



Eurojackpot

Letter of Intent
Third Wave

1. The Eurojackpot partnership is a simple partnership according to Swiss law which has been established by several European lottery companies in order to promote and implement the coordinated lottery Eurojackpot, The Eurojackpot partnership is governed by a Contract Pooling Eurojackpot dated June 7, 2011, as amended or revised from time to time (the "Contract"). The undersigned lottery company (the Interested Party") is interested in joining the Eurojackpot partnership as a new party.
2. This letter confirms the mutual intention of the Eurojackpot partnership and the Interested Party (together the "Parties") to enter into good faith negotiations with a view to admit the Interested Party as a new party of the Eurojackpot partnership in the fourth quarter of 2014 (04.10.2014).
3. Before a possible joining of the Eurojackpot partnership, the Interested Party has to fulfil the following requirements provided in § 20 of the Contract:
 - a) Submitting a written application to the Executive Committee of the Eurojackpot Partnership in which the targeted date of joining the Eurojackpot partnership is specified (the "Targeted Accession Date"). The application has to be submitted at least seven months before the Targeted Accession Date. The Eurojackpot Partnership shall provide the Interested Party with the draft of an application letter and shall inform it about a suitable accession date.
 - b) Paying its share of the *initial costs* and the *investment costs* and an *entrance fee* to the existing parties of the Eurojackpot partnership.

The *initial costs* are the costs of the project for the introduction of the coordinated lottery Eurojackpot in the total amount of 1.155.086,95 Euro. The Interested Party shall pay its share of these costs according to the following allocation formula:

Each party to the Contract or former project member bears 2% of the initial costs and the remainder of the initial costs shall be shared in proportion to the number of inhabitants of the individual party's or former project members' country (based on EUROSTAT 2009).

The *investment costs* are those costs (except for running costs, replacements and repairs) which have been borne by the existing parties to the Contract during the time period from the signing of the Contract until the date on which the Interested Party joins the Eurojackpot partnership. The costs of each investment are reduced by a depreciation of 10% per year. The investment costs (reduced by depreciation) will amount to approximately 642.968,09 Euro (based on the assumption that the Interested Party joins the Eurojackpot with effect of 04.10.2014). The Interested Party's share in these costs is calculated on basis of the following allocation formula:

50% of the costs shall be divided equally among the parties. The remaining costs shall be shared by the parties in proportion to their respective inhabitants.

The *entrance fee* is a compensation for the risks borne by the existing parties of the Eurojackpot partnership in connection with bringing Eurojackpot into the market. This compensation is calculated as follows: The amount of 20 million Euros shall be divided by the total number of inhabitants of all countries in which the existing parties and the Interested Party shall operate the game Eurojackpot and the result shall be multiplied with the total number of inhabitants of the country or countries in which the Interested Party intends to operate the game Eurojackpot after it has joined the Eurojackpot partnership.

A provisional calculation of the Interested Party's share in the initial costs and the investment costs and of the Interested Party's entrance fee, based on the assumption that all currently interested parties will join the Eurojackpot partnership, is attached to this letter of intent as annex 1.

- c) Presenting a copy of its licence for the operation of the coordinated game Eurojackpot. The licence has to be accompanied by a translation into the English language.
 - d) Presenting its WLA-SCS certification.
 - e) Passing the integration and certification tests required under the Contract. The Eurojackpot Cooperation shall provide the Interested Party after the signing of the letter of intent with a description of these tests.
 - f) Providing security in the amount of 25% (unless otherwise defined by the Executive Committee) of the estimated stakes of one week by a deposit on an escrow account in accordance with §8 (12) of the Contract and the delivery of a guarantee in accordance with § 8 (15) of the Contract. The Eurojackpot partnership shall provide the Interested Party with the draft of this guarantee and the guarantee amount.
4. The Interested Party has further to participate successfully in the rehearsals under real-time conditions.
5. All interested parties have to share among each other all costs of the project regarding the integration of the Eurojackpot members of the "third wave" (in particular, but not limited to, the costs of any tests/rehearsal and any organisational costs). These costs are estimated to amount to 218.680 Euro (based on the assumption that the project will have a duration of 12 months - a longer project duration could, inter alia, increase costs). One half of these costs shall be divided equally among the interested parties, the other half shall be shared in proportion to the inhabitants of each interested party. The Interested Party undertakes to pay its share in these costs to the Eurojackpot partnership. A provisional calculation of the Interested Party's share in these costs is set out in annex 1. The Interested Party's share in the costs of the project becomes due after the project has ended or if the Interested Party is no longer part of the project. For the avoidance of doubt, in case the Interested Party is no longer

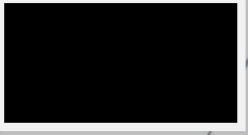
part of the project (in particular if the Interested Party leaves the project before it has ended) the Interested Party shall pay its share in only those costs of the project which have been caused during the time the Interested Party was part of the project.

6. The Interested Party acknowledges that the final decision about the admittance of any interested party which has fulfilled the above contractual requirements is made by the General Meeting of the Eurojackpot partnership.
7. The Interested Party shall provide the Eurojackpot partnership with its estimation of the turnover which it expects to generate in its territory with Eurojackpot per inhabitant per year. The Interested Party shall further provide the Eurojackpot partnership with a detailed timetable for the implementation of the necessary technical infrastructure in its entity according to the specifications of the Eurojackpot partnership.
8. The Interested Party shall treat any data, documents and other information with respect to the coordinated lottery Eurojackpot and/or the parties of the Eurojackpot partnership which it has received or shall receive from the Eurojackpot partnership, any of its members or any other person acting on their behalf (the "Confidential Information") confidential. In particular, the Interested Party shall without prior consent not disburse Confidential Information to any third party (except to its gaming activities supervisory authority as far as necessary to obtain the necessary licence) and shall use the Confidential Information only for the evaluation or execution of a possible joining of the Eurojackpot partnership.
9. Except for sections 5 and 8 above and sections 10 and 11 below, which sections are binding on the Parties, this letter of intent does not create any binding obligation on the part of any Party. This letter of intent and the negotiations between the Parties shall not create any binding obligation of the Eurojackpot partnership or its partners to admit the Interested Party to the Eurojackpot partnership.
10. This letter of intent shall be governed by and construed in accordance with the laws of Switzerland.
11. All disputes arising out of or in connection with this letter of intent shall be finally settled under the Swiss Rules of International Arbitration of the Swiss Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with these rules. The arbitration shall take place in Zurich. The arbitration shall be conducted in the English language. The verdict of the arbitration shall be final and binding on all Parties.

Münster, 16/10/13
Place, Date


Chairman of the Executive Committee
of the Eurojackpot partnership

BRATISLAVA, 26.9.2013
Place, Date


Interested Party
PhDr. LADISLAV KRÍŠKA
CEO
TIPOS, NÁRODNÁ LOTERIOVÁ SPOLOČNOSŤ, a.s.