
	<u>13,621</u>	<u>3,889</u>
Financial liabilities – fair value through other comprehensive income		
Cash flow hedge (Note 15)	316	518
	<u>316</u>	<u>518</u>

Disclosed amounts included in financial assets – amortized cost, other receivables as of June 30, 2020 have been re-presented by \$3.5 million. There is no impact on the previously reported net loss, financial position or cash flows.

Movement of Warrant liabilities as of June 30, 2021 and 2020:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Opening balance	3,889	751
Fair Value Adjustment	7,786	2,305
Warrants vested during the year	1,946	833
Closing balance	<u>13,621</u>	<u>3,889</u>

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Fair value hierarchy

The Group uses the following hierarchy for determining and disclosing the fair value of financial instruments by valuation technique:

- Level 1: quoted (unadjusted) prices in active markets for identical assets and liabilities;
- Level 2: other techniques for which all inputs which have a significant effect on the recorded fair value are observable, either directly or indirectly; and
- Level 3: techniques which use inputs that have a significant effect on the recorded fair value that are not based on observable market data.

The fair value of the Group's financial liability is measured at fair value on a recurring basis. The following table gives information about how the fair value of this financial liability is determined.

		June 30, 2021	June 30, 2020
		(US\$'000)	
Financial liabilities – fair value through profit and loss	Fair value hierarchy		
Warrant liabilities (Note 28)	Level 3	13,621	3,889
Financial liabilities – fair value through other comprehensive income	Fair value hierarchy		
Cash flow hedge (Note 15)	Level 2	316	518
		<u>13,937</u>	<u>4,407</u>

During the year June 30, 2021, there was no reclassification to profit and loss from other comprehensive income as a result of cash flow hedge. There were no transfers between the different hierarchies levels in the year ended June 30, 2021.

22.1. Market risk

22.1.1 Interest rate risk

The Group's exposure to market risk for changes in interest rates relates primarily to the cash and bank balances and credit facilities. Borrowings under the PNC Credit Facility bear interest at LIBOR plus 1.75% and/or negative 0.5% of the PNC Commercial Lending Rate for domestic loans. The Group attempts to manage its exposure to interest rate changes to mitigate the impact to its profitability and has used an interest rate swaps to achieve this goal.

In March 2020, Ibox Global Solutions, Inc., entered into a \$15 million notional floating to fixed interest-rate swap in to hedge the interest rate risk on the first \$15 million of its balance outstanding under the PNC Credit Facility. At the time the hedge was executed, all critical terms matched between the hedge and the hedged item. Hedge effectiveness was assessed prospectively at inception, and on an ongoing basis by confirming that the critical terms continue to match. As a result of this qualitative assessment, no hedge ineffectiveness has been identified. The fair value of the interest rate swap was \$0.3 million and \$0.5 million as of June 30, 2021 and 2020, respectively, and is included in trade and other payables in the statement of financial position.

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Based on the Group's debt position as of June 30, 2021 and taking into account the impact of the interest-rate swap referred above; a 1% change in interest rates would impact the finance costs by \$0.9 million (June 30, 2020: \$0.8 million).

22.1.2 Foreign currency exchange risk

The Group serves many of our U.S.-based clients using contact center capacity in various countries such as 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 which could have an impact on our results of operations. Our primary foreign currency exposures are in Philippine Peso, Jamaican Dollar, and Pakistan Rupee; to a lesser extent, we have exposures in Euro, Pound Sterling, CFA Franc (XOF), Nicaraguan Cordoba, Canadian Dollar and Emirati Dirham. 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.

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Foreign currency exchange risk arises mainly where receivables and payables exist due to transactions entered into in foreign currencies. As such, the management believe that, the Group is exposed to the following foreign currency exchange risks:

- Transaction foreign currency risk is the exchange risk associated with the time delay between entering into a contract and settling it. Greater time differences exacerbate transaction foreign currency risk, as there is more time for the two exchange rates to fluctuate.
- Translation foreign currency risk is the risk that the Group's non-U.S. Dollar assets and liabilities will change in value as a result of exchange rate changes. Monetary assets and liabilities are valued and translated into U.S. Dollars at the applicable exchange rate prevailing at the applicable date. Any adverse valuation moves due to exchange rate changes at such time are charged directly and could impact our financial position and results of operations. For the purposes of preparing the consolidated financial statements, the Group convert subsidiaries' financial statements as follows:

Statements of financial position are translated into U.S. Dollars from local currencies at the period-end exchange rate, shareholders' equity is translated at historical exchange rates prevailing on the transaction date and income and cash flow statements are translated at average exchange rates for the period.

With all other variables held constant, a 5.0% depreciation in the Philippine Peso against the U.S. dollar would have decreased net loss after taxation in the fiscal year ended June 30, 2021 by approximately \$1.6 million (June 30, 2020: \$1.4 million). Conversely, a 5.0% appreciation in the Philippine Peso against the U.S. dollar would have increased net loss after taxation in the fiscal year ended June 30, 2021 by approximately \$1.6 million (June 30, 2020: \$1.4 million). A 5.0% depreciation in Euro against the U.S. dollar would have decreased net loss after taxation in the fiscal year ended June 30, 2021 by approximately \$0.1 million (June 30, 2020: \$0.1 million). Conversely, a 5.0% appreciation in the Euro against the U.S. dollar would have increased net loss after taxation in the fiscal year ended June 30, 2021 by approximately \$0.1 million (June 30, 2020: \$0.1 million). Similarly, a 5.0% depreciation in the Pakistan Rupee against the U.S. dollar would have decreased our net loss after taxation in the fiscal year ended June 30, 2021 by approximately \$0.3 million (June 30, 2020: \$0.3 million). Conversely, a 5.0% appreciation in the Pakistan Rupee against the U.S. dollar would have increased our net loss after taxation in the fiscal year ended June 30, 2021 by approximately \$0.3 million (June 30, 2020: \$0.3 million).

22.2. Credit risk

Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and causes the other party to incur a financial loss. The Group is exposed to credit risk on its accounts receivable mainly in the communications services, technology, consumer, and industrials sectors. The Group mitigates the risk by diversifying its client base in these sectors.

Financial instruments which potentially expose the Group to concentrations of credit risk consist primarily of cash and cash equivalents, accounts receivable, loans and advances and notes receivable. The Group's cash and cash equivalents are held with US and foreign commercial banks. The balance at times may exceed insured limits.

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Credit rating wise breakup of bank balances:

	June 30, 2021	June 30, 2020
	(US\$'000)	
A-1+	2,396	1,553
A-1	—	94
A+	45,082	4,295
A	3,138	2,803
A-	403	1
B-	—	2,693
B+	955	819
BA3	90	165
BB+	—	62
BBB+	4,635	7,834
BBB	1,118	1,528
Non - Rated	25	23
Total	57,842	21,870

The maximum exposure to credit risk is as follows:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Financial assets - amortized cost		
Deposits	4,446	3,427
Trade receivables	66,689	53,436
Other receivables	1,223	923
Due from related parties	1,755	1,587
Cash and cash equivalents	57,842	21,870
	131,955	81,243

Majority of the Group's financial assets are represented by trade receivables, due from related parties and cash and cash equivalents which are not materially deteriorated.

The Group's top three clients based on respective fiscal year revenue are shown below:

	2021			
	Revenue		Trade debts gross	
	Amount (US\$ '000)	% of total	Amount (US\$ '000)	% of total
Client 1	51,991	12 %	6,169	9 %
Client 2	55,181	12 %	7,247	10 %
Client 3	48,245	11 %	4,936	7 %
Subtotal	155,417	35 %	18,352	26 %
Others	288,245	65 %	51,363	74 %
Revenue from external customers	443,662	100 %	69,715	100 %

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	2020			
	Revenue		Trade debts gross	
	Amount (US\$ '000)	% of total	Amount (US\$ '000)	% of total
Client 1	64,937	16 %	7,425	13 %
Client 2	73,743	18 %	114	0 %
Client 3	38,528	10 %	9,012	16 %
Subtotal	177,208	44 %	16,551	30 %
Others	227,927	56 %	39,311	70 %
Revenue from external customers	<u>405,135</u>	<u>100 %</u>	<u>55,862</u>	<u>100 %</u>

	2019			
	Revenue		Trade debts gross	
	Amount (US\$ '000)	% of total	Amount (US\$ '000)	% of total
Client 1	74,835	20 %	10,770	16 %
Client 2	67,094	18 %	13,716	21 %
Client 3	44,509	12 %	9,042	14 %
Subtotal	186,438	51 %	33,528	51 %
Others	181,942	49 %	32,358	49 %
Revenue from external customers	<u>368,380</u>	<u>100 %</u>	<u>65,886</u>	<u>100 %</u>
Revenue from discontinued operations	<u>64,740</u>	<u>—</u>	<u>—</u>	<u>—</u>

The Group continuously monitors defaults of customers and other counterparties, identified either individually or by group, and incorporate this information into its credit risk controls.

The consolidated entities recognizes a loss allowance for expected credit losses on financial assets which are measured at amortized cost. The measurement of the loss allowance depends upon the assessment at the end of each reporting period as to whether the financial instrument's credit risk has increased significantly since initial recognition, based on reasonable and supportable information that is available, without undue cost or effort to obtain. Based on the historic trend and expected performance of the customers, the Group believes that the below expected credit loss allowance sufficiently covers the risk of default. Trade receivable balances are reviewed closely for changes in creditworthiness, including those related to COVID-19, are integrated into assessment of credit risk and expected credit losses. Forward-looking information including macroeconomic factors such as GDP, unemployment and inflation rate in the countries where Group operates. Based on the current knowledge of COVID-19 developments, the Company assumes that there will be no material deterioration on the trade receivable balances.

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In measuring expected credit losses, trade receivables are assessed on a collective basis as they possess shared credit risk characteristics. Trade receivables are grouped based on days past due and also according to the geographical location of customers.

On the above basis the expected credit loss for trade receivables as at June 30, 2021 and June 30, 2020 was determined as follows:

June 30, 2021							
(US\$'000)							
Not overdue	Due: 0 to 30 days	Due: 31 - 60 days	Due: 61 to 90 days	Due: 91 - 180 days	Due: over 180 days	Total	
Expected credit loss rate	0 %	0 %	1 %	17 %	25 %	77 %	—
Gross carrying amount	65,090	1,933	192	190	300	2,010	69,715
Lifetime expected credit loss	4	6	1	33	74	1,545	1,663
Individually impaired trade receivables							638
Total allowance for credit losses							2,301

June 30, 2020							
(US\$'000)							
Not overdue	Due: 0 to 30 days	Due: 31 - 60 days	Due: 61 to 90 days	Due: 91 - 180 days	Due: over 180 days	Total	
Expected credit loss rate	—	1 %	2 %	11 %	14 %	90 %	—
Gross carrying amount	50,630	2,513	918	138	83	1,580	55,862
Lifetime expected credit loss	—	15	14	15	12	1,419	1,475
Individually impaired trade receivables							402
Total allowance for credit losses							1,877

Below are the details of individually credit impaired balances as of June 30, 2021:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Credit impaired trade receivables - Gross carrying amount	2,142	1,801
Expected credit loss allowance	(2,124)	(1,785)
	18	16

The Group does not hold any collateral against these assets. Financial assets other than trade debts have no material ECL allowances on those balances as of June 30, 2021.

22.3. Liquidity risk

The Group's policy is to ensure that it will always have sufficient cash to allow it to meet its liabilities when they become due. To achieve this aim, it seeks to maintain cash balances (or agreed facilities) to meet expected requirements for a period of at least 45 days. The Board receives cash flow projections on a quarterly basis as well as information regarding cash balances and investments. The liquidity risk of each group entity is managed at the entity level. Where facilities of group entities need to be increased, approval must be sought by the entity's CFO. Where the amount of the facility is above a certain level, agreement of the Group CFO and the board is needed.

The Group's cash generated from operations for the year ended June 30, 2021 was \$40.6 million (June 30, 2020: \$63.3 million).

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The following table presents the contractual maturities (liquidity analysis) as of June 30, 2021 and 2020:

	June 30, 2021			
	Less than 1 year	1 - 3 years	4 - 5 years	Total
	(US\$'000)			
Deposits	731	3,715	—	4,446
Trade receivables	66,689	—	—	66,689
Other receivables	1,223	—	—	1,223
Due from related parties	1,755	—	—	1,755
Cash and cash equivalents	57,842	—	—	57,842
Subtotal	128,240	3,715	—	131,955
Lease liability	18,344	32,811	61,730	112,885
Long - term other borrowings	4,626	1,855	—	6,481
Line of credit	22,312	—	—	22,312
Trade and other payables	23,011	—	—	23,011
Due to related parties	4,275	—	—	4,275
Subtotal	72,568	34,666	61,730	168,964
Net liquidity position	55,672	(30,951)	(61,730)	(37,009)
	(US\$'000)			
	June 30, 2020			
	Less than 1 year	1 - 3 years	4 - 5 years	Total
	(US\$'000)			
Deposits	340	3,087	—	3,427
Trade receivables	53,436	—	—	53,436
Other receivables	923	—	—	923
Due from related parties	1,587	—	—	1,587
Cash and cash equivalents	21,870	—	—	21,870
Subtotal	78,156	3,087	—	81,243
Lease liability	18,717	29,762	54,830	103,309
Long - term other borrowings	6,468	3,994	—	10,462
Line of credit	21,475	—	—	21,475
Trade and other payables	26,291	—	—	26,291
Due to related parties	5,739	—	—	5,739
Subtotal	78,690	33,756	54,830	167,276
Net liquidity position	(534)	(30,669)	(54,830)	(86,033)

23. TRANSACTION WITH RELATED PARTIES

Related parties of the Group comprise of related entities, staff retirement funds, directors and key management personnel. A "related entity" is an entity that TRGI has control or significant influence over.

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Material related party balances and transactions other than reorganization transaction and those disclosed elsewhere in these consolidated financial statements, are given below:

			June 30, 2021			
	Note	Relationship with related party	Service delivery revenue	Service delivery expense	Due from related parties	Due to related parties
(US\$'000)						
BPO Solutions, Inc.	23.1	Related entity	—	—	—	3,610
Alert Communications, Inc.	23.1	Related entity	113	—	696	—
TRG Marketing Services, Inc.	23.1	Related entity	—	—	19	—
Afiniti International Holdings Limited	23.1	Related entity	56	27	—	168
TRG Holdings, LLC	23.1 & 23.4	Related entity	—	—	—	122
The Resource Group International Limited	23.1 & 23.7	Parent	—	—	163	—
Third Party Lessor	23.2 & 23.5	Related entity	201	405	87	97
3rd Party Client and Internet Services Provider	23.3	Related entity	679	77	638	278
IBEX Limited Executive Leadership	23.6	Officers	—	—	13	—
TRG (Private) Limited	23.1	Related entity	—	—	121	—
Etelequote	23.1	Related entity	115	—	18	—
			<u>1,164</u>	<u>509</u>	<u>1,755</u>	<u>4,275</u>

			June 30, 2020			
	Note	Relationship with related party	Service delivery revenue	Service delivery expense	Due from related parties	Due to related parties
(US\$'000)						
BPO Solutions, Inc.	23.1	Related entity	—	—	—	3,611
Alert Communications, Inc.	23.1	Related entity	164	—	534	—
TRG Marketing Services, Inc.	23.1	Related entity	—	—	19	—
Afiniti International Holdings Limited	23.1	Related entity	53	48	—	198
TRG Holdings, LLC	23.1 & 23.4	Related entity	—	—	—	1,708
The Resource Group International Limited	23.1 & 23.7	Parent	—	—	163	—
Third Party Lessor	23.2 & 23.5	Related entity	310	489	147	9
3rd Party Client and Internet Services Provider	23.3	Related entity	764	73	402	179
IBEX Holdings Executive Leadership	23.6	Officers	—	—	12	—
TRG (Private) Limited	23.1	Related entity	—	—	—	34
Etelequote	23.1	Related entity	34	—	310	—
			<u>1,325</u>	<u>610</u>	<u>1,587</u>	<u>5,739</u>

			June 30, 2019			
	Note	Relationship with related party	Service delivery revenue	Service delivery expense	Service delivery revenue	Service delivery expense
(US\$'000)						
Alert Communications, Inc.	23.1	Related entity	—	—	150	—
Afiniti International Holdings Limited	23.1	Related entity	—	—	54	70
Third Party Lessor	23.2 & 23.5	Related entity	—	—	342	77
3rd Party Client and Internet Services Provider	23.3	Related entity	—	—	883	73
					<u>1,429</u>	<u>220</u>

23.1. Service delivery revenue and expenses are incurred by the Group in the ordinary course of business. These transactions were executed on mutually agreed terms. These represent call center and back office support services provided to subsidiaries of the Group.

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23.2. A Senior executive within one of our vendors serves on the Board of our Controlling Shareholder. The Group maintains a lease on office space along with having a client relationship between Virtual World and the aforementioned company.

23.3. A Senior executive within one of our customers served until April 2021 as a Board member of our IBEX Senegal subsidiary. The Group maintains both a vendor and a client relationship with this company.

23.4. The balance due to TRG Holdings, LLC includes loan principal and interest at June 30, 2020: \$1.5 million with an interest rate of 15% per annum and shall mature on August 7, 2020. The outstanding balances of \$1.6 million was repaid on November 2, 2020.

23.5. A Senior executive within one of our vendors serves as a board of our DGS Group. The Group maintains a lease on office space with this Company.

23.6. Receivable from executive leadership represents the purchase of the shares through RSA (See Note 19.3).

23.7. Related party loans

Under a convertible loan note agreement between a subsidiary of the Group and TRGI, these loan notes may convert into ordinary shares at the option of TRGI if there is external funding in the subsidiary in excess of \$3 million. Out of total loan amount, there were no disbursements during the current year and June 30, 2018. The loan of \$1.2 million was paid in full during the year June 30, 2019.

24. CAPITAL RISK MANAGEMENT

Capital risk management is carried out by the Group's management. The Group's board of directors sets Capital risk management policies and procedures to which our management is required to adhere. The Group's management identifies and evaluates Capital risks and enters into agreements and explore avenues to mitigate these risk exposures in accordance with the policies and procedures outlined by the Group's board of directors.

The Group manages its capital to safeguard that the Group will be able to continue as a going concern. The capital structure of the Group consists of cash at bank and in hand and cash equivalents, borrowings, and preferred shares. In addition the Group's capital structure includes equity attributed to the holders of equity instruments of the Holding Company, such as capital, reserves and results carried forward, as mentioned in the consolidated statement of changes in equity.

The Group has filed for government assistance in response to the Pandemic in US and Pakistan:

In the US, one subsidiary of the Group has deferred the payment of Social Security (employer portion) from March 2020 - December 2020 amounting to \$4.4 million. A payment of \$0.7 million was made in June 2021. The total amount deferred as of June 30, 2021 was \$3.7 million (June 30, 2020: \$1.8 million). Repayment amounting to \$2.6 million and \$1.1 million is to be made through financial year 2022 and 2023 respectively.

In Pakistan, the Group (through its subsidiaries) applied for and received loans totaling approximately \$1.7 million in July 2020 through programs offered by commercial banks at the directive of the State Bank of Pakistan. These funds are to be used to fund three-months of employee wages and salaries. The funds are to be repaid within two years. Refer to Note 13.1.4.

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The Group manages its capital structure and makes the necessary adjustments in the light of changes of economic circumstances, the risk characteristics of underlying assets and the projected cash needs of the current and prospective operational / financing / investment activities. The adequacy of the Group's capital structure will depend on many factors, including capital expenditures, market developments and any future acquisition.

The Group and its subsidiaries are not subject to any externally imposed capital requirements, other than those imposed by generally applicable company law requirements.

In order to maintain or adjust the capital structure, the Holding Company may adjust the amount of dividends paid to shareholders, return capital to shareholders, issue new shares or sell assets to reduce debt.

25. SEGMENT INFORMATION

The Group had been operating with two operating segments through financial year 2019, namely, customer management and customer acquisition.

As of the end of financial year 2019, the Group spun off its health insurance acquisition business, which was a significant portion of its customer acquisition reporting segment. In addition, the Group fully integrated the operations corresponding to its customer management reporting segment and the remaining operations within our customer acquisition reporting segment. As a result, from the beginning of fiscal year 2020, the Group reports its financial statements on a single segment basis as Business Process Outsource (BPO).

From July 2019, the Chief Executive Officer (CEO), also the Chief Operating Decision Maker, reviews and analyses monthly / quarterly Group as one operating segment Business Process Outsource (BPO).

