

CALL RIGHTS AGREEMENT

THIS AGREEMENT made as of the 25th day of January, 2017.

BETWEEN:

Jackpotjoy plc, a company incorporated under the laws of England and Wales (“**Jackpotjoy**”)

and

Intertain CallCo ULC, an unlimited liability company incorporated under the laws of the Province of Nova Scotia (“**CallCo**”)

and

The Intertain Group Limited, a corporation amalgamated under the laws of the Province of Ontario (“**AmalCo**”)

RECITALS:

- A. On August 17, 2016 Jackpotjoy, Intertain, Intertain Holdings Inc., CallCo, ExchangeCo and JerseyCo entered into the Arrangement Agreement.
- B. Pursuant to the Plan of Arrangement contemplated by the Arrangement Agreement, Intertain, Intertain Holdings Inc. and ExchangeCo amalgamated and continued as AmalCo.
- C. In connection with the Arrangement Agreement, following such amalgamation and coincident with the entering into of this Agreement, AmalCo has issued Exchangeable Shares to certain former holders of common shares of Intertain pursuant to the Plan of Arrangement contemplated by the Arrangement Agreement.
- D. Under the Plan of Arrangement and the rights, privileges, restrictions and conditions attaching to the Exchangeable Shares as set out in the articles of AmalCo (the “**Exchangeable Share Provisions**”), CallCo has been granted certain rights to acquire Exchangeable Shares, including pursuant to the Liquidation Call Right, the Redemption Call Right and the Retraction Call Right (collectively, the “**Call Rights**”).
- E. CallCo wishes to at all times exercise its Call Rights, subject to the terms and conditions specified herein.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and C\$1.00 (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

1.1 Defined Terms

“**Agreement**” means this Call Rights Agreement, including all recitals and schedules, as it may be amended, supplemented and/or restated in accordance with its terms. Capitalized terms and the term “**affiliate**” used and not otherwise defined in this Agreement have the respective meanings given in the Exchangeable Share Provisions,

and the term “**Exchangeable Shares**” has the meaning given in the Voting and Exchange Trust Agreement.

1.2 CallCo Agreement

At all times while Exchangeable Shares not owned by Jackpotjoy or its affiliates are outstanding, on each occasion when a Call Right arises in respect of one or more Exchangeable Shares, CallCo hereby undertakes to exercise the Call Rights, including on a redemption or retraction of Exchangeable Shares, and on a liquidation, dissolution or winding-up of AmalCo (but subject to the sale and purchase contemplated by the Automatic Exchange Right), in each case pursuant to the Plan of Arrangement, the Voting and Exchange Trust Agreement or the Exchangeable Share Provisions (as the case may be), and CallCo shall perform all of its obligations related to the exercise of its Call Rights in accordance with the terms of the Plan of Arrangement, the Voting and Exchange Trust Agreement or the Exchangeable Share Provisions, as applicable. For greater certainty, the foregoing obligation of CallCo shall apply even if CallCo fails within the relevant time period, or at all, to provide notice of its intention to exercise the relevant Call Right. The obligation of CallCo contained in this Agreement to exercise its Call Rights is subject to all applicable laws and regulatory and stock exchange requirements. For greater certainty, CallCo shall not issue or deliver any Jackpotjoy Shares to a U.S. Holder of Exchangeable Shares and will arrange to satisfy its obligation to pay the Current Market Price of a Jackpotjoy Share to such U.S. Holder by a payment in cash in an amount equal to the Jackpotjoy Share Cash Equivalent.

1.3 Assignment

No party shall assign its rights or transfer its obligations hereunder without the prior written consent of the other party.

1.4 Enurement

This Agreement shall be binding upon and enure to the benefit of the parties and their successors and permitted assigns.

1.5 Amendment

This Agreement shall not be varied or amended by oral agreement or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each party.

1.6 Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.7 Attornment

Each of the parties hereto agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of Ontario, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the jurisdiction of the said courts in any such action or proceeding, agrees to be bound by any judgment of the said courts and not to seek, and hereby waives, any review of the merits of any such judgment by the courts of any other jurisdiction.

1.8 Counterpart Execution

This Agreement may be executed in counterparts and delivered by means of facsimile or portable document format (PDF), each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

JACKPOTJOY PLC

By: (signed) "Andrew McIver"
Name: Andrew McIver
Title: Chief Executive Officer

INTERTAIN CALLCO ULC

By: (signed) "Keith Laslop"
Name: Keith Laslop
Title: President & Secretary

THE INTERTAIN GROUP LIMITED

By: (signed) "Andrew McIver"
Name: Andrew McIver
Title: President & Chief Executive Officer