

LANGUAGE DISCLAIMER

This version of the draft profit and loss transfer 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 profit and loss transfer agreement has been published with the convening notice for the Company's General Meeting in the Federal Gazette (*Bundesanzeiger*) at www.bundesanzeiger.de.

Profit and loss transfer 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 Profit transfer

- (1) Lotto24 AG undertakes to transfer its entire profit to ZEAL Network SE. Subject to the formation or release of reserves in accordance with para. 2, the maximum amount of the profit transfer resulting from sec. 301 AktG, as amended, shall be transferred. If, in the event of future amendments to sec. 301 AktG, the wording of the agreement conflicts with the statutory provision, the latter shall take precedence.
- (2) Lotto24 AG may, with the consent of ZEAL Network SE, transfer amounts from the annual net profit to the retained earnings (sec. 272 para. 3 HGB), insofar as this is permitted under commercial law and, with the exception of the statutory reserves, is economically justified in a reasonable commercial assessment. Other retained earnings formed during the term of this agreement in accordance with sec. 272 para. 3 HGB are to be released at the request of ZEAL Network SE, insofar as legally permissible, and transferred as profit in accordance with the requirements of sec. 301 AktG, as amended. The transfer of amounts from the release of capital reserves formed before or during the term of this agreement within the meaning of sec. 272 para. 2 HGB or from the release of pre-contractual profit carryforwards or pre-contractual retained earnings within the meaning of sec. 272 para. 3 HGB is excluded.
- (3) The obligation to transfer profits shall apply for the first time to the entire profit of the fiscal year of Lotto24 AG in which this agreement becomes effective in accordance with § 4 (2). The claim to profit transfer arises at the end of the relevant fiscal year of Lotto24 AG and becomes due at this time.

§ 2 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).

§ 3 Payments on account

- (1) ZEAL Network SE may demand advance payments on the profit expected to be transferred, insofar as an advance distribution of the expected annual profit to the shareholders of Lotto24 AG would be permissible without the existence of this agreement, provided there are no mandatory requirements to the contrary and the liquidity of Lotto24 AG permits such advance payments.
- (2) Lotto24 AG may demand advance payments on the anticipated net loss for the year to be offset, insofar as this is legally permissible and Lotto24 AG requires such advance payments in consideration of its liquidity based on a reasonable commercial assessment.
- (3) Payments on account pursuant to § 3 (1) and § 3 (2) are non-interest-bearing. Accordingly, payments on account made in the course of the year shall be credited against the profit to be transferred at the end of the financial year or the net loss for the year to be offset without additional interest. Any overpayments by Lotto24 AG shall be treated as interest-bearing loans granted by Lotto24 AG to ZEAL Network SE. Any overpayments by ZEAL Network SE shall be treated as interest-bearing loans granted by ZEAL Network SE to Lotto24 AG. All other provisions of this agreement shall remain unaffected.

§ 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 and shall then apply retroactively from the beginning of the fiscal year of Lotto24 AG in progress at the time of entry of this agreement in the commercial register.
- (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, subject to sentence 3 below. The date of receipt of the notice of termination by the other party is decisive for compliance with the notice period. The agreement may be terminated for the first time with effect from the end of the fiscal year of Lotto24 AG that ends at least five (5) years after the beginning of the fiscal year of Lotto24 AG for which the agreement first takes effect in accordance with para. 2 above, but at the earliest at the end of the fiscal year of Lotto24 AG after the end of which the minimum tax term of a profit and loss transfer agreement required pursuant to sec. 14 para. 1 sentence 1 no. 3 KStG, sec. 2 para. 2 sentence 2 GewStG, as amended, for the recognition of a consolidated tax group for corporate income tax and trade tax purposes has been fulfilled (according to the current legal situation, five (5) years (60 months) calculated from the beginning (00:00 hours) of the fiscal year of Lotto24 AG in which this agreement has taken effect by entry in the commercial register of Lotto24 AG („**Minimum Term**”). If the fiscal year of Lotto24 AG is changed before the expiry of the Minimum Term, the Minimum Term shall be extended by the duration of the respective short fiscal year resulting from a change in the fiscal year, without the need for a separate declaration.
- (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, (ii) the merger, demerger or liquidation of ZEAL Network SE or Lotto24 AG and (iii) any other good cause within the meaning of R 14.5 para. 6 KStR 2022 or any other corresponding general administrative regulation applicable at the time of termination of this agreement.
- (5) Notice of termination must be given in writing.

(6) If the effectiveness of this agreement or its proper execution is not or not fully recognized for tax purposes, the parties agree that the minimum term shall not begin until the first day of the fiscal year of Lotto24 AG for which the conditions for tax recognition of its effectiveness or its proper execution are met for the first time or for the first time again.

§ 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, the income tax requirements for the recognition of a consolidated tax group, in particular those of sec. 14-19 of the German Corporation Tax Act (*Körperschaftsteuergesetz*), as amended, shall be observed when interpreting this agreement.
- (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