25.1. Revenue from contracts with customers

The Group generates approximately 97% of its revenue from clients based in the United States of America.

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Revenue from continuing operations			
United States of America	428,831	391,933	361,078
Others	14,831	13,202	7,302
Total	443,662	405,135	368,380
Revenue from discontinued operations:			
United States of America	—	—	64,740

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The Group's revenue disaggregated by pattern of revenue recognition is as follows:

	June 30, 2021	June 30, 2020	June 30, 2019
	(US\$'000)		
Pattern of Revenue recognition			
- Services transferred at a point in time	40,775	48,486	52,897
- Services transferred over time	402,887	356,649	315,483
	443,662	405,135	368,380

The movement in the deferred revenue is as follows:

	June 30, 2021	June 30, 2020
	(US\$'000)	
Opening balance	3,904	5,141
Revenue recognized during the year	(5,416)	(6,128)
Revenue deferred during the year	8,599	4,891
Closing balance	7,087	3,904

The following aggregated amounts of deferred revenue from existing contracts that are to be recognized in revenue in the following fiscal years:

	FY2022	FY2023	FY2024	FY2025	Total
	(US\$'000)				
Deferred Revenue expected to be recognized	4,077	2,300	663	47	7,087

25.2. Non-current assets by location

	June 30, 2021	June 30, 2020
	(US\$'000)	
United States of America	28,668	32,482
Others	99,993	74,495
Total¹	128,661	106,977

¹Excludes deferred tax asset

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26. PAYROLL AND RELATED COSTS

Expenses recognized for employee benefits are analyzed below:

	June 30, 2021	June 30, 2020	June 30, 2019
		(US\$'000)	
Salaries and other employee costs	247,926	228,818	216,617
Social security and other taxes	47,874	46,480	37,333
Retirement - contribution plan	771	823	513
Pensions - defined benefit scheme	228	134	129
Total payroll and related costs	296,799	276,255	254,592
Payroll and related costs from discontinued operations	—	—	22,182

26.1 Remuneration of Key Management Personnel

The key management personnel include the directors.

	June 30, 2021	June 30, 2020	June 30, 2019
		(US\$'000)	
Salaries and other employee costs	5,293	5,524	4,129
Share - based payments	1,671	214	2,167
Total remuneration of key management personnel	6,964	5,738	6,296

Disclosed amounts included in Remuneration of Key Management Personnel has been re-presented by \$5.5 million and \$5.0 million for the periods ended June 30, 2020 and June 30, 2019.

Salaries and other employee costs have been re-presented by \$5.3 million and \$3.6 million for the periods ended June 30, 2020 and June 30, 2019, and share-based payments have been re-presented by \$0.2 million and \$1.4 million for the periods ended June 30, 2020 and June 30, 2019. There is no impact on the previously reported net loss, financial position or cash flows.

27. OTHER OPERATING COSTS

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	Note	June 30, 2021	June 30, 2020	June 30, 2019
		(US\$'000)		
Rent and utilities		8,462	7,802	6,272
Communication		7,497	7,519	7,546
Facilities expense		22,647	18,107	13,765
Travel and housing		1,679	7,972	6,353
Local transportation	27.1	13,768	3,977	2,216
Insurance		4,837	1,516	1,731
Legal and professional expenses	27.2	10,618	6,652	9,241
Allowance for expected credit loss		291	224	237
Others		7,066	10,301	7,127
Other Operating Costs		76,865	64,070	54,488
Other Operating costs from discontinued operations		—	—	3,241

Certain prior year amounts have been reclassified to conform to the current year presentation, with no impact on previously reported net loss, financial position or cash flows.

27.1. The increase in local transportation is primarily related to a \$9.2 million increase in COVID-19 costs.

27.2. This includes non-recurring legal expenses of \$0.9 million for the year ended June 30, 2021 (June 30, 2020: nil, June 30, 2019 \$4.2 million).

28. WARRANT

On November 13, 2017, and as subsequently amended through December 2020, the Company issued to Amazon.com NV Investment Holdings LLC, a subsidiary of Amazon.com, Inc. ("Amazon"), a 10-year warrant to acquire approximately 1,429,303 of our Series B Preference Shares and approximately 14,437.4049 of our Series C Preference Shares, totalling 1,443,740 shares, representing 10.0% of our equity on a fully diluted and as-converted basis as of the date of issuance of the warrant. 1,674,017 common shares, representing 10.0% of our equity on a fully diluted basis. The warrant is exercisable, either for cash or on a net issuance basis, at an exercise price per share of \$11.20.

The Series B and Series C Preference shares of 1,443,740 shares were subsequently converted to 1,674,017 common shares on the date of the Company's initial public offering (refer to Note 12.1) at an exercise price of \$9.42.

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 ending 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.

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At June 30, 2020, the Company estimated the warrant liability using a Monte Carlo simulation. As a result of the Company's initial public offering in August 2020, variables that previously required a more complex modelling technique were eliminated and all inputs into the calculation of the warrant liability are now observable in the public markets. Therefore, the Company has elected to use the Black-Scholes valuation technique to calculate the warrant liability going forward.

The Black-Scholes valuation model requires the use of certain estimates and assumptions that affect the fair value adjustment recognized in the consolidated statement of profit or loss. These include the price per share, expected term, expected volatility, expected dividends and the risk-free interest rate.

Fair value of common shares

The fair value of the common shares is \$19.52 per share as of June 30, 2021.

Expected term

The expected term of options granted is six years from June 30, 2021, and ending November 12, 2027.

Volatility

Management used an average volatility of comparable listed companies of 31.8% as the Company does not have sufficient experience in the public markets to calculate its own volatility.

Expected dividends

The expected average dividend yield is 0% for the year ended June 30, 2021. The Holding Company does not expect to pay any dividends in the foreseeable future.

Risk-free rate

The risk-free rate is the continuously compounded United States nominal treasury rate corresponding to the term of the option. The average risk-free rate used for options granted was 1.2%.

There were no warrants cancelled or expired as of June 30, 2021 and June 30, 2020. At June 30, 2021, 502,205 warrants were vested based on the agreed upon revenue criteria.

The total fair value of the warrant liability included in other non-current liabilities and trade and other payables was \$13.6 million and 3.9 million, as of June 30, 2021 and 2020, respectively.

Warrant asset

The Warrant asset is amortized pro rata over the life of the vesting period of the warrant based on actual and projected revenues. The Company recorded contra revenue of approximately \$0.8 million and \$0.7 million during the years ended June 30, 2021 and 2020 respectively. The balance of the warrant asset as of June 30, 2021 and 2020 was \$2.1 million and \$2.6 million, respectively.

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Fair value hierarchy

The financial instruments carried at fair value have been categorized under the three levels of the IFRS fair value hierarchy as follows:

- Level 1 - Instruments valued using quoted prices in active markets are instruments where the fair value can be determined directly from prices which are quoted in active, liquid markets and where the instrument observed in the market is representative
- Level 2 - Instruments valued with valuation techniques using observable market data are instruments where the fair value can be determined by reference to similar instruments trading in active markets, or where a technique is used to derive the valuation but where all inputs to that technique are observable.
- Level 3 - Instruments valued using valuation techniques using market data which is not directly observable are instruments where the fair value cannot be determined directly by reference to market observable information, and some other pricing technique must be employed. Instruments classified in this category have an element which is unobservable and which has a significant impact on the fair value.

Given these guidelines, the warrant liability associated with Amazon would be classified as a Level 3 liability.

29. RECONCILIATION OF PROFIT / LOSS BEFORE TAXATION

	<i>Note</i>	June 30, 2021	June 30, 2020	June 30, 2019
			(US\$'000)	
Net income after taxation		2,847	7,770	10,965
Income tax expense from continuing operations	18	1,918	2,315	3,615
Income tax expense from discontinued operations	30.2	—	—	4,830
Total income before taxation		4,765	10,085	19,410

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30. HOLDING COMPANY INDIRECT SUBSIDIARIES

The following entities are indirect subsidiaries of the Holding Company through IBEX Global Limited:

Description	Location	Nature of Business	Ownership %	
			2021	2020
IBEX Global Solutions Limited	England	Holding company	100 %	100 %
IBEX Global Limited	Bermuda	Holding company	100 %	100 %
Lovercius Consultants Limited	Cyprus	Call center	100 %	100 %
IBEX Global Europe	Luxembourg	Tech support services	100 %	100 %
IBEX Global ROHQ	Philippines	Regional HQ	100 %	100 %
IBEX Global Solutions, Inc. (formerly TRG Customer Solutions, Inc.)	USA	Call center	100 %	100 %
TRG Customer Solutions (Canada), Inc.	Canada	Call center	100 %	100 %
TRG Marketing Solutions Limited	England	Call center	100 %	100 %
Virtual World (Private) Limited	Pakistan	Call center	100 %	100 %
IBEX Philippines, Inc.	Philippines	Call center	100 %	100 %
IBEX Global Solutions (Philippines) Inc.	Philippines	Call center	100 %	100 %
TRG Customer Solutions (Philippines) Inc.	Philippines	Call center	100 %	100 %
IBEX Customer Solutions Senegal S.A. (formerly TRG Senegal SA)	Senegal	Call center	100 %	100 %
IBEX Global Solutions (Private) Limited	Pakistan	Call center	100 %	100 %
IBEX Global MENA FZE	Dubai	Call center	100 %	100 %
IBEX Global Bermuda Ltd	Bermuda	Call center	100 %	100 %
IBEX Global Solutions Nicaragua SA	Nicaragua	Call center	100 %	100 %
IBEX Global St. Lucia Limited	St. Lucia	Holding company	100 %	100 %
IBEX Global Jamaica Limited	Jamaica	Call center	100 %	100 %
IBEX Receivable Solutions, Inc	USA	Call center	100 %	— %
IBEX Global Solutions France SARL	France	Call center	100 %	100 %
IBEX Global Solutions Holding Inc.	USA	Holding company	100 %	— %
Digital Globe Services, LLC	USA	Internet marketing for residential cable services	100 %	— %
Telsat Online, LLC	USA	Internet marketing for non - cable telco services	100 %	— %
7 Degrees LLC	USA	Digital marketing agency	100 %	— %

The following entities are indirect subsidiaries of the Holding Company through DGS Limited:

Description	Location	Nature of Business	Ownership %	
			2021	2020
Digital Globe Services, Inc	USA	Internet marketing for residential cable services	— %	100 %
Telsat Online, Inc.	USA	Internet marketing for non - cable telco services	— %	100 %
DGS Worldwide Marketing Limited	Cyprus	Holding company and global marketing	100 %	100 %
DGS (Pvt.) Limited	Pakistan	Call center and support services	100 %	100 %
7 Degrees LLC	USA	Digital marketing agency	— %	100 %

The following entity is a Joint venture with membership interest held by Digital Globe Services, LLC:

Description	Location	Nature of Business	Ownership %	
			2021	2020
Lakeball LLC (Note 7)	USA	Internet Marketing for commercial cable services	47.5 %	47.5 %

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30.1. On February 1, 2019, a subsidiary, Digital Globe Services, Inc. ("DGS Inc."), agreed with a third party purchaser to sell the assets of DGS EDU, LLC for \$0.4 million of which 50% of the proceeds, or \$0.2 million, was paid in cash and the remainder was established as a promissory note between the purchaser and DGS Inc.

The Group did not consider the sale of assets of DGS EDU, LLC as discontinued operation for the year ended June 30, 2019 as it does not represent a separate major line of business or geographical area of operations to the Group.

The gain on the sale of assets is recognized in the amount of \$0.2 million.

The terms of promissory note are as follows:

- Maturity Date: February 2020
- Interest Rate: 8% compounded monthly
- Payment: No less than the greater of:
 - o the accrued but unpaid interest as of the monthly payment date; or
 - o 75% of the total receivables actually collected by the purchaser on all accounts arising from DGS Edu, LLC in the month prior to the due date of the monthly payment.

In addition, DGS Inc, agreed to a transition services agreement commencing on February 2019 for 12 months thereafter.

30.2. On June 26, 2019, the Group transferred 7,813,493 ordinary shares par value \$0.0001 per share of Etelequote Limited to its majority shareholder, The Resource Group International Limited. In consideration of the share transfer, TRGI has agreed to waive \$47.9 million of the \$86.2 million in aggregate preference amount to which the Series C Preference Shares held by it are entitled upon a voluntary or involuntary liquidation, dissolution or winding up, being an amount equal to the purchase price for the share transfer. Such Series C Preference Shares are therefore entitled to receive in preference \$38.3 million of any proceeds from a voluntary or involuntary liquidation, dissolution or winding up after Series A holders and Series B holders receive their respective entitlements.

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The Group considered Etelequote Limited to be a discontinued operation for the period ended June 30, 2019 as it represents a separate major line of business to the Group. The following table shows the major classes of assets and liabilities of the Group's discontinued operation at June 26, 2019.

	As of June 26, 2019 (US\$'000)
Assets	
Property and equipment and Intangibles	9,463
Renewal receivables	72,183
Trade and other receivables	1,129
Cash and cash equivalents	3,554
Total assets	86,329
Liabilities	
Borrowings & Financing	43,431
Trade and other payables	9,977
Related party loans	—
Other Liabilities	5,327
Total liabilities	58,735
Net Assets	27,594

Result of discontinued operations:

	June 30, 2019 (US\$'000)
Revenue	64,740
Other operating income	2,923
Payroll and related costs	22,182
Share-based payments	875
Reseller commission and lead expenses	14,467
Depreciation and amortization	910
Other operating costs	3,241
Income from operations	25,988
Finance expenses	(5,674)
Income before taxation	20,314
Income tax expense	(4,830)
Net income for the period from discontinued operations, net of tax	15,484

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Statement of cash flows

The statement of cash flows includes the following amounts relating to discontinued operations:

	June 30, 2019
	(US\$'000)
Operating activities	(13,396)
Investing activities	(867)
Financing activities	12,720
Net cash flow from discontinued operations	(1,543)

Earnings per share of discontinued operations:

As the income from discontinued operations for the year ended June 30, 2019, and June 30, 2018, did not exceed the value of the preferred participation rights attaching to the Series A, B and C preferred convertible shares, the income/loss attributable to the ordinary shareholders of the Company has been assessed as \$0.

Share-based payments:

During the year ended June 30, 2020, the Company repurchased RSAs related to non-executive leadership team (ELT) members of ETQ of \$0.1 million. The Company disposed of its investment related to RSAs of non-ELT members of ETQ thus reducing share options reserves.

The promissory note of ELT members of ETQ of \$13,000 was cancelled, therefore the Company also reduced share options reserves and related party loan receivables.

31. SUBSEQUENT EVENTS

31.1 On July 30, 2021, the Group's subsidiary, iSky, Inc. was converted from a c-corp to a limited liability company, by the filing of a certificate of conversion and formation with the Delaware Secretary of State. The subsidiary is now known as iSky, LLC.

31.2 On September 30, 2021, the PNC Credit Facility was amended, with an effective date of July 30, 2021, to join iSky, LLC as a borrower, with substantially all of its assets pledged as security.

31.3 These consolidated financial statements were authorized for issue by the Chairman of IBEX Limited on behalf of the Board of Directors of IBEX Limited, on October 13, 2021.

**DESCRIPTION OF SHARE CAPITAL
REGISTERED UNDER SECTION 12 OF THE EXCHANGE ACT**

As of September 1, 2021 IBEX Limited ("IBEX", the "company," "we," "us," and "our") had the following series of securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common shares of par value \$0.0001 per share	IBEX	NASDAQ

Capitalized terms used but not defined herein have the meanings given to them in our annual report on Form 20-F for the fiscal year ended June 30, 2021 (the "Annual Report").

GENERAL

We are an exempted company incorporated under the laws of Bermuda. We are registered with the Registrar of Companies in Bermuda under registration number 52347. We were incorporated on February 28, 2017 under the name "Forward March Limited." We changed our name to "IBEX Holdings Limited" on September 15, 2017 and then changed our name to IBEX Limited on September 9, 2019. Our registered office is located at Crawford House, 50 Cedar Avenue, Hamilton HM11, Bermuda.

We are authorized to issue up to 108,057,967 common shares at a par value of \$0.0001 per share. As of September 1, 2021, there were there were 18,399,063 common shares issued and outstanding, which includes 162,657 unvested restricted common shares. Of these common shares, 6,819,723 shares are freely tradable, without restriction, in the public market. Certain of our security holders have rights, subject to some conditions, to require us to file registration statements covering common shares that it holds or to include their shares in registration statements that we may file for ourselves or for other shareholders.

Pursuant to our bye-laws, subject to the requirements of any stock exchange on which our shares are listed and to any resolution of the shareholders to the contrary, our board of directors is authorized to issue any of our authorized but unissued shares. There are no limitations on the right of non-Bermudians or non-residents of Bermuda to hold or vote our shares.

There has been no bankruptcy, receivership or similar proceedings with respect to us or our subsidiaries.

There has been no public takeover offers by third parties for our shares nor any public takeover offers by us for the shares of another company which have occurred during the last or current financial years.

Pursuant to Bermuda law and our bye-laws, in addition to the common shares described below, our board of directors may, by resolution, establish one or more series of preference shares having such number of shares, designations, dividend rates, relative voting rights, conversion or exchange rights, redemption rights, liquidation rights and other relative participation, optional or other special rights, qualifications, limitations or restrictions as may be fixed by the board of directors without any further shareholder approval. Such rights, preferences, powers and limitations, as may be established, could have the effect of discouraging an attempt to obtain control of the company.

COMMON SHARES

The following description of our common shares is a summary and does not purport to be complete. It is subject to and qualified in its entirety by IBEX's memorandum of association, IBEX's bye-laws, the Companies Act and the common law of Bermuda. A copy of IBEX's memorandum of association is filed as Exhibit 1.1, and IBEX's bye-laws is filed as Exhibit 1.2, to IBEX's Annual Report on Form 20-F for the year ended June 30, 2021.

Objects of Our Company

We were incorporated by registration under the Companies Act. Our business objects are unrestricted and we have all the powers of a natural person.

Common Shares Ownership

Our memorandum of association and bye-laws do not impose any limitations on the ownership rights of our shareholders. We have been designated by the BMA as a non-resident for Bermuda exchange control purposes. The BMA has pursuant to its statement of June 1, 2005 given its general permission under the Bermuda Exchange Control Act 1972 (and its related regulations) for the issue and transfer of our common shares to and between non-residents of Bermuda for exchange control purposes, provided our common shares are listed on the Nasdaq Global Market, or any other appointed stock exchange. This general permission would cease to apply if our common shares were to cease to be so listed and in such event specific permission would be required from the BMA for all issues and transfers of our common shares subject to certain exceptions set out in the BMA statement of June 1, 2005. For so long as our common shares are listed on an appointed stock exchange, there are no limitations on the right of non-Bermudians or non-residents of Bermuda to hold or vote our common shares.

In addition, the non-resident designation allows us to engage in transactions in currencies other than the Bermuda dollar, and there are no restrictions on our ability to transfer funds (other than funds denominated in Bermuda dollars) in and out of Bermuda or to pay dividends to U.S. residents who are holders of our common shares.

No Pre-emptive, Redemption or Conversion Rights

Holders of common shares have no pre-emptive, redemption or conversion rights.

Liquidation

In the event of our liquidation, dissolution or winding up, the holders of common shares are entitled to share equally and ratably in our assets, if any, remaining after the payment of all of our debts and liabilities, subject to any liquidation preference on any issued and outstanding preferred shares.

Dividend Rights

Under Bermuda law, a company may not declare or pay dividends or make a distribution out of contributed surplus if there are reasonable grounds for believing that: (i) the company is, or would after the payment be, unable to pay its liabilities as they become due; or (ii) that the realizable value of its assets would thereby be less than its liabilities. Under our bye-laws, each common share is entitled to dividends if, as and when dividends are declared by our board of directors, subject to any preferred dividend right of the holders of any preferred shares. Any cash dividends payable to holders of our common shares listed on the Nasdaq Global Market will be paid to Broadridge Corporate Issuer Solutions, Inc., our paying agent in the U.S. for disbursement to those holders.

Variation of Rights

If at any time we have more than one class of shares, the rights attaching to any class, unless otherwise provided for by the terms of issue of the relevant class, may be varied in accordance with our bye-laws either: (i) with the consent in writing of the holders of 50% of the issued shares of that class; or (ii) with the sanction of a resolution passed by a majority of the votes cast at a general meeting of the relevant class of shareholders at which a quorum consisting of at least one person holding or representing 25% of the issued shares of the relevant class is present. Our bye-laws specify that the creation or issue of shares ranking equally with existing shares will not, unless expressly provided by the terms of issue of existing shares, vary the rights attached to existing shares. In addition, the creation or issue of preferred shares ranking prior to common shares will not be deemed to vary the rights attached to common shares or, subject to the terms of any other class or series of preferred shares, to vary the rights attached to any other class or series of preferred shares.

