

LANGUAGE DISCLAIMER

This version of the draft domination agreement is a translation of the German-language original and has been prepared for the convenience of English-speaking readers. The sole authoritative version of the draft domination agreement has been published with the convening notice for the Company's General Meeting in the Federal Gazette (*Bundesanzeiger*) at www.bundesanzeiger.de.

Domination agreement

between

ZEAL Network SE

with registered office in Hamburg, entered in the commercial register
of the Local Court of Hamburg under HRB 159581

and

Lotto24 AG

with registered office in Hamburg, registered in the commercial register
of the Local Court of Hamburg under HRB 123037

§ 1 Management

- (1) Lotto24 AG places the management of its company under the control of ZEAL Network SE. Accordingly, ZEAL Network SE is authorized to issue general or individual instructions to the Management Board of Lotto24 AG regarding the management of the company. In accordance with sec. 308 AktG, the Management Board of Lotto24 AG is obliged to follow the instructions of ZEAL Network SE. The Management Board of Lotto24 AG remains responsible for the management and representation of Lotto24 AG.
- (2) ZEAL Network SE may not issue instructions to the Management Board of Lotto24 AG to amend, maintain or terminate this agreement.
- (3) Instructions must be issued in text form (sec. 126b BGB).

§ 2 Right to information

- (1) ZEAL Network SE is entitled to inspect all business documents of Lotto24 AG at any time.
- (2) The Management Board of Lotto24 AG is obliged to provide ZEAL Network SE with all requested information on all legal, business or organizational matters of Lotto24 AG at any time.
- (3) Notwithstanding the rights agreed above, Lotto24 AG is obliged to report to ZEAL Network SE on an ongoing basis on business developments, in particular on significant business transactions.

§ 3 Assumption of losses

- (1) ZEAL Network SE is obliged to assume the losses of Lotto24 AG in accordance with sec. 302 AktG, as amended.
- (2) The obligation to assume losses applies for the first time for the fiscal year of Lotto24 AG in which this agreement becomes effective in accordance with § 4 (2). The claim to loss absorption arises at the end of the relevant fiscal year of Lotto24 AG and becomes due at this time.

§ 4 Effective date, duration and termination

- (1) This agreement requires the approval of the general meeting of Lotto24 AG and the general meeting of ZEAL Network SE to take effect.
- (2) This agreement shall take effect upon entry in the commercial register at the registered office of Lotto24 AG. With regard to the obligation to assume losses in accordance with § 3 of this agreement, it shall apply retroactively from the beginning of the fiscal year of Lotto24 AG in which the agreement becomes effective through entry in the commercial register at the registered office of Lotto24 AG.
- (3) The agreement is concluded for an indefinite period and may be terminated by either party with three (3) months' notice to the end of a fiscal year of Lotto24 AG. The date of receipt of the notice of termination by the other party is decisive for compliance with the notice period.
- (4) The right of termination for good cause without observing a notice period remains unaffected. Good cause shall include in particular (i) the sale or transfer of the majority of shares or voting rights in Lotto24 AG, as well as (ii) the merger, demerger or liquidation of ZEAL Network SE or Lotto24 AG.
- (5) Notice of termination must be given in writing.

§ 5 Final provisions

- (1) Should one or more provisions of this agreement be or become invalid or unenforceable or should there be a gap in this agreement, this shall not affect the validity of the remaining provisions of this agreement. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply which, within the scope of what is legally permissible, comes closest to what the contracting parties intended or would have intended according to the meaning and purpose of this agreement had they considered this point. Insofar as this agreement provides for the application of statutory provisions, the relevant statutory provisions as amended from time to time shall apply. In addition, when interpreting this agreement, the VAT requirements for the recognition of a fiscal unity, in particular those of sec. 2 para. 2 no. 2 of the German Value Added Tax Act as amended, shall be observed in the sense that an effective fiscal unity is desired by the contracting parties.
- (2) Amendments and supplements to this agreement must be made in writing to be effective. This also applies in particular to this written form clause. Otherwise, sec. 295 AktG shall apply.
- (3) The exclusive place of jurisdiction is, as far as legally permissible, Hamburg.

Hamburg, _____ 2024

ZEAL Network SE

Dr. Helmut Becker
Director

Sebastian Bielski
Director

Paul Dingwitz
Director

Hamburg, _____ 2024

Lotto24 AG

Andrea Behrendt
Director

Carsten Muth
Director