Transfer of Shares

Our board of directors may, in its absolute discretion and without assigning any reason, refuse to register the transfer of a share that it is not fully paid. Our board of directors may also refuse to recognize an instrument of transfer of a share unless it is accompanied by the relevant share certificate and such other evidence of the transferor's right to make the transfer as our board of directors shall reasonably require. Subject to these restrictions, a holder of common shares may transfer the title to all or any of his common shares by completing a form of transfer in the form set out in our bye-laws (or as near thereto as circumstances admit) or in such other common form as our board of directors may accept. The instrument of transfer must be signed by the transferor and transferee, although in the case of a fully paid share our board of directors may accept the instrument signed only by the transferor.

Where our shares are listed or admitted to trading on any appointed stock exchange, such as Nasdaq, they will be transferred in accordance with the rules and regulations of such exchange.

Voting Rights and Meetings of Shareholders

Holders of common shares are entitled to one vote per share on all matters submitted to a vote of holders of common shares. Unless a different majority is required by law or by our bye-laws, resolutions to be approved by holders of common shares require approval by a simple majority of votes cast at a meeting at which a quorum is present.

Under Bermuda law, a company is required to convene at least one general meeting of shareholders each calendar year. However, the shareholders may by resolution waive this requirement, either for a specific year or period of time, or indefinitely. When the requirement has been so waived, any shareholder may, on notice to the company, terminate the waiver, in which case an annual general meeting must be called. We have chosen not to waive the convening of an annual general meeting.

Bermuda law provides that a special general meeting of shareholders may be called by the board of directors of a company and must be called upon the request of shareholders holding not less than 10% of the paid-up capital of the company carrying the right to vote at general meetings. Bermuda law also requires that shareholders be given at least five days' advance notice of a general meeting, but the accidental omission to give notice to any person does not invalidate the proceedings at a meeting. This is less than Delaware law, which requires that written notice shall be given not less than 10 nor more than 60 days before the general meeting. Our bye-laws provide that our board of directors may convene an annual general meeting and the chairman or a majority of our directors then in office may convene a special general meeting. Under our bye-laws, at least five days' notice of an annual general meeting or a special general meeting must be given to each shareholder entitled to vote at such meeting. This notice requirement is subject to the ability to hold such meetings on shorter notice if such notice is agreed: (i) in the case of an annual general meeting by all of the shareholders entitled to attend and vote at such meeting; or (ii) in the case of a special general meeting by a majority in number of the shareholders entitled to attend and vote at the meeting holding not less than 95% in nominal value of the shares entitled to vote at such meeting.

Subject to the rules of Nasdaq, our bye-laws provide that the quorum required for a general meeting of shareholders is one or more persons present in person at the start of the meeting and representing in person or by proxy in excess of 25% of all issued and outstanding common shares. This is less than Delaware law, which requires that in no event shall a quorum consist of less than one-third of shares entitled to vote at a meeting.

Access to Books and Records and Dissemination of Information

Members of the general public have a right to inspect the public documents of a company available at the office of the Registrar of Companies in Bermuda. These documents include the company's memorandum of association, including its objects and powers, and certain alterations to the memorandum of association. The shareholders have the additional right to inspect the bye-laws of the company, minutes of general meetings and the company's audited financial statements, which must be presented in the annual general meeting. The register of members of a company is also open to inspection by shareholders and by members of the general public without charge. The register of members is required to be open for inspection for not less than two hours in any business day (subject to the ability of a company to close the register of members for not more than thirty days in a year). A company is required to maintain its share register in Bermuda but may, subject to the provisions of the Companies Act,

establish a branch register outside of Bermuda. A company is required to keep at its registered office a register of directors and officers that is open for inspection for not less than two hours in any business day by members of the public without charge. Bermuda law does not, however, provide a general right for shareholders to inspect or obtain copies of any other corporate records.

Election and Removal of Directors

Our bye-laws provide that our board of directors shall consist of not less than one director and no more than ten directors, with such number to be determined at each annual general meeting.

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 up to five directors to our board of directors. 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 up to five directors to our board of directors.

Any director not appointed by a 25% or more shareholder as described above may be removed by the shareholders provided notice of the shareholders meeting convened to remove the director is given to the director. The notice must contain a statement of the intention to remove the director and a summary of the facts justifying the removal and must be served on the director not less than 14 days before the meeting. The director is entitled to attend the meeting and be heard on the motion for his removal.

Bermuda law requires that the Company shall file with the Bermuda Registrar of Companies a list of its directors and must notify the Registrar of any changes in such directors within 30 days of the date of the change.

Proceedings of Board of Directors

Our bye-laws provide that our business is to be managed and conducted by our board of directors. Bermuda law permits individual and corporate directors and there is no requirement in our bye-laws or Bermuda law that directors hold any of our shares. There is also no requirement in our bye-laws or Bermuda law that our directors must retire at a certain age. Decisions taken by the board are decided by a simple majority of votes.

The compensation of our directors is determined by the board of directors, and there is no requirement that a specified number or percentage of "independent" directors must approve any such determination. Our directors may also be paid all travel, hotel and other reasonable out-of-pocket expenses properly incurred by them in connection with our business or their duties as directors.

Our bye-laws provide that a director who discloses a direct or indirect interest in any contract or arrangement with us as required by Bermuda law is entitled to vote in respect of any such contract or arrangement in which he or she is interested unless disqualified from voting by the chairman of the relevant meeting of the board of directors.

Indemnification of Directors and Officers

Section 98 of the Companies Act provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law would otherwise be imposed on them in respect of any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to section 281 of the Companies Act.

Our bye-laws provide that we shall indemnify our officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty, and that we shall advance funds to our officers and directors for expenses incurred in their defense upon receipt of an undertaking to repay the funds if any allegation of fraud or dishonesty is proved. Our bye-laws provide that the shareholders waive all claims or rights of action that they might have, individually or in right of the company, against any of the company's directors or officers for any act or failure to act in the performance of such director's or officer's duties, except in respect of any fraud or dishonesty of such director or officer. Section 98A of the

Companies Act permits us to purchase and maintain insurance for the benefit of any officer or director in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty or breach of trust, whether or not we may otherwise indemnify such officer or director. We have purchased and maintain a directors' and officers' liability policy for such purpose.

Amendment of Memorandum of Association and Bye-laws

Bermuda law provides that the memorandum of association of a company may be amended by a resolution passed at a general meeting of shareholders. The Companies Act and our bye-laws provide that no bye-law shall be rescinded, altered or amended, and no new bye-law shall be made, unless it shall have been approved by a resolution of our board of directors and by a resolution of our shareholders.

Under Bermuda law, the holders of an aggregate of not less than 20% in par value of a company's issued share capital or any class thereof have the right to apply to the Supreme Court of Bermuda for an annulment of any amendment of the memorandum of association adopted by shareholders at any general meeting, other than an amendment that alters or reduces a company's share capital as provided in the Companies Act. Where such an application is made, the amendment becomes effective only to the extent that it is confirmed by the Supreme Court of Bermuda. An application for an annulment of an amendment of the memorandum of association must be made within 21 days after the date on which the resolution altering the company's memorandum of association is passed and may be made on behalf of persons entitled to make the application by one or more of their number as they may appoint in writing for the purpose. No application may be made by shareholders voting in favor of the amendment.

Any amendment to our bye-laws require the approval of the board and a member resolution passed by 75% of those members attending and entitled to vote.

Amalgamations, Mergers, Business Combinations, Asset Sales

The amalgamation or merger of a Bermuda company with another company or corporation (other than certain affiliated companies) requires the amalgamation or merger agreement to be approved by the company's board of directors and by its shareholders.

Under Bermuda law and pursuant to our bye-laws, approval of 50% of the shareholders voting by written resolution or at a shareholder meeting is required to approve the amalgamation or merger agreement, and the quorum for such meeting must be one or more persons holding or representing more than 25% of the issued shares of the company.

Under Bermuda law, in the event of an amalgamation or merger of a Bermuda company with another company or corporation, a shareholder of the Bermuda company who did not vote in favor of the amalgamation or merger and who is not satisfied that fair value has been offered for such shareholder's shares may, within one month of notice of the shareholders meeting, apply to the Supreme Court of Bermuda to appraise the fair value of those shares.

As a Bermuda company, when authorized by a resolution of the board of directors, we may sell, lease or exchange all or substantially all of its property and assets as its board of directors deems in the best interests of the company. This differs from Delaware law, pursuant to which every corporation may at any meeting of the board sell, lease or exchange all or substantially all of its property and assets as its board deems expedient and for the best interests of the corporation when so authorized by a resolution adopted by the holders of a majority of the outstanding stock of a corporation entitled to vote.

Shareholder Suits

Class actions and derivative actions are generally not available to shareholders under Bermuda law. 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.

When the affairs of a company are being conducted in a manner that is oppressive or prejudicial to the interests of some part of the 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.

Our bye-laws contain a provision by virtue of which our shareholders waive any claim or right of action that they have, both individually and on our behalf, against any director or officer in relation to any action or failure to take action by such director or officer, except in respect of any fraud or dishonesty of such director or officer. Waivers of compliance with any provision of the Securities Act or Exchange Act are void under the terms of such acts. Accordingly, the operation of this bye-law provision as a waiver of the right to sue for violations of the U.S. federal securities laws would likely be unenforceable in U.S. courts.

In addition, 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.

Capitalization of Profits and Reserves

Pursuant to our bye-laws, our board of directors may (i) capitalize any part of the amount of our share premium or other reserve accounts or any amount credited to our profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro rata (except in connection with the conversion of shares) to the shareholders; or (ii) capitalize any sum standing to the credit of a reserve account or sums otherwise available for dividend or distribution by paying up in full, partly paid or nil paid shares of those shareholders who would have been entitled to such sums if they were distributed by way of dividend or distribution.

Registrar or Transfer Agent

A register of holders of the common shares will be maintained by Compass Administration Services Ltd. in Bermuda, and a branch register will be maintained in the U.S. by Broadridge Corporate Issuer Solutions, Inc., which will serve as branch registrar and transfer agent.

Untraced Shareholders

Our bye-laws provide that our board of directors may forfeit any dividend or other monies payable in respect of any shares that remain unclaimed for six years from the date when such monies became due for payment. In addition, we are entitled to cease sending dividend warrants and checks by post or otherwise to a shareholder if such instruments have been returned undelivered to, or left uncashed by, such shareholder on at least two consecutive occasions or, following one such occasion, reasonable enquires have failed to establish the shareholder's new address. This entitlement ceases if the shareholder claims a dividend or cashes a dividend check or a warrant.

**FOURTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT**

This Fourteenth Amendment to Revolving Credit and Security Agreement (this "Amendment") is made as of this 2nd day of March, 2021, by and among **IBEX GLOBAL SOLUTIONS INC., formerly known as TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions**, a Delaware corporation ("IBEX"), which is, prior to the effectiveness of this Amendment, the sole Borrower under the Loan Agreement referenced below, each of (x) **DIGITAL GLOBE SERVICES, LLC**, a Delaware limited liability company and the successor by conversion to Digital Globe Services Inc., a Delaware corporation ("DGS"), (y) **TELSATONLINE, LLC**, a Delaware limited liability company and the successor by conversion to TelSatOnline Inc., a Delaware corporation ("TelSatOnline"), and (z) **7 DEGREES LLC**, a Delaware limited liability company ("7 Degrees"), and together with DGS and TelSatOnline, the "Joining Borrowers", and together with IBEX and with any other Person joined to the Loan Agreement hereafter from time to time as a borrower, collectively the "Borrowers", the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the "Lenders"), and **PNC BANK, NATIONAL ASSOCIATION ("PNC")**, as agent for Lenders (PNC, in such capacity, the "Agent") and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the "Loan Agreement") to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have requested that Agent and Lenders modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 Joinder.

(a) Each Joining Borrower hereby joins in as, assumes the duties, obligations, indebtedness, liabilities, covenants and undertakings of, adopts the role and rights of, and adopts and agrees to be bound by the duties, obligations, indebtedness, liabilities, covenants and undertakings of, and become a Borrower under the Loan Agreement and the Other Documents, (ii) all references to any "Borrower" or the "Borrowers" contained in the Loan Agreement and the Other Documents are hereby deemed for all purposes to also refer to and include each Joining Borrower as a Borrower or a Borrower, as the case may be, in each case under the foregoing clause (i) and (ii) as if each Joining Borrower were an original signatory to the Loan Agreement and the Other Documents in such capacities, and the Loan Agreement and the Other Documents are hereby deemed amended, as appropriate, to so provide. Without limiting the generality of the provisions

of this paragraph, each Joining Borrower hereby agrees (x) that it is, and will be, jointly and severally liable as a Borrower for all Revolving Advances, Letters of Credit, Equipment Loans, Term Loans, and other Obligations (including all reimbursement obligations with respect to Letters of Credit) incurred prior to the date hereby by those Persons party to the Loan Agreement as Borrowers from time to time prior to the date hereof, (y) that it will be liable, on a joint and several basis, along with all other Borrowers, for all future Obligations, including, without limitation, all future Revolving Advances, Letters of Credit, Equipment Loans, Term Loans, and other Obligations (including all reimbursement obligations with respect to Letters of Credit) and other liabilities and obligations incurred at any time by any one or more Borrowers under the Loan Agreement and the Other Documents, and (z) it hereby becomes bound by the provisions of Article XV of the Loan Agreement (including without limitation the provisions thereof regarding appointment of IBEX as Borrowing Agent for each Borrower, regarding the joint and several liability of the Borrowers and regarding the waiver by each Borrower of suretyship and similar defenses) and Article XII of the Loan Agreement (including without limitation the provisions thereof regarding certain waivers by Borrowers including waivers of rights to trial by jury).

(b) Without limiting the foregoing paragraph (a), to secure the prompt payment and performance to Agent, Issuer and each Lender (and each other holder of any Obligations) of the Obligations, each Joining Borrower hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each Lender, Issuer and each other Secured Party, a continuing security interest in and Lien on all of its Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, specifically including, to the extent such collateral assignment, pledge and grant is not prohibited under the Organizational Documents of Lake Ball LLC, a Delaware limited liability company ("Lake Ball") pursuant to a legal and enforceable restriction or prohibition on assignment or pledge that is not rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code, all right, title, and interest of DGS in, to, and under the Organizational Documents of 7 Degrees and any Equity Interests in Lake Ball (and further specifically including, without limitation, all of DGS' "limited liability company interest" (as defined in the Delaware Limited Liability Company Act, as amended from time to time) in Lake Ball).

(c) Without limiting the foregoing paragraph (a), each Joining Borrower hereby reaffirms all of the covenants applicable to any Borrower contained in the Loan Agreement and the Other Documents, in each case as amended by this Amendment, and covenants to abide thereby (a) for so long as the Loan Agreement is in effect and (b) until the Revolving Commitments have terminated and the Obligations and all other amounts owing to Agent or any Lender thereunder are paid in full in cash (other than contingent indemnification obligations).

(d) Each Joining Borrower hereby represents and warrants that (i) it has full power, authority and legal right to enter into this Amendment and to perform all its respective Obligations hereunder and under the Loan Agreement and the Other Documents, and has taken all necessary limited liability company action to authorize the execution, delivery and performance by it of this Joinder and all Other Documents executed in in connection herewith, and this Joinder and all Other Documents executed in in connection therewith have been duly executed and delivered on its behalf, (ii) this Joinder and each Other Document executed in connection herewith constitutes the legal, valid and binding obligation of such Joining Borrower, enforceable against such Joining Borrower in accordance with its terms, except as enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally, and (iii)

the execution and delivery by it of this Amendment and performance by it of this Joinder and the Loan Agreement and the Other Documents (a) are within its company powers, are not in contravention of law or the terms of its Organizational Documents or to the conduct of its business or of any Material Contract or undertaking to which it is a party or by which it is bound, (b) will not conflict with or violate any law or regulation, or any judgment, order or decree of any Governmental Body, (c) do not and will not require the Consent of any Governmental Body, any party to a Material Contract or any other Person, and (d) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances upon any asset of such Joining Borrower under the provisions of any agreement, instrument, or other document to which such Joining Borrower is a party or by which it or its property is a party or by which it may be bound.

(e) The Schedules to the Loan Agreement shall be amended and restated by the Amended and Restated Schedules attached to this Amendment as Annex A hereto.

(f) To the extent, if any, that either (x) the contribution to Holdings by its corporate parent and subsequent contribution by Holdings to IBEX of the Equity Interests of DGS (and its Subsidiary, 7 Degrees) and TelSatOnline and/or (y) the conversion, following such contributions, of each of DGS and TelSatOnline from Delaware corporations to Delaware limited liability companies either has violated and/or would violate any provision of the Loan Agreement or any Other Document, Agent and Lenders hereby consent to such transactions and waive any Default or Event of Default, if any, that may have occurred directly and solely as a result thereof on or prior to the date hereof.

(g) Notwithstanding anything to the contrary provided for herein or in the Loan Agreement or Other Documents, no assets of any of Joining Borrower shall constitute Eligible Receivables or otherwise be included in the formula amount unless and until the first day upon which all of the following conditions (the "Joining Borrower BB Conditions") shall have been satisfied; provided further that, without limiting the generality of the foregoing, it shall be an Event of Default under the Loan Agreement if any of the Joining Borrowing BB Conditions (other than condition #2 set forth below) is not satisfied by the close of business on March 8, 2021 (as any such deadline may be extended in any case or from time to time by Agent in its sole and absolute discretion)

- (1) Delivery to Agent of Amended and Restated Schedules to the Loan Agreement to be attached hereto as Annex A, which such Amended and Restated Schedules shall be acceptable to Agent in its reasonable discretion both as to form and format and also as to the matters disclosed thereon (and at a minimum shall not disclose any information regarding Joining Borrowers or their businesses or their financial condition that is materially and adversely different from the disclosures and information regarding Joining Borrowers, their businesses, and their financial condition previously provided by IBEX to Agent regarding the Joining Borrowers);
- (2) The filings by Agent (as secured party) of UCC-1 financing statements against each Joining Borrower (as debtor) in its jurisdiction of organization covering the Collateral of each Joining Borrower (and Agent shall endeavor to make such filings as soon as reasonably possible following the Effective Date);

- (3) Receipt by Agent of a certificate of the Secretary or Assistant Secretary (or other equivalent officer, partner, member or manager) of each Joining Borrower in form and substance reasonably satisfactory to Agent dated as of the date hereof which shall certify (i) copies of resolutions in form and substance reasonably satisfactory to Agent, of the board of directors (or other equivalent governing body, member, or manager) of each Joining Borrower authorizing (x) the execution, delivery and performance by each Joining Borrower of this Amendment and all other agreements, instruments or other documents required hereby (collectively, the "Amendment Documents"), and (y) the granting by each Joining Borrower of the security interests in and liens upon its Collateral to secure all of the Obligations (and such certificate shall state that such resolutions have not been amended, modified, revoked or rescinded as of the date of such certificate), (ii) the incumbency and signature of the officers (or other equivalent partners, managers or members of each Joining Borrower authorized to execute this Joinder and the Amendment Documents, (iii) copies of the Organizational Documents of each Joining Borrower as in effect on such date, complete with all amendments thereto, and (iv) the good standing (or equivalent status) of each Joining Borrower in its jurisdiction of organization, as evidenced by a good standing certificate (or the equivalent thereof issued by any applicable jurisdiction) dated not more than thirty (30) days prior to the date hereof, issued by the Secretary of State or other appropriate official of such jurisdiction;
- (4) Receipt by Agent of a certificate of the Secretary or Assistant Secretary (or other equivalent officer, partner, member or manager) of IBEX in form and substance reasonably satisfactory to Agent dated as of the date hereof which shall certify (i) copies of resolutions in form and substance reasonably satisfactory to Agent, of the board of directors (or other equivalent governing body, member, or manager) of IBEX authorizing the execution, delivery and performance by IBEX of this Amendment and all Amendment Documents (ii) the incumbency and signature of the officers (or other equivalent partners, managers or members of IBEX authorized to execute this Joinder and the Amendment Documents, and (iii) confirmation of no changes to the Organizational Documents of IBEX;
- (5) Receipt by Agent of updated insurance certificates and updated insurers' endorsements with respect to the property/casualty and liability insurance policies of Borrowers reflecting the addition of each Joining Borrower to such insurance policies.

Section 2 Amendments to Loan Agreement. On the Effective Date (as defined below):

(a) New Definitions. The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"7 Degrees" shall mean **7 DEGREES LLC**, a Delaware limited liability company.

"DGS" shall mean **DIGITAL GLOBE SERVICES, LLC**, a Delaware limited liability company and the successor by

conversion to Digital Globe Services Inc., a Delaware corporation.

“TelSatOnline” shall mean **TELSATONLINE, LLC**, a Delaware limited liability company and the successor by conversion to TelSatOnline Inc., a Delaware corporation.

(b) **Definitions.** The following defined terms contained in Section 1.2 of the Loan Agreement shall be amended and restated in their entirety as follows:

“**EBITDA**” shall mean for any period with respect to Borrowers on a Consolidated Basis, the sum of (a) net income (or loss) for such period (excluding extraordinary gains and losses), plus (b) all interest expense for such period, plus (c) all charges against income for such period for (1) federal, state and local taxes, (2) expenses on account of the Royalty Agreements and (3) subcontractor expenses due and payable for such period (whether paid in cash by Borrowers during such period or accrued by Borrowers during such period, but subject to the limitations of Section 7.18(b) hereof) by any Borrower to Ibex Global Bermuda Limited in excess of five percent (5%) of Ibex Global Bermuda Limited’s cost to provide such subcontractor services to any Borrower for such period, to the extent deducted in determining net income, plus (d) depreciation expenses for such period, plus (e) amortization expenses for such period, plus (f) one-time non-recurring expenses or charges incurred in connection with the Closing (which shall include without limitation all such expenses or charges due to Lenders and to CapitalSource Bank in connection with the Closing), to the extent paid within ninety (90) days of the Closing Date plus (g) one-time non-recurring expenses or charges in an amount not to exceed \$100,000 incurred in connection with financing sought but not ultimately obtained from Fifth Third Bank, to the extent paid in cash within ninety (90) days of the Closing Date, plus (h) non-cash expenses related to any Borrower’s share based payments, plus (i) losses from any sale of fixed assets, plus (j) one-time non-recurring expenses or charges in an amount not to exceed \$4,000,000 in the aggregate paid in connection with the 2019 Settlement, minus (k) gains from any sale of fixed assets.

Notwithstanding anything to the contrary provided in the foregoing or otherwise in this Agreement, (x) EBITDA of the Borrowers for each fiscal measurement period including any of the fiscal quarters set forth below shall include the amount set forth opposite such fiscal quarter below representing the EBITDA for such period of DGS, 7 Degrees, and TelSatOnline as agreed-upon by the parties hereto:

Fiscal Quarter:	Agreed-Upon EBITDA Amount
September 30, 2019	\$2,800,000
December 31, 2019	\$2,400,000
March 31, 2020	\$2,000,000
June 30, 2020	\$2,800,000
September 30, 2020	\$4,500,000
December 31, 2020	\$3,400,000

and (y) EBITDA of the Borrowers for each fiscal measurement period including the fiscal quarter ending March 31, 2021 shall include an amount to be reasonably agreed-upon by Borrowers and Agent representing the EBITDA of DGS, 7 Degrees, and TelSatOnline for the period from January 1, 2021 through February 28, 2021.”

“ “Fixed Charge Coverage Ratio” shall mean, with respect to any fiscal period, the ratio of (a) EBITDA, minus Unfunded Capital Expenditures made by any Borrower during such period, minus distributions (including tax distributions but excluding (i) Permitted Holdings Distributions of \$11,500,000 paid through June 30, 2016 and (ii) solely to the extent funded by the proceeds of Term Loan C, and upon Agent’s receipt of satisfactory evidence, in its Permitted Discretion, that such proceeds have been expended on Capital Expenditures, Permitted Holdings Capital Expenditure Distributions), dividends and cash Royalty Payments made by any Borrower during such period, minus cash taxes paid by any Borrower during such period, minus the aggregate amount of all cash payments made by any Borrower during such fiscal period representing obligations of Borrowers owing to Ibex Global Bermuda Limited (for any applicable period) for subcontractor expenses in excess of the sum of Ibex Global Bermuda Limited’s cost of providing such subcontractor services (for the same applicable period) to any Borrower plus five percent (5.00%) (including, for the avoidance of doubt, any cash payments made during the fiscal period for which the Fixed Charge Coverage Ratio is being measured in respect of amounts accrued by Borrowers in a prior fiscal measurement period in respect of any such obligations

otherwise due from Borrowers to Ibex Global Bermuda Limited during such prior period) to (b) all Debt Payments made by any Borrower during such period.”

“Special Reserve” shall mean, from and after March 1, 2021, an amount equal to zero (\$0).”

(c) **Subcontractor Expenses.** Section 7.18 of the Loan Agreement shall be amended and restated in its entirety as follows:

“7.18 Foreign Subsidiary Subcontractor Expenses.

- (a) Increase the transfer pricing percentage payable by any Borrower to any Foreign Subcontractor from the percentages in effect on the Twelfth Amendment Date, unless Borrower shall have notified Agent in writing within at least fifteen (15) days of Borrower having notice or knowledge of such increase. The Borrower shall also provide Agent, within at least thirty (30) days of the earlier of (x) Borrower providing Agent notice of such increase or (y) the required notification date of such increase referenced above, with financial projections for the twelve (12) month period following the date of such increase. Borrower acknowledges and agrees that if such projections fail to evidence, to Agent’s satisfaction, that after giving effect to such increase, Borrower will be in compliance with the covenant in Section 6.5 (whether or not such covenant is required to be tested at such time under the Agreement) during such twelve (12) month period, an immediate Event of Default shall be deemed to exist under this Agreement.
- (b) Make cash payments to Ibex Global Bermuda Limited for subcontractor expenses due and payable in an amount for any fiscal year in excess of the sum of Ibex Global Bermuda Limited’s cost of providing such subcontractor services to any Borrower during any fiscal year plus five percent (5.00%), but in each case only so long as and to the extent that: (i) no Default or Event of Default shall exist, (ii) no Springing Covenant Event shall exist, and (iii) Borrowers shall have caused to be maintained as of the end of the most recent fiscal quarter for which Borrowers shall have been required to deliver financial statements to Agent pursuant to Section 9.7 or 9.8, as applicable, a Fixed Charge Coverage Ratio, calculated on a pro forma basis as if such payment was made during such period, of not less than 1.10 to 1.00, measured on a rolling four (4) quarter basis; provided that, without contradicting or limiting the foregoing, under no circumstances may the entire amount of all payments to Ibex Global Bermuda Limited for subcontractor expenses for

which Borrowers may become liable (regardless of whether such amounts are paid by Borrowers as and when initially due and payable or accrued by Borrowers when initially due and payable) exceed the sum of Ibex Global Bermuda Limited's cost of providing such subcontractor services to any Borrower during any fiscal year plus eight percent (8.00%).”

Section 3 Representations, Warranties and Covenants of Borrowers

Each Borrower (including each Joining Borrower) hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) after giving effect to Section 1 hereof, no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment, that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment on its behalf was similarly authorized and empowered, and that this Amendment does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 4 Amendment Fee.

As consideration of the agreements of Agent and Lenders provided for herein, Borrowers shall pay to Agent, for the ratable benefit of the Lenders, an amendment fee of \$50,000 (the “14th Amendment Fee”), which such fee shall be fully-earned and non-refundable (under any circumstances) and due and payable in full immediately upon the execution and delivery of this Amendment by the parties hereto (this 14th Amendment Fee shall replace and supersede any remaining portion of the “Total Amendment Fee” owing under Section 3 of the Twelfth

Amendment that was not paid on the "Effective Date" (as defined therein) of the Twelfth Amendment, and upon payment by Borrowers of this 14th Amendment Fee, no further amount shall be due, owing, or payable under such Section 3 of the Twelfth Amendment).

Section 5 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

- (a) Agent shall have received this Amendment fully executed by IBEX and the Joining Borrowers;
- (b) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement;
- (c) Execution and delivery by all Borrowers (including the Joining Borrowers) of Fourth Amended and Restated Revolving Credit Note (and, for the avoidance of doubt, the parties hereto acknowledge that all Term Loans and all Equipment Loans funded prior to the date hereof have been paid in full prior to the date hereof); and
- (d) Receipt by Agent of UCC and other Lien searches acceptable to Agent in its discretion with respect to each Joining Borrower as necessary to confirm to the satisfaction of Agent that there are no Liens on any of the assets and Equity Interests of any Joining Borrower other than Permitted Liens.
- (e) Payment by Borrowers of (x) the 14th Amendment Fee, and (y) all fees, costs and expenses (including without limitation any and all legal fees and expenses) incurred by Agent in the negotiation, preparation and execution of this Amendment (all collectively under clauses (x) and (y) the "Amendment Fees and Costs"). Borrowers hereby authorize Agent to charge Borrowers' Account with the amount of all Amendment Fees and Costs in satisfaction thereof, and requests that Lenders make one or more Revolving Advance(s) consisting of Domestic Rate Loan(s) on or after the date hereof in an aggregate amount equal to the total amount of all such Amendment Fees and Costs, and that Agent disburse the proceeds of such Revolving Advance(s) in satisfaction thereof.

Section 6 Further Assurances

- (a) Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.
- (b) Without limiting the generality of the foregoing paragraph (a), Borrowers hereby covenant and agree that, no later than May 1, 2021, each Joining Borrower shall have established and transitioned all of its primary cash management services and cash management accounts, including all of its deposit accounts used for collections, remittances, and payments with respect to its Receivable, to Agent and shall thereafter maintain such cash management services and cash management accounts with Agent.

Section 7 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 8 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 9 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. This Amendment and each Other Document (unless and except to the extent expressly provided otherwise in any such Other Document), and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against any Borrower with respect to any of the Obligations, this Amendment, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Amendment, each Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Amendment. Each Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Borrowing Agent at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at Agent's option, by service upon Borrowing Agent which each Borrower irrevocably appoints as such Borrower's Agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against any Borrower in the courts of any other jurisdiction. Each Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Borrower waives the right to remove any judicial proceeding brought against such Borrower in any state court to any federal court. Any judicial proceeding by any Borrower against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Amendment or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

(e) Counterparts; Facsimile Signatures. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

(f) Confirmation and Release. Each Borrower hereby acknowledges and confirms that all Obligations (whether representing outstanding principal, accrued and unpaid interest, accrued and unpaid fees or any other Obligations of any kind or nature) currently owing by Borrowers under the Loan Agreement and the Other Documents, as reflected in the books and records of Agent and Lenders as of the date hereof, are unconditionally owing from and payable by Borrowers, and Borrowers are jointly and severally indebted to Agent, Issuer, Lenders and the other Secured Parties with respect thereto, all without any set-off, deduction, counterclaim or defense. Each Borrower acknowledges and agrees that it has no actual or potential claim or cause of action against Agent, Issuer or any Lender or other Secured Party relating to the Loan Agreement or any Other Document and/or the Obligations arising thereunder or related thereto, in any such case arising on or before the date hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

**IBEX GLOBAL SOLUTIONS INC. f/k/a
TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions**

/s/ Robert Dechant
Name: Robert T. Dechant
Title: Chief Executive Officer

**DIGITAL GLOBE SERVICES, LLC
f/k/a DIGITAL GLOBE SERVICES INC.**

: _____
/s/ Jeffrey Cox
Name: Jeffrey Cox
Title: President

**TELSATONLINE, LLC
f/k/a TELSATONLINE INC.**

/s/ Jeffrey Cox
Name: Jeffrey Cox
Title: President

7 DEGREES LLC

/s/ Christy O'Connor
Name: Christy O'Connor
Title: Secretary

[SIGNATURE PAGE TO FOURTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION

as Lender and as Agent

/s/ Jacqueline MacKenzie

Name: Jacqueline MacKenzie

Title: Senior Vice President

[SIGNATURE PAGE TO FOURTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

**FIFTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT**

This Fifteenth Amendment to Revolving Credit and Security Agreement (this “Amendment”) is made as of this 30th day of September, 2021, effective as of July 31, 2021, by and among **IBEX GLOBAL SOLUTIONS, INC., formerly known as TRG CUSTOMER SOLUTIONS, INC. d/b/a IBEX Global Solutions**, a Delaware corporation (“IBEX”), **DIGITAL GLOBE SERVICES, LLC**, a Delaware limited liability company (“DGS”), **TELSATONLINE, LLC**, a Delaware limited liability company (“TelSatOnline”), and **7 DEGREES, LLC**, a Delaware limited liability company (“7 Degrees”), and together with IBEX, DGS and TelSatOnline, the “Existing Borrowers”), **iSKY, LLC**, a Delaware limited liability company and the successor by conversion to iSky, Inc., a Delaware corporation (“Joining Borrower”) and together with the Existing Borrowers and with any other Person joined to the Loan Agreement hereafter from time to time as a borrower, collectively the “Borrowers”), the financial institutions which are now or which hereafter become party to the Loan Agreement as lenders (collectively, the “Lenders”), and **PNC BANK, NATIONAL ASSOCIATION** (“PNC”), as agent for Lenders (PNC, in such capacity, the “Agent”) and as a Lender.

BACKGROUND

A. On November 8, 2013, Borrowers, Lenders and PNC as a Lender and as Agent entered into that certain Revolving Credit and Security Agreement (as same has been or may be amended, restated, modified, renewed, extended, replaced or substituted from time to time, the “Loan Agreement”) to reflect certain financing arrangements between the parties thereto. All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Borrowers have informed Agent and Lenders that (I) the Equity Interests of ISKY have been contributed to Holdings by its corporate parent, with subsequent contribution of the Equity Interests by Holdings to IBEX, resulting in ISKY as a wholly-owned subsidiary of IBEX effective July 30, 2021, (II) the outstanding ISKY balance in the amount of \$618,141.00 due to IBEX Limited, a Bermuda entity (“Limited”) shall be assigned to DGS, (III) the outstanding ISKY loan in the amount of \$8,898,486 payable to Limited shall be assigned to DGS, (IV) the outstanding DGS Limited, a Bermuda entity (“DGS Limited”) loan in the amount of \$7,400,000 payable to DGS shall be assigned to Limited, (V) the outstanding DGS Limited balance in the amount of \$1,647,094 due to DGS shall be assigned to Limited, (VI) the outstanding DGS Limited balance in the amount of \$21,575 due to TelSatOnline shall be assigned to Limited, (VII) the outstanding 7 Degrees balance in the amount of \$226,530 due to DGS Limited shall be assigned to Limited, and (VIII) the outstanding ISKY balance in the amount of \$2,495,296 due to IBEX Global Bermuda Ltd. shall be assigned to Limited. The intercompany transactions stated in subsections (II) through (VIII) are more fully described in Exhibit A (Intercompany Assignments).

C. Borrowers have requested that Agent and Lenders (i) consent to the Intercompany notes as stated in Section B and (ii) modify certain definitions, terms and conditions in the Loan Agreement, and Agent and Lenders are willing to do so on the terms and conditions hereafter set forth.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

Section 1 **Consent**

(a) In reliance upon the documentation and information provided to Agent in connection with the transactions contemplated herein, and notwithstanding anything to the contrary contained in the Loan Agreement, upon the effectiveness of this Amendment, Agent and Lenders hereby consent to items (I) through (VIII) in Section B above. To the extent, if any, that either (x) the contribution to Holdings by its corporate parent and subsequent contribution by Holdings to IBEX of the Equity Interests of ISKY and/or (y) the conversion, following such contributions of ISKY from a Delaware corporation to a Delaware limited liability company either has violated and/or would violate any provision of the Loan Agreement or any Other Document, Agent and Lenders hereby consent to such transactions and waive any Default or Event of Default, if any, that may have occurred directly and solely as a result thereof on or prior to the date hereof.

(b) This consent shall be effective only as to the items set forth in the preceding paragraph. This consent shall not be deemed to constitute a consent to the breach by Borrowers of any covenants or agreements contained in the Loan Agreement or any Other Document with respect to any other transaction or matter. Borrowers agree that the consent set forth in the preceding paragraph (a) shall be limited to the precise meaning of the words as written therein and shall not be deemed (i) to be a consent to, or any waiver or modification of, any other term or condition of the Loan Agreement or any Other Document, or (ii) to prejudice any right or remedy that Agent or Lenders may now have or may in the future have under or in connection with the Loan Agreement of any Other Document, other than with respect to the matters for which the consent in the preceding paragraph (a) has been provided. Other than as described in this Amendment, the consent described in the preceding paragraph (a) shall not alter, affect, release or prejudice in any way any Obligations under the Loan Agreement or Other Documents. This consent shall not be construed as establishing a course of conduct on the part of Agent or Lenders upon which the Borrowers may rely at any time in the future. Borrowers expressly waive any right to assert any claim to such effect at any time.

Section 2 **Joinder.**

(a) (i) Joining Borrower hereby joins in as, assumes the duties, obligations, indebtedness, liabilities, covenants and undertakings of, adopts the role and rights of, and adopts and agrees to be bound by the duties, obligations, indebtedness, liabilities, covenants and undertakings of, and become a Borrower under the Loan Agreement and the Other Documents, (ii) all references to any "Borrower" or the "Borrowers" contained in the Loan Agreement and the Other Documents are hereby deemed for all purposes to also refer to and include the Joining Borrower as a Borrower or a Borrower, as the case may be, in each case under the foregoing clause (i) and (ii) as if the Joining Borrower was an original signatory to the Loan Agreement and the Other Documents in such capacity, and the Loan Agreement and the Other Documents are hereby deemed amended, as appropriate, to so provide. Without limiting the generality of the provisions of this paragraph, Joining Borrower hereby agrees (x) that it is, and will be, jointly and severally liable as a Borrower for all Revolving Advances, Letters of Credit, Equipment Loans, Term Loans, and other Obligations (including all reimbursement obligations with respect to Letters of Credit) incurred prior to the date hereby by those Persons party to the Loan Agreement as Borrowers from

time to time prior to the date hereof, (y) that it will be liable, on a joint and several basis, along with all other Borrowers, for all future Obligations, including, without limitation, all future Revolving Advances, Letters of Credit, Equipment Loans, Term Loans, and other Obligations (including all reimbursement obligations with respect to Letters of Credit) and other liabilities and obligations incurred at any time by any one or more Borrowers under the Loan Agreement and the Other Documents, and (z) it hereby becomes bound by the provisions of Article XV of the Loan Agreement (including without limitation the provisions thereof regarding appointment of IBEX as Borrowing Agent for each Borrower, regarding the joint and several liability of the Borrowers and regarding the waiver by each Borrower of suretyship and similar defenses) and Article XII of the Loan Agreement (including without limitation the provisions thereof regarding certain waivers by Borrowers including waivers of rights to trial by jury).

(b) Without limiting the foregoing paragraph (a), to secure the prompt payment and performance to Agent, Issuer and each Lender (and each other holder of any Obligations) of the Obligations, Joining Borrower hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of each Lender, Issuer and each other Secured Party, a continuing security interest in and Lien on all of its Collateral, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, specifically including, to the extent such collateral assignment, pledge and grant is not prohibited under the Organizational Documents of any Subsidiary of Joining Borrower, pursuant to a legal and enforceable restriction or prohibition on assignment or pledge that is not rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the Uniform Commercial Code.

(c) Without limiting the foregoing paragraph (a), Joining Borrower hereby reaffirms all of the covenants applicable to any Borrower contained in the Loan Agreement and the Other Documents, in each case as amended by this Amendment, and covenants to abide thereby (a) for so long as the Loan Agreement is in effect and (b) until the Revolving Commitments have terminated and the Obligations and all other amounts owing to Agent or any Lender thereunder are paid in full in cash (other than contingent indemnification obligations).

(d) Joining Borrower hereby represents and warrants that (i) it has full power, authority and legal right to enter into this Amendment and to perform all its respective Obligations hereunder and under the Loan Agreement and the Other Documents, and has taken all necessary corporate action to authorize the execution, delivery and performance by it of this Joinder and all Other Documents executed in in connection herewith, and this Joinder and all Other Documents executed in in connection therewith have been duly executed and delivered on its behalf, (ii) this Joinder and each Other Document executed in connection herewith constitutes the legal, valid and binding obligation of the Joining Borrower, enforceable against the Joining Borrower in accordance with its terms, except as enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally, and (iii) the execution and delivery by it of this Amendment and performance by it of this Joinder and the Loan Agreement and the Other Documents (a) are within its company powers, are not in contravention of law or the terms of its Organizational Documents or to the conduct of its business or of any Material Contract or undertaking to which it is a party or by which it is bound, (b) will not conflict with or violate any law or regulation, or any judgment, order or decree of any Governmental Body, (c) do not and will not require the Consent of any Governmental Body, any party to a Material Contract or any other Person, and (d) will not conflict with, nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances

upon any asset of the Joining Borrower under the provisions of any agreement, instrument, or other document to which the Joining Borrower is a party or by which it or its property is a party or by which it may be bound.

(e) The Schedules to the Loan Agreement shall be amended and restated by the Amended and Restated Schedules attached to this Amendment as Annex A hereto.

(f) Notwithstanding anything to the contrary provided for herein or in the Loan Agreement or Other Documents, no assets of the Joining Borrower shall constitute Eligible Receivables or otherwise be included in the formula amount unless and until the first day upon which all of the following conditions (the "Joining Borrower BB Conditions") shall have been satisfied; provided further that, without limiting the generality of the foregoing, it shall be an Event of Default under the Loan Agreement if any of the Joining Borrowing BB Conditions (other than condition #2 set forth below) is not satisfied by the close of business on November 8, 2021 (as any such deadline may be extended in any case or from time to time by Agent in its sole and absolute discretion)

- (1) Delivery to Agent of Amended and Restated Schedules to the Loan Agreement to be attached hereto as Annex A, which such Amended and Restated Schedules shall be acceptable to Agent in its reasonable discretion both as to form and format and also as to the matters disclosed thereon (and at a minimum shall not disclose any information regarding the Joining Borrower or its businesses or their financial condition that is materially and adversely different from the disclosures and information regarding the Joining Borrower, its businesses, and its financial condition previously provided by IBEX to Agent regarding the Joining Borrower);
 - (2) The filings by Agent (as secured party) of UCC-1 financing statements against the Joining Borrower (as debtor) in its jurisdiction of organization covering the Collateral of the Joining Borrower (and Agent shall endeavor to make such filings as soon as reasonably possible following the Effective Date);
 - (3) Receipt by Agent of a certificate of the Secretary or Assistant Secretary (or other equivalent officer, partner, member or manager) of the Loan Parties in form and substance reasonably satisfactory to Agent dated as of the date hereof which shall certify (i) copies of resolutions in form and substance reasonably satisfactory to Agent, of the board of directors (or other equivalent governing body, member, or manager) of each Borrower authorizing (x) the execution, delivery and performance of this Amendment and all other agreements, instruments or other documents required hereby (collectively, the "Amendment Documents"), and (y) the granting by the Joining Borrower of the security interests in and liens upon its Collateral to secure all of the Obligations (and such certificate shall state that such resolutions have not been amended, modified, revoked or rescinded as of the date of such certificate), (ii) the incumbency and signature of the officers (or other equivalent partners, managers or members of each Borrower authorized to execute this Joinder and the Amendment Documents, (iii) copies of the Organizational Documents of each Borrower as in effect on such date, complete with all amendments thereto, and (iv) the good standing (or equivalent status) of each Borrower in its jurisdiction of organization, as evidenced by a good standing
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certificate (or the equivalent thereof issued by any applicable jurisdiction) dated not more than thirty (30) days prior to the date hereof, issued by the Secretary of State or other appropriate official of such jurisdiction;

- (4) Receipt by Agent of updated insurance certificates and updated insurers' endorsements with respect to the property/casualty and liability insurance policies of the Existing Borrowers reflecting the addition of the Joining Borrower to such insurance policies.

Section 3 **Amendments to Loan Agreement.** On the Effective Date (as defined below):

(a) **New Definitions.** The following defined terms shall be added to Section 1.2 of the Loan Agreement in the proper alphabetical order:

"Fifteenth Amendment" shall mean that certain Fifteenth Amendment to Revolving Credit and Security Agreement, dated as of the Fifteenth Amendment Date, by and among Borrowers, Lenders and Agent.

"Fifteenth Amendment Date" shall mean September 30, 2021, effective as of July 31, 2021.

"ISKY" shall mean ISKY, LLC, a Delaware limited liability company and the successor by conversion to iSky, Inc., a Delaware corporation.

(b) **Libor Notification.** A new Section 1.5 "LIBOR Notification" is hereby added to the Loan Agreement as follows:

1.5 **Libor Notification.** Section 3.12 "Successor Libor Rate Index" of this Agreement provides a mechanism for determining an alternative rate of interest in the event that the London interbank offered rate is no longer available or in certain other circumstances. The Agent does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "LIBOR Rate" or with respect to any alternative or successor rate thereto, or replacement rate therefor.

(c) **Successor Libor Rate Index.** A new Section 3.12 "Successor Libor Rate Index" is hereby added to the Loan Agreement as follows:

3.12 **Successor Libor Rate Index.**

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in the Other Documents, if the Agent determines that a Benchmark Transition Event or an Early Opt-in Event has occurred, the Agent and the Borrower may amend this Agreement to replace the LIBOR Rate with a Benchmark Replacement; and any

such amendment will become effective at 5:00 p.m. New York City time on the fifth (5th) Business Day after the Agent has provided such proposed amendment to all Lenders, so long as the Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. Until the Benchmark Replacement is effective, each advance, conversion and renewal of a LIBOR Rate Loan will continue to bear interest with reference to the LIBOR Rate; provided, however, during a Benchmark Unavailability Period (i) any pending selection of, conversion to or renewal of a LIBOR Rate Loan that has not yet gone into effect shall be deemed to be a selection of, conversion to or renewal of a Domestic Rate Loan, (ii) all outstanding LIBOR Rate Loans shall automatically be converted to Domestic Rate Loans at the expiration of the existing Interest Period (or sooner, if Agent cannot continue to lawfully maintain such affected LIBOR Rate Loan) and (iii) the component of the Alternate Base Rate based upon the LIBOR Rate will not be used in any determination of the Alternate Base Rate.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, the Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in the Other Documents, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(c) Notices; Standards for Decisions and Determinations. The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) the effectiveness of any Benchmark Replacement Conforming Changes and (iii) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or Lenders pursuant to this Section 3.12 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.12.

(d) Certain Defined Terms. As used in this Section 3.12:

“Benchmark Replacement” means the sum of: (a) the alternate benchmark rate that has been selected by the Agent and the

Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the LIBOR Rate for U.S. dollar-denominated credit facilities and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the LIBOR Rate with an alternate benchmark rate for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrower (a) giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the LIBOR Rate with the applicable Benchmark Replacement (excluding such spread adjustment) by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for such replacement of the LIBOR Rate for U.S. dollar denominated credit facilities at such time and (b) which may also reflect adjustments to account for (i) the effects of the transition from the LIBOR Rate to the Benchmark Replacement and (ii) yield- or risk-based differences between the LIBOR Rate and the Benchmark Replacement.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest and other administrative matters) that the Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement).

“Benchmark Replacement Date” means the earlier to occur of the

following events with respect to the LIBOR Rate:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the LIBOR Rate permanently or indefinitely ceases to provide the LIBOR Rate; or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date of the public statement or publication of information referenced therein.

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the LIBOR Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the LIBOR Rate announcing that such administrator has ceased or will cease to provide the LIBOR Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBOR Rate;

(2) a public statement or publication of information by a Governmental Body having jurisdiction over the Agent, the regulatory supervisor for the administrator of the LIBOR Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the LIBOR Rate, a resolution authority with jurisdiction over the administrator for the LIBOR Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the LIBOR Rate, which states that the administrator of the LIBOR Rate has ceased or will cease to provide the LIBOR Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the LIBOR Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the LIBOR Rate or a Governmental Body having jurisdiction over the Agent announcing that the LIBOR Rate is no longer representative.

“Benchmark Unavailability Period” means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the LIBOR Rate and solely to the extent that the LIBOR Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no

Benchmark Replacement has replaced the LIBOR Rate for all purposes hereunder in accordance with Section 3.12 and (y) ending at the time that a Benchmark Replacement has replaced the LIBOR Rate for all purposes hereunder pursuant to Section 3.12.

“Early Opt-in Event” means a determination by the Agent that U.S. dollar denominated credit facilities being executed at such time, or that include language similar to that contained in this Section 3.12, are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the LIBOR Rate.

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

Section 4 Representations, Warranties and Covenants of Borrowers

Each Borrower (including the Joining Borrower) hereby represents and warrants to and covenants with the Agent and the Lenders that:

(a) such Borrower reaffirms all representations and warranties made to Agent and Lenders under the Loan Agreement and all of the Other Documents (as described and defined in the Loan Agreement) and confirms that after giving effect to this Amendment all are true and correct in all material respects as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific date, in which case such representations and warranties were true and correct in all material respects on and as of such other specific date);

(b) such Borrower reaffirms all of the covenants contained in the Loan Agreement (as amended hereby) (including without limitation, all covenants to pay fees, costs and expenses contained therein), covenants to abide thereby until all Advances, Obligations and other liabilities of Borrowers to Agent and Lenders under the Loan Agreement of whatever nature and whenever incurred, are satisfied and/or released by Agent and Lenders (other than contingent indemnification obligations which survive termination of the Loan Agreement);

(c) after giving effect to Section 1 hereof, no Default or Event of Default has occurred and is continuing under the Loan Agreement or the Other Documents (as described and defined in the Loan Agreement);

(d) such Borrower has the authority and legal right to execute, deliver and carry out the terms of this Amendment, that such actions were duly authorized by all necessary limited liability company or corporate action, as applicable, and that the officer executing this Amendment on its behalf was similarly authorized and empowered, and that this Amendment does not contravene any provisions of its certificate of incorporation or formation, operating agreement, bylaws, or other formation documents, as applicable, or of any material contract or agreement to which it is a party or by which any of its properties are bound; and

(e) this Amendment and all assignments, instruments, documents, and agreements executed and delivered in connection herewith, are valid, binding and enforceable in accordance with their respective terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally.

Section 5 Amendment Fee.

As consideration of the agreements of Agent and Lenders provided for herein, Borrowers shall pay to Agent, for the ratable benefit of the Lenders, an amendment fee of \$20,000 (the "15th Amendment Fee"), which such fee shall be fully-earned and non-refundable (under any circumstances) and due and payable in full immediately upon the execution and delivery of this Amendment by the parties hereto.

Section 6 Conditions Precedent/Effectiveness Conditions

This Amendment shall be effective upon the date of satisfaction of all of the following conditions precedent (the "Effective Date"):

- (a) Agent shall have received this Amendment fully executed by the Existing Borrowers and the Joining Borrower;
- (b) No Default or Event of Default shall have occurred and be continuing under the Loan Agreement;
- (c) Execution and delivery by all Borrowers (including the Joining Borrower) of Fifth Amended and Restated Revolving Credit Note; and
- (d) Receipt by Agent of UCC and other Lien searches acceptable to Agent in its discretion with respect to the Joining Borrower as necessary to confirm to the satisfaction of Agent that there are no Liens on any of the assets and Equity Interests of the Joining Borrower other than Permitted Liens.

(e) Payment by Borrowers of (x) the 15th Amendment Fee, and (y) all fees, costs and expenses (including without limitation any and all legal fees and expenses) incurred by Agent in the negotiation, preparation and execution of this Amendment (all collectively under clauses (x) and (y) the "Amendment Fees and Costs"). Borrowers hereby authorize Agent to charge Borrowers' Account with the amount of all Amendment Fees and Costs in satisfaction thereof, and requests that Lenders make one or more Revolving Advance(s) consisting of Domestic Rate Loan(s) on or after the date hereof in an aggregate amount equal to the total amount of all such Amendment Fees and Costs, and that Agent disburse the proceeds of such Revolving Advance(s) in satisfaction thereof.

Section 7 Further Assurances

- (a) Each Borrower hereby agrees to take all such actions and to execute and/or deliver to Agent and Lenders all such documents, assignments, financing statements and other documents, as Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.
 - (b) Without limiting the generality of the foregoing paragraph (a), Borrowers hereby covenant and agree that, no later than November 30, 2021, the Joining Borrower shall have established and transitioned all of its primary cash management services and cash management
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accounts, including all of its deposit accounts used for collections, remittances, and payments with respect to its Receivable, to Agent and shall thereafter maintain such cash management services and cash management accounts with Agent.

Section 8 Payment of Expenses

Borrowers shall pay or reimburse Agent and Lenders for their reasonable fees of external counsel and other expenses in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto.

Section 9 Reaffirmation of Loan Agreement

Except as modified by the terms hereof, all of the terms and conditions of the Loan Agreement, as amended, are hereby reaffirmed and shall continue in full force and effect as therein written.

Section 10 Miscellaneous

(a) Third Party Rights. No rights are intended to be created hereunder for the benefit of any third party donee, creditor, or incidental beneficiary.

(b) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(c) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(d) Governing Law. This Amendment and each Other Document (unless and except to the extent expressly provided otherwise in any such Other Document), and all matters relating hereto or thereto or arising herefrom or therefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against any Borrower with respect to any of the Obligations, this Amendment, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Amendment, each Borrower accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Amendment. Each Borrower hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Borrowing Agent at its address set forth in Section 16.6 of the Loan Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at Agent's option, by service upon Borrowing Agent which each Borrower irrevocably appoints as such Borrower's Agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against any Borrower in the courts of any other jurisdiction. Each Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Borrower waives the right to remove any judicial proceeding brought against such Borrower in any state court to any federal court. Any judicial proceeding by any Borrower

against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Amendment or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

(e) Counterparts; Facsimile Signatures. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto.

(f) Confirmation and Release. Each Borrower hereby acknowledges and confirms that all Obligations (whether representing outstanding principal, accrued and unpaid interest, accrued and unpaid fees or any other Obligations of any kind or nature) currently owing by Borrowers under the Loan Agreement and the Other Documents, as reflected in the books and records of Agent and Lenders as of the date hereof, are unconditionally owing from and payable by Borrowers, and Borrowers are jointly and severally indebted to Agent, Issuer, Lenders and the other Secured Parties with respect thereto, all without any set-off, deduction, counterclaim or defense. Each Borrower acknowledges and agrees that it has no actual or potential claim or cause of action against Agent, Issuer or any Lender or other Secured Party relating to the Loan Agreement or any Other Document and/or the Obligations arising thereunder or related thereto, in any such case arising on or before the date hereof.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

BORROWERS:

**IBEX GLOBAL SOLUTIONS, INC. f/k/a
TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX Global Solutions**

By: /s/ Robert T. Dechant
Robert T. Dechant
Chief Executive Officer

**DIGITAL GLOBE SERVICES, LLC
f/k/a DIGITAL GLOBE SERVICES INC.**

By: /s/ Jeffrey Cox
Jeffrey Cox
President

**TELSATONLINE, LLC
f/k/a TELSATONLINE INC.**

By: /s/ Jeffrey Cox
Jeffrey Cox
President

7 DEGREES, LLC

By: /s/ Christy O'Connor
Christy O'Connor
Secretary

**iSKY, LLC
f/k/a iSKY, INC.**

By: /s/ Jeffrey Cox
Jeffrey Cox
President

[SIGNATURE PAGE TO FIFTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

PNC BANK, NATIONAL ASSOCIATION

as Lender and as Agent

By: /s/ Jacqueline MacKenzie
Jacqueline MacKenzie
Senior Vice President

[SIGNATURE PAGE TO FIFTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

Exhibit A
(Intercompany Assignments)

Purpose					
Request to approve the following assignments of intercompany balances for accounting (adjustment of intercompany balances) and tax purposes.					
Assignment 1					
Iky has intercompany payable balance of \$2.5m to ISEK Global Bermuda Limited as of July 2021. We are assigning the \$2.5m to ISEK Limited					
Iky Inc.		US\$	DGS LLC		US\$
Amount due to ISEK Global Bermuda Limited	Debit	2,495,296	Amount due from ISEK Inc. - current	Debit	2,495,296
Amount due to DGS LLC - current	Credit	2,495,296	Amount due from ISEK Limited - current	Credit	2,495,296
Assignment 2					
Iky has intercompany payable balance of 779k and loan payable of \$8.9m to ISEK Limited (the total payable of \$9.5m). We are assigning 8 to DGS LLC					
Iky Inc.		US\$	DGS LLC		US\$
Amount due to ISEK Limited - Non current	Debit	8,798,498	Amount due from Iky - Non current	Debit	8,798,498
Amount due to DGS LLC - Non current	Credit	8,798,498	Amount due to ISEK Limited - Non current	Credit	8,798,498
Loan payable by Iky to ISEK Limited is replaced with loan payable by Iky and DGS LLC					
Amount due to ISEK Limited - current	Debit	100,000	Amount due from Iky - current		100,000
Amount due to DGS LLC - current	Credit	100,000	Amount due to ISEK Limited - current		100,000
Loan payable by Iky to ISEK Limited is replaced with loan payable by Iky and DGS LLC					
Amount due to ISEK Limited - current	Debit	818,541	Amount due from Iky - current		818,541
Amount due to DGS LLC - current	Credit	818,541	Amount due to ISEK Limited - current		818,541
Intercompany payable by Iky to ISEK Limited is replaced with intercompany payable by Iky and DGS LLC					
Assignment 3					
DGS LLC has intercompany receivable from DGS Limited of \$1.4 million and loan receivable of \$7.4million. We are assigning the receivable balance to ISEK Limited					
Amount due from ISEK Limited - current	Debit	1,847,094			
Amount due from DGS Limited - current	Credit	1,847,094			
Intercompany receivable by DGS LLC from DGS Limited is replaced with intercompany receivable by DGS LLC from ISEK Limited					
Amount due from ISEK Limited - current	Debit	21,973			
Amount due from DGS Limited - current	Credit	21,973			
Intercompany receivable by Iky from DGS Limited is replaced with intercompany receivable by DGS LLC from ISEK Limited					
Amount due from DGS Limited - current	Debit	226,518			
Amount due from ISEK Limited - current	Credit	226,518			
Intercompany payable by 7-Degrees to DGS Limited is replaced with intercompany payable by 7-Degrees to ISEK Limited					
Amount due from ISEK Limited - Non current	Debit	6,400,000			
Amount due to DGS Limited - Non current	Credit	6,400,000			
Loan payable by DGS Limited to DGS LLC is replaced with loan payable by DGS Limited and ISEK Limited					
Amount due from ISEK Limited - Non current	Debit	1,000,000			
Amount due to DGS Limited - Non current	Credit	1,000,000			
Loan payable by DGS Limited to DGS LLC is replaced with loan payable by DGS Limited and ISEK Limited					

[EXHIBIT A TO FIFTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]

Annex A

Schedules

**[EXHIBIT A TO FIFTEENTH AMENDMENT TO
REVOLVING CREDIT AND SECURITY AGREEMENT]**

AMENDED AND RESTATED COLLATERAL PLEDGE AGREEMENT

This Amended and Restated Collateral Pledge Agreement (this "Agreement") dated as of September 30, 2021, is made by **IBEX GLOBAL SOLUTIONS, INC.**, a Delaware corporation formerly known as TRG Customer Solutions, Inc. ("Pledgor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, as agent for the benefit of Lenders ("Secured Party").

Background

A. To induce Lenders (as defined below) to extend credit to Borrowers (as defined below) pursuant to that certain Revolving Credit and Security Agreement dated as of November 8, 2013, among Pledgor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers" and each a "Borrower"), the financial institutions party thereto as lenders (the "Lenders") and Secured Party, as agent for the benefit of Lenders and as a Lender (as amended, restated, supplemented, or replaced from time to time, most recently by that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of September 30, 2021, the "Credit Agreement"), Pledgor executes and delivers this Agreement to Secured Party. All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement.

B. This Agreement is given and is intended to provide additional security for the Obligations.

C. Pledgor will derive economic benefit from the making of loans and extension of credit to Borrowers under the Credit Agreement.

NOW THEREFORE, for other good and sufficient consideration, the receipt of which is hereby acknowledged, Pledgor, intending to be legally bound hereby, covenants and agrees as follows:

1. To secure the payment and performance of the Obligations, Pledgor does hereby grant to Secured Party and Secured Party's successors and assigns, for the benefit of Lenders, a continuing lien on, and security interest in, the Equity Interests described on Schedule I attached hereto and made a part hereof, together with any additions, exchanges, replacements, and substitutions therefor, dividends and distributions with respect thereto, and the proceeds thereof, including, without limitation, all of the stock and/or membership interests or units listed on Schedule I attached hereto in the corporations and/or limited liability companies listed on such schedule, whether now owned or hereafter acquired by Pledgor or in which Pledgor now or hereafter has any rights, options or warrants, together with any certificates representing such interest and all rights (but none of the obligations) under or arising out of the applicable Organizational Documents of such corporation and/or limited liability company (collectively, the "Pledged Collateral").

2. The pledge and security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been indefeasibly paid and satisfied in full in cash, the Lenders' commitment to make Advances has been terminated and the Credit Agreement has been terminated.

3. Pledgor hereby represents and warrants to and covenants with Secured Party that:

(a) Except as pledged herein, Pledgor has not sold, assigned, transferred, pledged or granted any option or security interest in or otherwise hypothecated the Pledged Collateral in any manner whatsoever and the Pledged Collateral is pledged herewith free and clear of any and all liens, security interests, encumbrances, claims, pledges, restrictions, legends, and options other than Permitted Encumbrances;

(b) Pledgor has the full power and authority to execute, deliver, and perform under this Agreement and to pledge the Pledged Collateral hereunder;

(c) This Agreement constitutes the legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, and the pledge of the Pledged Collateral referred to herein is not in violation of and shall not (i) create any default under any agreement, undertaking or obligation of Pledgor or (ii) conflict with or violate any applicable law, regulation, judgment, order or decree of any Governmental Body binding upon Pledgor;

(d) The Pledged Collateral has been duly and validly authorized and issued by each issuer thereof and such Pledged Collateral is fully paid for and non-assessable;

(e) Pledgor is pledging hereunder all of Pledgor's interest and ownership in the percentage of Equity Interests required pursuant to the Credit Agreement in all of the entities listed on Schedule I attached hereto;

(f) No later than two (2) Business Days of the date first written above, Pledgor shall deliver to Secured Party all certificates representing or evidencing the Pledged Collateral in the corporations and limited liability companies listed on Schedule I hereto, accompanied by duly executed instruments of transfer or assignments in blank, to be held by Secured Party in accordance with the terms hereof, together with a copy of each shareholder, member or operating agreement, as applicable in effect as of the date hereof with respect to the Pledged Collateral;

(g) Pledgor hereby confirms that Secured Party is authorized to file all UCC-1 financing statements that are required under the UCC (as defined below) to perfect any security interest granted hereunder;

(h) There are no restrictions upon the voting rights associated with, or the transfer of, any of the Pledged Collateral, except as provided by applicable federal and state laws, the terms of the Organizational Documents of the respective issuers and the Other Documents;

(i) Pledgor has delivered to each entity listed on Schedule I attached hereto, a Pledge Instruction, substantially in the form of Exhibit A attached hereto, and has caused such entity to register the security interest granted hereunder on its books and records and to deliver to Secured Party an Acknowledgment of Registration Statement, substantially in the form of Exhibit B attached thereto. Notwithstanding the foregoing, any failure of Pledgor to comply with its understanding in this paragraph shall not impair, reduce or affect the validity, enforceability or effectiveness of the pledge described herein; and

(j) with respect to any Pledged Collateral that is issued from an entity that is not a corporation (a "Non-Corporate Issuer"), either (x) such Non-Corporate Issuer has not "opted-in" to Article 8 of the UCC with respect to the Equity Interests issued by it or any other part of the Pledged Collateral by providing in any of its certificate or articles of

organization, partnership agreement, operating agreement, limited liability company agreement or any other entity governance document or any other document governing or evidencing the equity interests issued by it or any other part of the Pledged Collateral that the equity interests issued by it or any other part of the Pledged Collateral shall be “securities” as governed by and defined in Article 8 of the UCC, or (y) such Non-Corporate Issuer has “opted-in” to Article 8 of the UCC, and Pledgor shall deliver to Secured Party all certificates evidencing the Equity Interests issued by such Non-Corporate Issuer, together with an original executed instrument of transfer endorsed in blank, within two (2) Business Days of the date first written above.

4. If an Event of Default occurs and is continuing under the Credit Agreement then Secured Party may, at its sole option, or shall at the direction of Required Lenders, exercise from time to time with respect to the Pledged Collateral any and/or all rights and remedies available to it hereunder, under the Credit Agreement and/or under the Uniform Commercial Code, or otherwise available to Secured Party, at law or in equity, including, without limitation, the right to dispose of the Pledged Collateral at public or private sale(s) or other proceedings, and Pledgor agrees that, if permitted by law, Secured Party or Secured Party’s nominee(s) may become the purchaser at any such sale(s) at any prices and upon such terms as the Secured Party deems advisable, in its discretion. To the extent permitted by applicable law, Pledgor hereby waives all of its rights of redemption from any such sale(s).

5. In addition to all other rights granted to Secured Party herein or otherwise available at law or in equity, Secured Party shall have the following rights, each of which may be exercised in Secured Party’s sole discretion (but without any obligation to do so), or at the direction of Required Lenders, at any time during the continuance of an Event of Default under the Credit Agreement, without further consent of Pledgor: (i) the right to transfer the whole or any part of the Pledged Collateral into the name of itself or its nominee or to conduct a sale of the Pledged Collateral pursuant to the UCC or pursuant to any other applicable law; (ii) the right to vote the Pledged Collateral (including the right to vote for board members or the equivalent thereof); (iii) the right to notify, in the name of Pledgor, the Persons obligated on any of the Pledged Collateral to make payment to Secured Party of any amounts due or to become due thereon; and (iv) the right to release, surrender or exchange any of the Pledged Collateral at any time, or to compromise any dispute with respect to the same. Secured Party may proceed against the Pledged Collateral, or any other collateral securing the Obligations, in any order, and against Pledgor and any other obligor (including, without limitation, the Borrowers, jointly and/or severally), in any order to satisfy the Obligations. To the extent permitted by Applicable Law, Pledgor waives and releases any right to require Secured Party to first collect any of the Obligations secured hereby from any other collateral of Pledgor or any other party (including, without limitation, the Borrowers) securing the Obligations under any theory of marshalling of assets, or otherwise. All rights and remedies of Secured Party are cumulative, not alternative.

6. Pledgor hereby irrevocably appoints Secured Party, Secured Party’s nominee, or any other Person whom the Secured Party may designate, as Pledgor’s attorney-in-fact, subject to the terms hereof, during the continuance of an Event of Default under the Credit Agreement at Secured Party’s option: (i) to effectuate the transfer of the Pledged Collateral on the books of the issuer thereof to the name of Secured Party or to the name of Secured Party’s nominee, designee or assignee; (ii) to endorse and collect checks , notes, drafts, money orders and other forms of payment or security payable to Pledgor representing distributions or other payments on the

Pledged Collateral; (iii) to demand, collect, receive and sue for any and all sums or properties which may become due or payable in respect of the Pledged Collateral of Pledgor with full power to settle, adjust or compromise any claim thereunder as fully as Pledgor could do itself; and (iv) to carry out the terms and provisions hereof. Pledgor hereby ratifies and approves all acts of such attorney-in-fact made in accordance with this Agreement and agrees that such attorney-in-fact will not be liable for any such acts, omissions, errors of judgment or mistakes of law or fact other than by such Person's bad faith, gross negligence or willful misconduct.

7. The proceeds of any Pledged Collateral received by Secured Party at any time during the continuance of an Event of Default, whether from the sale of Pledged Collateral or otherwise, may be applied to or on account of the Obligations in accordance with the Credit Agreement. In addition, Secured Party may, in its discretion, apply any such proceeds to or on account of the payment of all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees) which may be incurred by Secured Party to the extent so provided in the Credit Agreement.

8. Pledgor recognizes that Secured Party may be unable to effect, or may effect only after such delay which would adversely affect the value that might be realized from the Pledged Collateral, a public sale of all or part of the Pledged Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended ("Securities Act") and may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Pledgor agrees that any such private sale may be at prices and on terms less favorable to Secured Party or the seller than if sold at public sales, and therefore recognizes and confirms that such private sales shall not be deemed to have been made in a commercially unreasonable manner solely because they were made privately. Pledgor agrees that Secured Party has no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act.

9. In the event that any reclassification, readjustment or other change is made or declared in the capital structure of any entity listed on Schedule I attached hereto or Pledgor acquires or in any other manner receives additional Equity Interests in any such entity, or any option included within the Pledged Collateral is exercised, the percentage required pursuant to the Credit Agreement of such substituted or additional Equity Interests, or other securities, issued by reason of any such change or exercise, shall be delivered to and held by Secured Party under the terms hereof in the same manner as the Pledged Collateral originally pledged hereunder. No distribution on account of Pledged Collateral may be paid to or retained by Pledgor if (and to the extent) prohibited in the Credit Agreement.

10. So long as no Event of Default has occurred and is continuing under the Credit Agreement, and, until Secured Party notifies Pledgor in writing of its intent to exercise its rights hereunder, Pledgor shall retain the sole right to vote the Pledged Collateral and exercise all rights of ownership with respect to all corporate or company questions for all purposes not inconsistent with the terms hereof.

11. Secured Party shall have no obligation to take any steps to preserve, protect or defend the rights of Pledgor or Secured Party in the Pledged Collateral against other parties. Secured Party shall have no obligation to sell or otherwise deal with the Pledged Collateral at

any time for any reason, whether or not upon request of Pledgor, and whether or not the value of the Pledged Collateral, in the opinion of Secured Party or Pledgor, is more or less than the aggregate amount of the Obligations secured hereby, and any such refusal or inaction by Secured Party shall not be deemed a breach of any duty which Secured Party may have under law to preserve the Pledged Collateral. Except as provided by applicable law, no duty, obligation or responsibility of any kind is intended to be delegated to or assumed by Secured Party at any time with respect to the Pledged Collateral.

12. To the extent Secured Party is required by law to give Pledgor prior notice of any public or private sale, or other disposition of the Pledged Collateral, Pledgor agrees that ten (10) Business Days prior written notice to Pledgor shall be a commercially reasonable and sufficient notice of such sale or other intended disposition. Pledgor further recognizes and agrees that if the Pledged Collateral, or a portion thereof, threatens to decline speedily in value or is of a type customarily sold on a recognized market, Pledgor shall not be entitled to any prior notice of sale or other intended disposition. Pledgor agrees that, in connection with any sale or other disposition of the Pledged Collateral, Secured Party may, at Secured Party's option, disclaim any and all warranties regarding the Pledged Collateral and that any such disclaimer shall constitute commercially reasonable conduct on the part of Secured Party.

13. Pledgor shall defend, protect, indemnify, pay and save harmless Secured Party and its respective officers, directors, Affiliates, attorneys, employees and agents (each an "Indemnified Party") for and from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, costs, charges, expenses and disbursements of any kind or nature whatsoever (including fees and disbursements of counsel (including allocated costs of internal counsel)), but excluding opportunity costs and consequential damages (collectively, "Claims") which may be imposed on, incurred by, or asserted against any Indemnified Party in arising out of or in any way relating to or as a consequence, direct or indirect, of: (i) this Agreement and/or the transactions contemplated hereby, (ii) any action or failure to act or action taken only after delay or the satisfaction of any conditions by any Indemnified Party in connection with and/or relating to the negotiation, execution, delivery or administration of the Agreement and/or the transactions contemplated hereby, (iii) Pledgor's failure to observe, perform or discharge any of its covenants, obligations, agreements or duties under or breach of any of the representations or warranties made in this Agreement, (iv) the enforcement of any of the rights and remedies of Secured Party under the Agreement, (v) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation of any Anti-Terrorism Law by Pledgor or any Affiliate or Subsidiary of Pledgor, and (vi) any claim, litigation, proceeding or investigation instituted or conducted by any Governmental Body or instrumentality or any other Person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Agreement, whether or not Secured Party is a party thereto, except to the extent that (i) any of the foregoing arises out of the willful misconduct or gross negligence of an Indemnified Party, or (ii) such Claim arises from a dispute among Indemnified Parties.

14. For purposes hereof, to the extent permitted by Applicable Law, except as expressly set forth in this Agreement, Pledgor hereby waives notice of (a) acceptance of this Agreement, (b) the existence and incurrence from time to time of any Obligations under the Credit Agreement, (c) the existence of any Event of Default, the making of demand, or the taking

of any action by Secured Party under the Credit Agreement and (d) demand and default hereunder.

15. Pledgor hereby consents and agrees that Secured Party may at any time or from time to time pursuant to the Credit Agreement (a) extend or change the time of payment and/or the manner, place or terms of payment of any and all Obligations, (b) supplement, amend, restate, supersede, or replace the Credit Agreement or any Other Documents, (c) renew, extend, modify, increase or decrease loans and extensions of credit under the Credit Agreement, (d) modify the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement, (e) settle, compromise or grant releases for any Obligations and/or any person or persons liable for payment of any Obligations, (f) exchange, release, surrender, sell, subordinate or compromise any collateral of any party now or hereafter securing any of the Obligations and (g) apply any and all payments received from any source by Secured Party at any time against the Obligations in accordance with the Credit Agreement; all of the foregoing in such manner and upon such terms as Secured Party may determine and without notice to or further consent from Pledgor and without impairing or modifying the terms and conditions of this Agreement which shall remain in full force and effect.

16. This Agreement shall remain in full force and effect and shall not be limited, impaired or otherwise affected in any way by reason of (a) any delay in making demand on Pledgor or any Borrower for, or delay in enforcing or failure to enforce, performance or payment of the Obligations or Pledgor's obligations hereunder, (b) any failure, neglect or omission on Secured Party's part to perfect any lien upon, protect, exercise rights against, or realize on, any property of Pledgor or any other party securing the Obligations, (c) any failure to obtain, retain or preserve, or the lack of prior enforcement of, any rights against any Person or Persons (including any Borrower or Pledgor) or in any property, (d) the invalidity or unenforceability of any Obligations or rights in any Collateral under the Credit Agreement, (e) the existence or nonexistence of any defenses which may be available to Borrowers, or any of them, with respect to the Obligations other than payment in full, (f) the commencement of any bankruptcy, reorganization, liquidation, dissolution or receivership proceeding or case filed by or against any Borrower, or (g) any acceptance by Secured Party of any other security for guaranty upon any of the Obligations.

17. Pledgor covenants and agrees that Pledgor shall not, without the prior written consent of Secured Party, sell, encumber or grant any lien, security interest or option on or with respect to any of the Pledged Collateral unless and to the extent permitted by the Credit Agreement.

18. Pledgor hereby authorizes and instructs each issuer of the Pledged Collateral to comply with any instruction received by it from Secured Party in writing that states that an Event of Default has occurred and is continuing and without any other or further instructions from Pledgor, and Pledgor agrees that each such issuer shall be fully protected in so complying.

19. Pledgor covenants and agrees that Pledgor shall not permit any Non-Corporate Issuer to either (a) adopt any amendments or modifications to any of its certificate or articles of organization, partnership agreement, operating agreement or any other entity governance document or any other document governing or evidencing the membership interests or equity interests issued by such Non-Corporate Issuer (or any other part of the Pledged Collateral related thereto) to provide that such membership interests or equity interest (or any other part of the

Pledged Collateral related thereto) shall be “securities” as governed by and defined in Article 8 of the UCC or (b) issue any certificates to evidence the membership interests or equity interests issued by any such Non-Corporate Issuer (or any other part of the Pledged Collateral related thereto).

20. Any failure of or delay by Secured Party to exercise any right or remedy hereunder shall not be construed as a waiver of the right to exercise the same or any other right or remedy at any other time.

21. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and may be modified only by a written instrument signed by Pledgor and Secured Party.

22. This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against Pledgor with respect to any of the Obligations, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Pledgor at its address set forth in the preamble above and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Secured Party’s option, by service upon Borrowing Agent which Pledgor irrevocably appoints as Pledgor’s agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Secured Party or any Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Any judicial proceeding by Pledgor against Secured Party or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the Borough of Manhattan, County of New York, State of New York.

23. All communications which Secured Party may provide to Pledgor herein shall be sent to Pledgor at the address set forth in, and will be delivered in the same fashion as required by Section 16.6 of the Credit Agreement.

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

25. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN**

ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

26. This Agreement may be executed in original counterparts each of which counterpart shall be deemed an original document but all of which counterparts together shall constitute the same agreement. Execution and delivery via facsimile or PDF shall bind the parties.

27. This Amended and Restated Collateral Pledge Agreement amends and restates, in its entirety, and replaces, that certain Collateral Pledge Agreement dated as of November 8, 2013 by and between Pledgor and Secured Party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Amended and Restated Collateral Pledge Agreement has been executed and delivered as of the date first set forth above.

IBEX GLOBAL SOLUTIONS, INC.

By: /s/ Robert Dechant

Name: Robert Dechant

Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED COLLATERAL PLEDGE AGREEMENT]

SCHEDULE I

Pledged Collateral

The following Pledged Collateral is hereby pledged by Pledgor to Secured Party pursuant to the Amended and Restated Collateral Pledge Agreement to which this Schedule is attached:

Pledged Shares

Name of Entity	Jurisdiction of Incorporation	Certificate No. of Shares to be Pledged	Number of Shares Pledged	Percentage of Shares Pledged	Number of Shares Issued and Outstanding	Class of Shares
TRG Customer Solutions (Canada), Inc.	Canada	2	660	66%	1,000	Common Stock

Pledged Membership Interests

Name of Entity	Jurisdiction of Incorporation	Certificate No. of Shares to be Pledged	Percentage of Membership Interests Pledged
Digital Globe Services, LLC	Delaware	N/A	100%
TelSatOnline, LLC	Delaware	N/A	100%
iSky, LLC	Delaware	N/A	100%

[Schedule I to Amended and Restated Collateral Pledge Agreement]

EXHIBIT A

Pledge Instruction

BY THIS PLEDGE INSTRUCTION, dated as of the 30th day of September, 2021, IBEX GLOBAL SOLUTIONS, INC., a Delaware corporation ("Pledgor"), hereby instructs DIGITAL GLOBE SERVICES, LLC, a Delaware limited liability company (the "Company"), to register a pledge and security interest in, of and to all of Pledgor's right, title and interest in one hundred percent (100%) of the Equity Interests of the Company now and hereafter owned by Pledgor ("Interests") in favor of PNC Bank, National Association, as agent for the benefit of lenders ("Secured Party").

Pledge Instructions. The Company is hereby instructed by Pledgor to register all of Pledgor's right, title and interest in and to all of Pledgor's Interests as subject to a pledge and security interest in favor of Secured Party who, upon such registration of pledge, shall become a registered pledgee of the Interests with all rights incident thereto.

Acknowledgment of Registration Statement. The Company is hereby instructed by Pledgor to promptly inform Secured Party of the registration of the pledge by sending an Acknowledgment of Registration Statement, substantially in the form of Exhibit B attached hereto, to Secured Party at the address of Secured Party set forth in that certain Revolving Credit and Security Agreement dated as of November 8, 2013, among Pledgor, the financial institutions party thereto as lenders and Secured Party, as agent for the benefit of Lenders and as a Lender (as amended, restated, supplemented, or replaced from time to time, most recently by that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of September 30, 2021, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement.

Warranties of Pledgor. Pledgor hereby represents and warrants to Secured Party that Pledgor is (i) an appropriate Person to originate this instruction, and (ii) entitled to effect the instruction here given.

[signature page follows]

(Exhibit A to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, Pledgor has caused this Pledge Instruction to be duly executed and delivered as of the date first above written.

IBEX GLOBAL SOLUTIONS, INC.

By: /s/ Robert Dechant

Name: Robert Dechant

Title: Chief Executive Officer

[Signature Page to Pledge Instruction]

EXHIBIT B
Acknowledgment of Registration Statement

THIS STATEMENT IS MERELY A RECORD OF THE RIGHTS OF THE ADDRESSEE AS OF THE TIME OF ISSUANCE. DELIVERY OF THIS STATEMENT, OF ITSELF, CONFERS NO RIGHTS ON THE RECIPIENT. THIS STATEMENT IS NEITHER A NEGOTIABLE INSTRUMENT NOR A SECURITY.

PNC Bank, National Association
1600 Market Street
Philadelphia, PA 19103
Attention: Jacqueline MacKenzie

On the 30th day of September, 2021, Digital Globe Services, LLC, a Delaware limited liability (the "Company"), caused the pledge of one hundred percent (100%) of the Interests in the Company held by IBEX Global Solutions, Inc., a Delaware corporation ("Pledgor"), which as of the date hereof is 100% of the total outstanding Equity Interests of the Company, in favor of PNC Bank, National Association ("Secured Party"), to be registered on the books and records of the Company. There are no other liens, restrictions or adverse claims to which the interests identified herein are, or may be subject, as of the date hereof.

The Company hereby agrees that it will comply with instructions originated by Secured Party, in accordance with that certain Amended and Restated Collateral Pledge Agreement dated as of September 30, 2021 between Pledgor and Secured Party, without further consent by or from Pledgor.

[Signature Page Follows]

(Exhibit B to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, the Company has caused this Acknowledgment of Registration Statement to be duly executed and delivered as of the date first above written.

Digital Globe Services, LLC

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

(Exhibit A to Amended and Restated Collateral Pledge Agreement)

EXHIBIT A

Pledge Instruction

BY THIS PLEDGE INSTRUCTION, dated as of the 30th day of September, 2021, IBEX GLOBAL SOLUTIONS, INC., a Delaware corporation ("Pledgor"), hereby instructs TELSATONLINE, LLC, a Delaware limited liability company (the "Company"), to register a pledge and security interest in, of and to all of Pledgor's right, title and interest in one hundred percent (100%) of the Equity Interests of the Company now and hereafter owned by Pledgor ("Interests") in favor of PNC Bank, National Association, as agent for the benefit of lenders ("Secured Party").

Pledge Instructions. The Company is hereby instructed by Pledgor to register all of Pledgor's right, title and interest in and to all of Pledgor's Interests as subject to a pledge and security interest in favor of Secured Party who, upon such registration of pledge, shall become a registered pledgee of the Interests with all rights incident thereto.

Acknowledgment of Registration Statement. The Company is hereby instructed by Pledgor to promptly inform Secured Party of the registration of the pledge by sending an Acknowledgment of Registration Statement, substantially in the form of Exhibit B attached hereto, to Secured Party at the address of Secured Party set forth in that certain Revolving Credit and Security Agreement dated as of November 8, 2013, among Pledgor, the financial institutions party thereto as lenders and Secured Party, as agent for the benefit of Lenders and as a Lender (as amended, restated, supplemented, or replaced from time to time, most recently by that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of September 30, 2021, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement.

Warranties of Pledgor. Pledgor hereby represents and warrants to Secured Party that Pledgor is (i) an appropriate Person to originate this instruction, and (ii) entitled to effect the instruction here given.

[signature page follows]

(Exhibit A to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, Pledgor has caused this Pledge Instruction to be duly executed and delivered as of the date first above written.

IBEX GLOBAL SOLUTIONS, INC.

By: /s/ Robert Dechant

Name: Robert Dechant

Title: Chief Executive Officer

[Signature Page to Pledge Instruction]

EXHIBIT B
Acknowledgment of Registration Statement

THIS STATEMENT IS MERELY A RECORD OF THE RIGHTS OF THE ADDRESSEE AS OF THE TIME OF ISSUANCE. DELIVERY OF THIS STATEMENT, OF ITSELF, CONFERS NO RIGHTS ON THE RECIPIENT. THIS STATEMENT IS NEITHER A NEGOTIABLE INSTRUMENT NOR A SECURITY.

PNC Bank, National Association
1600 Market Street
Philadelphia, PA 19103
Attention: Jacqueline MacKenzie

On the 30th day of September 2021, TelSatOnline, LLC, a Delaware limited liability (the "Company"), caused the pledge of one hundred percent (100%) of the Interests in the Company held by IBEX Global Solutions, Inc., a Delaware corporation ("Pledgor"), which as of the date hereof is 100% of the total outstanding Equity Interests of the Company, in favor of PNC Bank, National Association ("Secured Party"), to be registered on the books and records of the Company. There are no other liens, restrictions or adverse claims to which the interests identified herein are, or may be subject, as of the date hereof.

The Company hereby agrees that it will comply with instructions originated by Secured Party, in accordance with that certain Amended and Restated Collateral Pledge Agreement dated as of September 30, 2021 between Pledgor and Secured Party, without further consent by or from Pledgor.

[Signature Page Follows]

(Exhibit B to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, the Company has caused this Acknowledgment of Registration Statement to be duly executed and delivered as of the date first above written.

TelSatOnline, LLC

By: /s/ Jeffrey Cox
Name: Jeffrey Cox
Title: President

(Exhibit A to Amended and Restated Collateral Pledge Agreement)

EXHIBIT A

Pledge Instruction

BY THIS PLEDGE INSTRUCTION, dated as of the 30th day of September, 2021, IBEX GLOBAL SOLUTIONS, INC., a Delaware corporation ("Pledgor"), hereby instructs ISKY, LLC, a Delaware limited liability company (the "Company"), to register a pledge and security interest in, of and to all of Pledgor's right, title and interest in one hundred percent (100%) of the Equity Interests of the Company now and hereafter owned by Pledgor ("Interests") in favor of PNC Bank, National Association, as agent for the benefit of lenders ("Secured Party").

Pledge Instructions. The Company is hereby instructed by Pledgor to register all of Pledgor's right, title and interest in and to all of Pledgor's Interests as subject to a pledge and security interest in favor of Secured Party who, upon such registration of pledge, shall become a registered pledgee of the Interests with all rights incident thereto.

Acknowledgment of Registration Statement. The Company is hereby instructed by Pledgor to promptly inform Secured Party of the registration of the pledge by sending an Acknowledgment of Registration Statement, substantially in the form of Exhibit B attached hereto, to Secured Party at the address of Secured Party set forth in that certain Revolving Credit and Security Agreement dated as of November 8, 2013, among Pledgor, the financial institutions party thereto as lenders and Secured Party, as agent for the benefit of Lenders and as a Lender (as amended, restated, supplemented, or replaced from time to time, most recently by that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of September 30, 2021, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement.

Warranties of Pledgor. Pledgor hereby represents and warrants to Secured Party that Pledgor is (i) an appropriate Person to originate this instruction, and (ii) entitled to effect the instruction here given.

[signature page follows]

(Exhibit A to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, Pledgor has caused this Pledge Instruction to be duly executed and delivered as of the date first above written.

IBEX GLOBAL SOLUTIONS, INC.

By: /s/ Robert Dechant

Name: Robert Dechant

Title: Chief Executive Officer

[Signature Page to Pledge Instruction]

EXHIBIT B
Acknowledgment of Registration Statement

THIS STATEMENT IS MERELY A RECORD OF THE RIGHTS OF THE ADDRESSEE AS OF THE TIME OF ISSUANCE. DELIVERY OF THIS STATEMENT, OF ITSELF, CONFERS NO RIGHTS ON THE RECIPIENT. THIS STATEMENT IS NEITHER A NEGOTIABLE INSTRUMENT NOR A SECURITY.

PNC Bank, National Association
1600 Market Street
Philadelphia, PA 19103
Attention: Jacqueline MacKenzie

On the 30th day of September, 2021, iSky, LLC, a Delaware limited liability (the "Company"), caused the pledge of one hundred percent (100%) of the Interests in the Company held by IBEX Global Solutions, Inc., a Delaware corporation ("Pledgor"), which as of the date hereof is 100% of the total outstanding Equity Interests of the Company, in favor of PNC Bank, National Association ("Secured Party"), to be registered on the books and records of the Company. There are no other liens, restrictions or adverse claims to which the interests identified herein are, or may be subject, as of the date hereof.

The Company hereby agrees that it will comply with instructions originated by Secured Party, in accordance with that certain Amended and Restated Collateral Pledge Agreement dated as of September 30, 2021 between Pledgor and Secured Party, without further consent by or from Pledgor.

[Signature Page Follows]

(Exhibit B to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, the Company has caused this Acknowledgment of Registration Statement to be duly executed and delivered as of the date first above written.

iSky, LLC

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

(Exhibit A to Amended and Restated Collateral Pledge Agreement)

EXHIBIT A

Pledge Instruction

BY THIS PLEDGE INSTRUCTION, dated as of the 30th day of September, 2021, IBEX GLOBAL SOLUTIONS, INC., a Delaware corporation ("Pledgor"), hereby instructs TRG Customer Solutions (Canada), Inc., a Canadian corporation (the "Company"), to register a pledge and security interest in, of and to all of Pledgor's right, title and interest in sixty-six percent (66%) of the Equity Interests of the Company now and hereafter owned by Pledgor ("Interests") in favor of PNC Bank, National Association, as agent for the benefit of lenders ("Secured Party").

Pledge Instructions. The Company is hereby instructed by Pledgor to register all of Pledgor's right, title and interest in and to all of Pledgor's Interests as subject to a pledge and security interest in favor of Secured Party who, upon such registration of pledge, shall become a registered pledgee of the Interests with all rights incident thereto.

Acknowledgment of Registration Statement. The Company is hereby instructed by Pledgor to promptly inform Secured Party of the registration of the pledge by sending an Acknowledgment of Registration Statement, substantially in the form of Exhibit B attached hereto, to Secured Party at the address of Secured Party set forth in that certain Revolving Credit and Security Agreement dated as of November 8, 2013, among Pledgor, the financial institutions party thereto as lenders and Secured Party, as agent for the benefit of Lenders and as a Lender (as amended, restated, supplemented, or replaced from time to time, most recently by that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of September [__], 2021, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement.

Warranties of Pledgor. Pledgor hereby represents and warrants to Secured Party that Pledgor is (i) an appropriate Person to originate this instruction, and (ii) entitled to effect the instruction here given.

[signature page follows]

(Exhibit A to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, Pledgor has caused this Pledge Instruction to be duly executed and delivered as of the date first above written.

IBEX GLOBAL SOLUTIONS, INC.

By: /s/ Robert Dechant

Name: Robert Dechant

Title: Chief Executive Officer

[Signature Page to Pledge Instruction]

EXHIBIT B
Acknowledgment of Registration Statement

THIS STATEMENT IS MERELY A RECORD OF THE RIGHTS OF THE ADDRESSEE AS OF THE TIME OF ISSUANCE. DELIVERY OF THIS STATEMENT, OF ITSELF, CONFERS NO RIGHTS ON THE RECIPIENT. THIS STATEMENT IS NEITHER A NEGOTIABLE INSTRUMENT NOR A SECURITY.

PNC Bank, National Association
1600 Market Street
Philadelphia, PA 19103
Attention: Jacqueline MacKenzie

On the 30th day of September, 2021, TRG Customer Solutions (Canada), Inc., a Canadian corporation (the "Company"), caused the pledge of sixty-six percent (66%) of the Interests in the Company held by IBEX Global Solutions, Inc., a Delaware corporation ("Pledgor"), which as of the date hereof is 66% of the total outstanding Equity Interests of the Company, in favor of PNC Bank, National Association ("Secured Party"), to be registered on the books and records of the Company. There are no other liens, restrictions or adverse claims to which the interests identified herein are, or may be subject, as of the date hereof.

The Company hereby agrees that it will comply with instructions originated by Secured Party, in accordance with that certain Amended and Restated Collateral Pledge Agreement dated as of September 30, 2021 between Pledgor and Secured Party, without further consent by or from Pledgor.

[Signature Page Follows]

(Exhibit B to Amended and Restated Collateral Pledge Agreement)

IN WITNESS WHEREOF, the Company has caused this Acknowledgment of Registration Statement to be duly executed and delivered as of the date first above written.

TRG Customer Solutions (Canada), Inc.

By: /s/ Christy O'Connor

Name: Christy O'Connor

Title: Corporate Secretary

[Signature Page to Acknowledgment of Registration Statement]

COLLATERAL PLEDGE AGREEMENT

This Collateral Pledge Agreement (this “Agreement”) dated as of September 30, 2021, is made by **DIGITAL GLOBE SERVICES, LLC**, a Delaware limited liability company (“Pledgor”), in favor of **PNC BANK, NATIONAL ASSOCIATION**, as agent for the benefit of Lenders (“Secured Party”).

Background

A. To induce Lenders (as defined below) to extend credit to Borrowers (as defined below) pursuant to that certain Revolving Credit and Security Agreement dated as of November 8, 2013, among Pledgor, certain affiliates of Pledgor (together with any Person joined thereto from time to time as a borrower, collectively the “Borrowers” and each a “Borrower”), the financial institutions party thereto as lenders (the “Lenders”) and Secured Party, as agent for the benefit of Lenders and as a Lender (as amended, restated, supplemented, or replaced from time to time, most recently by that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of September 30, 2021, the “Credit Agreement”), Pledgor executes and delivers this Agreement to Secured Party. All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement.

B. This Agreement is given and is intended to provide additional security for the Obligations.

C. Pledgor will derive economic benefit from the making of loans and extension of credit to Borrowers under the Credit Agreement.

NOW THEREFORE, for other good and sufficient consideration, the receipt of which is hereby acknowledged, Pledgor, intending to be legally bound hereby, covenants and agrees as follows:

1. To secure the payment and performance of the Obligations, Pledgor does hereby grant to Secured Party and Secured Party’s successors and assigns, for the benefit of Lenders, a continuing lien on, and security interest in, the Equity Interests described on Schedule I attached hereto and made a part hereof, together with any additions, exchanges, replacements, and substitutions therefor, dividends and distributions with respect thereto, and the proceeds thereof, including, without limitation, all of the stock and/or membership interests or units listed on Schedule I attached hereto in the corporations and/or limited liability companies listed on such schedule, whether now owned or hereafter acquired by Pledgor or in which Pledgor now or hereafter has any rights, options or warrants, together with any certificates representing such interest and all rights (but none of the obligations) under or arising out of the applicable Organizational Documents of such corporation and/or limited liability company (collectively, the “Pledged Collateral”).

2. The pledge and security interest described herein shall continue in effect to secure all Obligations from time to time incurred or arising unless and until all Obligations have been indefeasibly paid and satisfied in full in cash, the Lenders’ commitment to make Advances has been terminated and the Credit Agreement has been terminated.

3. Pledgor hereby represents and warrants to and covenants with Secured Party that:

(a) Except as pledged herein, Pledgor has not sold, assigned, transferred, pledged or granted any option or security interest in or otherwise hypothecated the Pledged Collateral in any manner whatsoever and the Pledged Collateral is pledged herewith free and clear of any and all liens, security interests, encumbrances, claims, pledges, restrictions, legends, and options other than Permitted Encumbrances;

(b) Pledgor has the full power and authority to execute, deliver, and perform under this Agreement and to pledge the Pledged Collateral hereunder;

(c) This Agreement constitutes the legal, valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms, and the pledge of the Pledged Collateral referred to herein is not in violation of and shall not (i) create any default under any agreement, undertaking or obligation of Pledgor or (ii) conflict with or violate any applicable law, regulation, judgment, order or decree of any Governmental Body binding upon Pledgor;

(d) The Pledged Collateral has been duly and validly authorized and issued by each issuer thereof and such Pledged Collateral is fully paid for and non-assessable;

(e) Pledgor is pledging hereunder all of Pledgor's interest and ownership in the percentage of Equity Interests required pursuant to the Credit Agreement in all of the entities listed on Schedule I attached hereto;

(f) No later than two (2) Business Days of the date first written above, Pledgor shall deliver to Secured Party all certificates representing or evidencing the Pledged Collateral in the corporations and limited liability companies listed on Schedule I hereto, accompanied by duly executed instruments of transfer or assignments in blank, to be held by Secured Party in accordance with the terms hereof, together with a copy of each shareholder, member or operating agreement, as applicable in effect as of the date hereof with respect to the Pledged Collateral;

(g) Pledgor hereby confirms that Secured Party is authorized to file all UCC-1 financing statements that are required under the UCC (as defined below) to perfect any security interest granted hereunder;

(h) There are no restrictions upon the voting rights associated with, or the transfer of, any of the Pledged Collateral, except as provided by applicable federal and state laws, the terms of the Organizational Documents of the respective issuers and the Other Documents;

(i) Pledgor has delivered to each entity listed on Schedule I attached hereto, a Pledge Instruction, substantially in the form of Exhibit A attached hereto, and has caused such entity to register the security interest granted hereunder on its books and records and to deliver to Secured Party an Acknowledgment of Registration Statement, substantially in the form of Exhibit B attached thereto. Notwithstanding the foregoing, any failure of Pledgor to comply with its understanding in this paragraph shall not impair, reduce or affect the validity, enforceability or effectiveness of the pledge described herein; and

(j) with respect to any Pledged Collateral that is issued from an entity that is not a corporation (a "Non-Corporate Issuer"), either (x) such Non-Corporate Issuer has not "opted-in" to Article 8 of the UCC with respect to the Equity Interests issued by it or any other part of the Pledged Collateral by providing in any of its certificate or articles of

organization, partnership agreement, operating agreement, limited liability company agreement or any other entity governance document or any other document governing or evidencing the equity interests issued by it or any other part of the Pledged Collateral shall be "securities" as governed by and defined in Article 8 of the UCC, or (y) such Non-Corporate Issuer has "opted-in" to Article 8 of the UCC, and Pledgor shall deliver to Secured Party all certificates evidencing the Equity Interests issued by such Non-Corporate Issuer, together with an original executed instrument of transfer endorsed in blank, within two (2) Business Days of the date first written above.

4. If an Event of Default occurs and is continuing under the Credit Agreement then Secured Party may, at its sole option, or shall at the direction of Required Lenders, exercise from time to time with respect to the Pledged Collateral any and/or all rights and remedies available to it hereunder, under the Credit Agreement and/or under the Uniform Commercial Code, or otherwise available to Secured Party, at law or in equity, including, without limitation, the right to dispose of the Pledged Collateral at public or private sale(s) or other proceedings, and Pledgor agrees that, if permitted by law, Secured Party or Secured Party's nominee(s) may become the purchaser at any such sale(s) at any prices and upon such terms as the Secured Party deems advisable, in its discretion. To the extent permitted by applicable law, Pledgor hereby waives all of its rights of redemption from any such sale(s).

5. In addition to all other rights granted to Secured Party herein or otherwise available at law or in equity, Secured Party shall have the following rights, each of which may be exercised in Secured Party's sole discretion (but without any obligation to do so), or at the direction of Required Lenders, at any time during the continuance of an Event of Default under the Credit Agreement, without further consent of Pledgor: (i) the right to transfer the whole or any part of the Pledged Collateral into the name of itself or its nominee or to conduct a sale of the Pledged Collateral pursuant to the UCC or pursuant to any other applicable law; (ii) the right to vote the Pledged Collateral (including the right to vote for board members or the equivalent thereof); (iii) the right to notify, in the name of Pledgor, the Persons obligated on any of the Pledged Collateral to make payment to Secured Party of any amounts due or to become due thereon; and (iv) the right to release, surrender or exchange any of the Pledged Collateral at any time, or to compromise any dispute with respect to the same. Secured Party may proceed against the Pledged Collateral, or any other collateral securing the Obligations, in any order, and against Pledgor and any other obligor (including, without limitation, the Borrowers, jointly and/or severally), in any order to satisfy the Obligations. To the extent permitted by Applicable Law, Pledgor waives and releases any right to require Secured Party to first collect any of the Obligations secured hereby from any other collateral of Pledgor or any other party (including, without limitation, the Borrowers) securing the Obligations under any theory of marshalling of assets, or otherwise. All rights and remedies of Secured Party are cumulative, not alternative.

6. Pledgor hereby irrevocably appoints Secured Party, Secured Party's nominee, or any other Person whom the Secured Party may designate, as Pledgor's attorney-in-fact, subject to the terms hereof, during the continuance of an Event of Default under the Credit Agreement at Secured Party's option: (i) to effectuate the transfer of the Pledged Collateral on the books of the issuer thereof to the name of Secured Party or to the name of Secured Party's nominee, designee or assignee; (ii) to endorse and collect checks, notes, drafts, money orders and other forms of payment or security payable to Pledgor representing distributions or other payments on the

Pledged Collateral; (iii) to demand, collect, receive and sue for any and all sums or properties which may become due or payable in respect of the Pledged Collateral of Pledgor with full power to settle, adjust or compromise any claim thereunder as fully as Pledgor could do itself; and (iv) to carry out the terms and provisions hereof. Pledgor hereby ratifies and approves all acts of such attorney-in-fact made in accordance with this Agreement and agrees that such attorney-in-fact will not be liable for any such acts, omissions, errors of judgment or mistakes of law or fact other than by such Person's bad faith, gross negligence or willful misconduct.

7. The proceeds of any Pledged Collateral received by Secured Party at any time during the continuance of an Event of Default, whether from the sale of Pledged Collateral or otherwise, may be applied to or on account of the Obligations in accordance with the Credit Agreement. In addition, Secured Party may, in its discretion, apply any such proceeds to or on account of the payment of all reasonable costs, fees and expenses (including, without limitation, reasonable attorneys' fees) which may be incurred by Secured Party to the extent so provided in the Credit Agreement.

8. Pledgor recognizes that Secured Party may be unable to effect, or may effect only after such delay which would adversely affect the value that might be realized from the Pledged Collateral, a public sale of all or part of the Pledged Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended ("Securities Act") and may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such securities for their own account, for investment and not with a view to the distribution or resale thereof. Pledgor agrees that any such private sale may be at prices and on terms less favorable to Secured Party or the seller than if sold at public sales, and therefore recognizes and confirms that such private sales shall not be deemed to have been made in a commercially unreasonable manner solely because they were made privately. Pledgor agrees that Secured Party has no obligation to delay the sale of any such securities for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act.

9. In the event that any reclassification, readjustment or other change is made or declared in the capital structure of any entity listed on Schedule I attached hereto or Pledgor acquires or in any other manner receives additional Equity Interests in any such entity, or any option included within the Pledged Collateral is exercised, the percentage required pursuant to the Credit Agreement of such substituted or additional Equity Interests, or other securities, issued by reason of any such change or exercise, shall be delivered to and held by Secured Party under the terms hereof in the same manner as the Pledged Collateral originally pledged hereunder. No distribution on account of Pledged Collateral may be paid to or retained by Pledgor if (and to the extent) prohibited in the Credit Agreement.

10. So long as no Event of Default has occurred and is continuing under the Credit Agreement, and, until Secured Party notifies Pledgor in writing of its intent to exercise its rights hereunder, Pledgor shall retain the sole right to vote the Pledged Collateral and exercise all rights of ownership with respect to all corporate or company questions for all purposes not inconsistent with the terms hereof.

11. Secured Party shall have no obligation to take any steps to preserve, protect or defend the rights of Pledgor or Secured Party in the Pledged Collateral against other parties. Secured Party shall have no obligation to sell or otherwise deal with the Pledged Collateral at

any time for any reason, whether or not upon request of Pledgor, and whether or not the value of the Pledged Collateral, in the opinion of Secured Party or Pledgor, is more or less than the aggregate amount of the Obligations secured hereby, and any such refusal or inaction by Secured Party shall not be deemed a breach of any duty which Secured Party may have under law to preserve the Pledged Collateral. Except as provided by applicable law, no duty, obligation or responsibility of any kind is intended to be delegated to or assumed by Secured Party at any time with respect to the Pledged Collateral.

12. To the extent Secured Party is required by law to give Pledgor prior notice of any public or private sale, or other disposition of the Pledged Collateral, Pledgor agrees that ten (10) Business Days prior written notice to Pledgor shall be a commercially reasonable and sufficient notice of such sale or other intended disposition. Pledgor further recognizes and agrees that if the Pledged Collateral, or a portion thereof, threatens to decline speedily in value or is of a type customarily sold on a recognized market, Pledgor shall not be entitled to any prior notice of sale or other intended disposition. Pledgor agrees that, in connection with any sale or other disposition of the Pledged Collateral, Secured Party may, at Secured Party's option, disclaim any and all warranties regarding the Pledged Collateral and that any such disclaimer shall constitute commercially reasonable conduct on the part of Secured Party.

13. Pledgor shall defend, protect, indemnify, pay and save harmless Secured Party and its respective officers, directors, Affiliates, attorneys, employees and agents (each an "Indemnified Party") for and from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, actions, judgments, suits, costs, charges, expenses and disbursements of any kind or nature whatsoever (including fees and disbursements of counsel (including allocated costs of internal counsel)), but excluding opportunity costs and consequential damages (collectively, "Claims") which may be imposed on, incurred by, or asserted against any Indemnified Party in arising out of or in any way relating to or as a consequence, direct or indirect, of: (i) this Agreement and/or the transactions contemplated hereby, (ii) any action or failure to act or action taken only after delay or the satisfaction of any conditions by any Indemnified Party in connection with and/or relating to the negotiation, execution, delivery or administration of the Agreement and/or the transactions contemplated hereby, (iii) Pledgor's failure to observe, perform or discharge any of its covenants, obligations, agreements or duties under or breach of any of the representations or warranties made in this Agreement, (iv) the enforcement of any of the rights and remedies of Secured Party under the Agreement, (v) any threatened or actual imposition of fines or penalties, or disgorgement of benefits, for violation of any Anti-Terrorism Law by Pledgor or any Affiliate or Subsidiary of Pledgor, and (vi) any claim, litigation, proceeding or investigation instituted or conducted by any Governmental Body or instrumentality or any other Person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Agreement, whether or not Secured Party is a party thereto, except to the extent that (i) any of the foregoing arises out of the willful misconduct or gross negligence of an Indemnified Party, or (ii) such Claim arises from a dispute among Indemnified Parties.

14. For purposes hereof, to the extent permitted by Applicable Law, except as expressly set forth in this Agreement, Pledgor hereby waives notice of (a) acceptance of this Agreement, (b) the existence and incurrence from time to time of any Obligations under the Credit Agreement, (c) the existence of any Event of Default, the making of demand, or the taking

of any action by Secured Party under the Credit Agreement and (d) demand and default hereunder.

15. Pledgor hereby consents and agrees that Secured Party may at any time or from time to time pursuant to the Credit Agreement (a) extend or change the time of payment and/or the manner, place or terms of payment of any and all Obligations, (b) supplement, amend, restate, supersede, or replace the Credit Agreement or any Other Documents, (c) renew, extend, modify, increase or decrease loans and extensions of credit under the Credit Agreement, (d) modify the terms and conditions under which loans and extensions of credit may be made under the Credit Agreement, (e) settle, compromise or grant releases for any Obligations and/or any person or persons liable for payment of any Obligations, (f) exchange, release, surrender, sell, subordinate or compromise any collateral of any party now or hereafter securing any of the Obligations and (g) apply any and all payments received from any source by Secured Party at any time against the Obligations in accordance with the Credit Agreement; all of the foregoing in such manner and upon such terms as Secured Party may determine and without notice to or further consent from Pledgor and without impairing or modifying the terms and conditions of this Agreement which shall remain in full force and effect.

16. This Agreement shall remain in full force and effect and shall not be limited, impaired or otherwise affected in any way by reason of (a) any delay in making demand on Pledgor or any Borrower for, or delay in enforcing or failure to enforce, performance or payment of the Obligations or Pledgor's obligations hereunder, (b) any failure, neglect or omission on Secured Party's part to perfect any lien upon, protect, exercise rights against, or realize on, any property of Pledgor or any other party securing the Obligations, (c) any failure to obtain, retain or preserve, or the lack of prior enforcement of, any rights against any Person or Persons (including any Borrower or Pledgor) or in any property, (d) the invalidity or unenforceability of any Obligations or rights in any Collateral under the Credit Agreement, (e) the existence or nonexistence of any defenses which may be available to Borrowers, or any of them, with respect to the Obligations other than payment in full, (f) the commencement of any bankruptcy, reorganization, liquidation, dissolution or receivership proceeding or case filed by or against any Borrower, or (g) any acceptance by Secured Party of any other security for guaranty upon any of the Obligations.

17. Pledgor covenants and agrees that Pledgor shall not, without the prior written consent of Secured Party, sell, encumber or grant any lien, security interest or option on or with respect to any of the Pledged Collateral unless and to the extent permitted by the Credit Agreement.

18. Pledgor hereby authorizes and instructs each issuer of the Pledged Collateral to comply with any instruction received by it from Secured Party in writing that states that an Event of Default has occurred and is continuing and without any other or further instructions from Pledgor, and Pledgor agrees that each such issuer shall be fully protected in so complying.

19. Pledgor covenants and agrees that Pledgor shall not permit any Non-Corporate Issuer to either (a) adopt any amendments or modifications to any of its certificate or articles of organization, partnership agreement, operating agreement or any other entity governance document or any other document governing or evidencing the membership interests or equity interests issued by such Non-Corporate Issuer (or any other part of the Pledged Collateral related thereto) to provide that such membership interests or equity interest (or any other part of the

Pledged Collateral related thereto) shall be “securities” as governed by and defined in Article 8 of the UCC or (b) issue any certificates to evidence the membership interests or equity interests issued by any such Non-Corporate Issuer (or any other part of the Pledged Collateral related thereto).

20. Any failure of or delay by Secured Party to exercise any right or remedy hereunder shall not be construed as a waiver of the right to exercise the same or any other right or remedy at any other time.

21. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter hereof and may be modified only by a written instrument signed by Pledgor and Secured Party.

22. This Agreement shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against Pledgor with respect to any of the Obligations, this Agreement, the Other Documents or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Pledgor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Pledgor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Pledgor at its address set forth in the preamble above and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at the Secured Party’s option, by service upon Borrowing Agent which Pledgor irrevocably appoints as Pledgor’s agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Secured Party or any Lender to bring proceedings against Pledgor in the courts of any other jurisdiction. Pledgor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Pledgor waives the right to remove any judicial proceeding brought against Pledgor in any state court to any federal court. Any judicial proceeding by Pledgor against Secured Party or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the Borough of Manhattan, County of New York, State of New York.

23. All communications which Secured Party may provide to Pledgor herein shall be sent to Pledgor at the address set forth in, and will be delivered in the same fashion as required by Section 16.6 of the Credit Agreement.

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

25. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN**

ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

26. This Agreement may be executed in original counterparts each of which counterpart shall be deemed an original document but all of which counterparts together shall constitute the same agreement. Execution and delivery via facsimile or PDF shall bind the parties.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Collateral Pledge Agreement has been executed and delivered as of the date first set forth above.

DIGITAL GLOBE SERVICES, LLC

By: /s/ Jeffrey Cox
Name: Jeffrey Cox
Title: President

[SIGNATURE PAGE TO COLLATERAL PLEDGE AGREEMENT]

SCHEDULE I

Pledged Collateral

The following Pledged Collateral is hereby pledged by Pledgor to Secured Party pursuant to the Collateral Pledge Agreement to which this Schedule is attached:

Pledged Membership Interests

Name of Entity	Jurisdiction of Incorporation	Certificate No. of Shares to be Pledged	Percentage of Membership Interests Pledged
7 Degrees, LLC	Delaware	[N/A]	100%

[Schedule I to Collateral Pledge Agreement]

EXHIBIT A

Pledge Instruction

BY THIS PLEDGE INSTRUCTION, dated as of the 30th day of September, 2021, DIGITAL GLOBE SERVICES, LLC, a Delaware limited liability company ("Pledgor"), hereby instructs 7 Degrees, LLC, a Delaware limited liability company (the "Company"), to register a pledge and security interest in, of and to all of Pledgor's right, title and interest in one hundred percent (100%) of the Equity Interests of the Company now and hereafter owned by Pledgor ("Interests") in favor of PNC Bank, National Association, as agent for the benefit of lenders ("Secured Party").

Pledge Instructions. The Company is hereby instructed by Pledgor to register all of Pledgor's right, title and interest in and to all of Pledgor's Interests as subject to a pledge and security interest in favor of Secured Party who, upon such registration of pledge, shall become a registered pledgee of the Interests with all rights incident thereto.

Acknowledgment of Registration Statement. The Company is hereby instructed by Pledgor to promptly inform Secured Party of the registration of the pledge by sending an Acknowledgment of Registration Statement, substantially in the form of Exhibit B attached hereto, to Secured Party at the address of Secured Party set forth in that certain Revolving Credit and Security Agreement dated as of November 8, 2013, among Pledgor, the financial institutions party thereto as lenders and Secured Party, as agent for the benefit of Lenders and as a Lender (as amended, restated, supplemented, or replaced from time to time, most recently by that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of September 30, 2021, the "Credit Agreement"). All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to such terms in the Credit Agreement.

Warranties of Pledgor. Pledgor hereby represents and warrants to Secured Party that Pledgor is (i) an appropriate Person to originate this instruction, and (ii) entitled to effect the instruction here given.

[signature page follows]

(Exhibit A to Collateral Pledge Agreement)

IN WITNESS WHEREOF, Pledgor has caused this Pledge Instruction to be duly executed and delivered as of the date first above written.

DIGITAL GLOBE SERVICES, LLC

By: /s/ Jeffrey Cox
Name: Jeffrey Cox
Title: President

[Signature Page to Pledge Instruction]

EXHIBIT B
Acknowledgment of Registration Statement

THIS STATEMENT IS MERELY A RECORD OF THE RIGHTS OF THE ADDRESSEE AS OF THE TIME OF ISSUANCE. DELIVERY OF THIS STATEMENT, OF ITSELF, CONFERS NO RIGHTS ON THE RECIPIENT. THIS STATEMENT IS NEITHER A NEGOTIABLE INSTRUMENT NOR A SECURITY.

PNC Bank, National Association
1600 Market Street
Philadelphia, PA 19103
Attention: Jacqueline MacKenzie

On the 30th day of September, 2021, 7 Degrees, LLC, a Delaware limited liability company (the "Company"), caused the pledge of one hundred percent (100%) of the Interests in the Company held by Digital Globe Services, LLC, a Delaware limited liability company ("Pledgor"), which as of the date hereof is 100% of the total outstanding Equity Interests of the Company, in favor of PNC Bank, National Association ("Secured Party"), to be registered on the books and records of the Company. There are no other liens, restrictions or adverse claims to which the interests identified herein are, or may be subject, as of the date hereof.

The Company hereby agrees that it will comply with instructions originated by Secured Party, in accordance with that certain Collateral Pledge Agreement dated as of September 30, 2021 between Pledgor and Secured Party, without further consent by or from Pledgor.

[Signature Page Follows]

(Exhibit B to Collateral Pledge Agreement)

IN WITNESS WHEREOF, the Company has caused this Acknowledgment of Registration Statement to be duly executed and delivered as of the date first above written.

7 Degrees, LLC

By: /s/ Christy O'Connor

Name: Christy O'Connor

Title: Secretary

[Signature Page to Acknowledgment of Registration Statement]

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 30th day of September 2021, by IBEX GLOBAL SOLUTIONS, INC., a Delaware corporation, and ISKY, LLC, a Delaware limited liability company (each a "Grantor", and collectively the "Grantors"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Fifteenth Amendment to Revolving Credit and Security Agreement dated as of the date hereof (as may hereafter be amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") by and among Grantors, DIGITAL GLOBE SERVICES, LLC, a Delaware limited liability company ("DGS"), TELSATONLINE, LLC, a Delaware limited liability company ("TelSatOnline"), and 7 DEGREES LLC, a Delaware limited liability company ("7 Degrees"), and together with IBEX GLOBAL SOLUTIONS, INC., a Delaware limited liability company, DGS and TelSatOnline, the "Existing Borrowers"), iSKY, LLC, a Delaware limited liability company and the successor by conversion to iSky, Inc., a Delaware corporation ("Joining Borrower" and together with the Existing Borrowers and with any other Person joined to the Loan Agreement hereafter from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Credit Agreement, Grantors hereby grant to Agent, for its benefit and the benefit of the Lenders, and reaffirms its prior grant pursuant to the Credit Agreement of, a continuing first priority security interest in and lien on all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of Grantors' trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantors against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantors.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS AND WARRANTIES. Grantors hereby represents and warrants that Schedule I hereto lists all registered Trademark Collateral of Grantors as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantors shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this

Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

9. GOVERNING LAW. This Agreement and the transactions contemplated hereby shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

IBEX GLOBAL SOLUTIONS, INC.,
a Delaware corporation

By: /s/ Robert Dechant

Name: Robert Dechant

Title: Chief Executive Officer

ISKY, LLC,
a Delaware LLC

By: /s/ Jeffrey Cox

Name: Jeffrey Cox

Title: President

Signature Page to Trademark Security Agreement

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: /s/ Jacqueline MacKenzie

Name:

Title:

Signature Page to Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Owner: Ibex Global Solutions, Inc.

Mark	Jurisdiction	Registration Number	Filing or Registration Date	Goods/Services	Status
IBEX GLOBAL	USA	85864063	10/29/2013	Business process outsourcing services in the field of customer contact centers and customer care and support centers (Class 35)	Registered
IBEX GLOBAL	Canada	TMA875367	04/10/2013	Business process outsourcing services in the field of customer contact centers and customer care and support centers	Registered
IBEX GLOBAL	CTM	1199913	06/02/2014	Business process outsourcing services in the field of customer contact centers and customer care and support centers	Registered
IBEX GLOBAL	OAPI	78309; 78798	04/12/2013	Business process outsourcing services in the field of customer contact centers and customer care and support centers	Registered
IBEX GLOBAL	Pakistan	335654	06/03/2013	Business process outsourcing services in the field of customer contact centers and customer care and support centers	Registered
IBEX GLOBAL	Philippines	501326	04/03/2014	Business process outsourcing services in the field of customer contact centers and customer care and support centers	Registered
IBEX.	USA	6062663	08/16/2019	Business process outsourcing services in the field of customer	Registered

				contact centers and customer care and support centers	
IBEX	Philippines	42020001209	01/24/2020	Business process outsourcing services in the field of customer contact centers and customer care and support centers	Registered
IBEX	Pakistan		01/24/20	Business process outsourcing services in the field of customer contact centers and customer care and support centers	Pending

Owner: iSky, Inc.

Mark	Jurisdiction	Registration Number	Filing or Registration Date	Goods/Services	Status
CLEARVIEW	USA	5230123	06/27/2017	Providing temporary use of non-downloadable computer and mobile device software for performance management for purpose of brand management, namely, analyzing, and compiling data for measuring the performance of trademarks and service marks (Class 42)	Registered

List of subsidiaries

ENTITY	COUNTRY	OWNERSHIP %
IBEX GLOBAL LIMITED	Bermuda	100%
Ibex Global Bermuda Ltd	Bermuda	100%
Ibex Global Solutions, Inc.	USA	100%
TRG Customer Solutions (Canada) Inc.	Canada	100%
Digital Globe Services, Inc.	USA	100%
7 Degrees, LLC	USA	100%
Lake Ball LLC	USA	47.5%
TelSat Online, Inc.	USA	100%
iSky, LLC	USA	100%
Ibex Receivable Solutions, Inc.	USA	100%
Ibex Global Solutions Limited	England	100%
TRG Marketing Solutions Limited	England	100%
Ibex Global Europe	Luxembourg	100%
Ibex Global ROHQ	Philippines	100%
Ibex Philippines, Inc.	Philippines	100%
Ibex Global Solutions Philippines, Inc.	Philippines	100%
Ibex Global St. Lucia Limited	St. Lucia	100%
Ibex Global Jamaica Limited	Jamaica	100%
Ibex Global Solutions Nicaragua S.A.	Nicaragua	100%
Virtual World (Private) Limited	Pakistan	100%
Ibex Global Solutions (Private) Limited	Pakistan	100%
Ibex Global Solutions Senegal S.A.	Senegal	100%
Ibex Global Solutions France S.a.r.l.	France	100%
Ibex Global MENA FZE	UAE	100%
Lovercius Consultants Limited	Cyprus	100%
DGS LIMITED	Bermuda	100%
DGS (Private) Limited	Pakistan	100%
DGS Worldwide Marketing Limited	Cyprus	100%

**Certification of the Principal Executive Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Robert Dechant, certify that:

1. I have reviewed this Annual Report on Form 20-F of IBEX Limited (the "Company");
 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 Company as of, and for, the periods presented in this report;
 4. The Company'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) for the for the Company 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 Company, 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 Company'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 Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
 5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company'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 Company'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 Company's internal control over financial reporting.
-

Date: October 13, 2021

By: /s/ Robert Dechant

Name: Robert Dechant
Title: Chief Executive Officer
(Principal Executive Officer)

**Certification of the Principal Financial Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Karl Gabel, certify that:

1. I have reviewed this Annual Report on Form 20-F of IBEX Limited (the "Company");
 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 Company as of, and for, the periods presented in this report;
 4. The Company'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)) for the Company 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 Company, 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 Company'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 Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting; and
 5. The Company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the audit committee of the Company'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 Company'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 Company's internal control over financial reporting.
-

Date: October 13, 2021

/s/ Karl Gabel
Name Karl Gabel
Title: Chief Financial Officer (Principal Financial Officer)

**Certification of the Principal Executive Officer and Principal Financial Officer pursuant to
18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, Robert Dechant, the Chief Executive Officer, and Karl Gabel, the Chief Financial Officer, of IBEX Limited (the "Company"), hereby certify, that, to their knowledge:

- (1) The Company's Annual Report on Form 20-F for the year ended June 30, 2021 (the "Report"), to which this Certification is attached as Exhibit 13.1 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 13, 2021

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

Name /s/ Karl Gabel
Karl Gabel
Title: Chief Financial Officer (Principal Financial Officer)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Ibex Limited
Hamilton, Bermuda

We hereby consent to the incorporation by reference in the Registration Statement on Form S-8 (No. 333-242044) of Ibex Limited, of our report dated October 13, 2021, relating to the consolidated financial statements, which appears in this Annual Report on Form 20-F.

/s/ BDO LLP

BDO LLP
Reading, United Kingdom

October 13, 2021
