

**PURSUANT TO PART 1 OF SCHEDULE 17 TO THE CRIME AND COURTS ACT 2013 AND
RULE 11.3 OF THE CRIMINAL PROCEDURE RULES**



REX

-v-

ENTAIN PLC

DEFERRED PROSECUTION AGREEMENT

A - Parties to the DPA

1. This deferred prosecution agreement (“**DPA**”) is an agreement made pursuant to Part 1 of Schedule 17 Crime and Courts Act 2013 between:
 - 1.1. the Director of Public Prosecutions in his capacity as the head of the Crown Prosecution Service (“**CPS**”) – a designated prosecutor – for and on behalf of the CPS; and
 - 1.2. Entain plc (“**Entain**”), incorporated in the Isle of Man under registered number 4685V (previously known as GVC Holdings Plc until December 2020), acting by its undersigned representative pursuant to authority granted by Entain’s Board of Directors.

B - Term

2. This DPA is effective for the period beginning on the day the Court makes a declaration pursuant to paragraph 8(1) and (3) of Schedule 17 Crime and Courts Act 2013 (the “**Paragraph 8 Declaration**”) and, unless terminated for breach earlier pursuant to paragraph 9 of Schedule 17 Crime and Courts Act 2013, ending on the day four (4) years from the day the Court makes the Paragraph 8 Declaration (the “**Term**”).

C - Admissions

3. The CPS will prefer a draft indictment (numbered [TBC]) containing four (4) counts contrary to section 7 Bribery Act 2010 (the “**Indictment**”).

4. A Statement of Facts has been produced for the purposes of paragraph 5(1) of Schedule 17 Crime and Courts Act 2013. Entain agrees that the Statement of Facts is true and accurate to the best of its knowledge and belief.
5. In the event that it becomes necessary for the CPS to reinstitute the prosecution that is deferred by this DPA, the Statement of Facts will be treated as an admission by Entain of the facts stated therein under section 10 Criminal Justice Act 1967 for the alleged offences contained in the Indictment.

D - Deferred Prosecution and Effect on Court Proceedings

6. In consideration of:
 - 6.1. Entain's agreement to pay a financial penalty and disgorgement of profit totalling £585 million;
 - 6.2. Entain's agreement to pay HM Revenue & Customs' ("HMRC") and the CPS's costs in an amount of £10 million;
 - 6.3. Entain's agreement to make a charitable payment of £20 million; and
 - 6.4. Entain's agreement to comply with its other obligations under this DPA,

the CPS agrees that the Indictment shall, on being preferred, immediately be suspended for the Term.
7. The suspension of the proceedings may only be lifted on an application to the Crown Court by the CPS, and no such application may be made at any time while this DPA is in force.
8. At any time while the proceedings are suspended, no other person may prosecute Entain for the conduct which is the subject of the Indictment.
9. The CPS agrees that if Entain complies with its obligations under this DPA, the CPS will not continue the prosecution against Entain upon the Indictment. At the conclusion of the Term, the

DPA will expire and, within 30 days of the expiry of the DPA, the CPS will give notice to the Court and to Entain that the proceedings under the Indictment have been discontinued.

10. After the expiry of the DPA, the CPS may institute fresh proceedings if the CPS believes that, during the course of negotiations for the DPA, Entain provided inaccurate, misleading or incomplete information to the CPS and Entain knew, or ought to have known, that the information was inaccurate, misleading or incomplete.

E - Co-operation

11. At the reasonable request of the CPS, Entain shall co-operate fully and in good faith with the CPS and, as reasonably directed by the CPS, any other domestic agency or authority in any and all matters relating to the conduct that is the subject of the Indictment or otherwise described in the Statement of Facts.
12. Entain shall enter into a memorandum of understanding with the CPS and HMRC for the retention and production of material and / or information for the purposes of any criminal proceedings that may be brought against any person in connection with the conduct that is the subject of the Indictment or the Statement of Facts (the “**Memorandum of Understanding – Co-operation**”).
13. Nothing in clauses 11-12 is intended to derogate from Entain's right to raise any defence or assert any affirmative claim in civil, regulatory and/or criminal proceedings in any other forum or jurisdiction in relation to the matters set out in the Indictment or the Statement of Facts.

F - Charitable Payment

14. Entain agrees to make a charitable payment of £20 million. The charitable payment is to be made in instalments over the Term of this DPA in accordance with a memorandum of understanding (the “**Memorandum of Understanding – Charitable Payment**”) to be entered into between Entain and the CPS.

G - Disgorgement of Profits

15. The CPS and Entain agree that Entain will disgorge the amount of £120 million (the “**disgorgement amount**”) and pay this amount to the Crown Prosecution Service. The payment of the disgorgement amount is final and shall not be refunded.
16. The CPS and Entain agree that the disgorgement amount operates so as to remove the profit derived from the alleged offences described in the Indictment and Statement of Facts.
17. Entain will pay the disgorgement amount in accordance with the payment schedule detailed in Annex A to this DPA. Failure to pay the disgorgement amount in accordance with the payment schedule will constitute a breach of this DPA.
18. At the sole discretion of the CPS, late payment of the disgorgement amount by up to 30 days will not constitute a breach of this DPA but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court.
19. The CPS shall not be precluded from arguing in any future prosecution that the Court should impose a higher disgorgement amount.
20. Entain acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of any part of the disgorgement amount.

H - Payment of a Financial Penalty

21. The CPS and Entain agree that Entain will pay a financial penalty of £465 million (the “**financial penalty**”) to the Crown Prosecution Service. The financial penalty is final and shall not be refunded.
22. Entain will pay the financial penalty in accordance with the payment schedule detailed in Annex A to this DPA. Failure to pay the financial penalty in accordance with the payment schedule will constitute a breach of this DPA.

23. At the sole discretion of the CPS, late payment of the financial penalty by up to 30 days will not constitute a breach of this DPA but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court.
24. The CPS shall not be precluded from arguing in any future prosecution that the Court should impose a higher financial penalty.
25. Entain agrees that no tax deduction will be sought in the United Kingdom or elsewhere in connection with the payment of any part of the financial penalty.

I - Costs

26. The CPS and Entain agree that Entain will pay costs in an amount of £10 million (“Costs”) to the Crown Prosecution Service. The payment of Costs is final and shall not be refunded.
27. Entain will pay the Costs within 60 days of the date of the Paragraph 8 Declaration. Failure to pay the Costs within that timeframe will constitute a breach of this DPA.
28. At the sole discretion of the CPS, late payment of Costs by up to 30 days will not constitute a breach of this DPA but will be subject to interest at the prevailing rate applicable to judgment debts in the High Court.
29. The CPS shall not be precluded from arguing in any future prosecution that the Court should impose a higher costs order.
30. Entain acknowledges that no tax deduction may be sought in the United Kingdom or elsewhere in connection with the payment of the Costs.

J - Corporate Compliance

31. Entain confirms, and the CPS acknowledges, that Entain has introduced significant enhancements to its ethics & compliance programme (“**E&C Programme**”), including to strengthen its internal controls, policies, and procedures regarding compliance with the Bribery Act 2010 and other applicable anti-corruption (“**ABC**”) laws. Entain has also substantially implemented the

recommendations of external group-wide compliance reviews conducted since December 2020, including in areas such as ABC, anti-facilitation of tax evasion, anti-money laundering, counter-terrorist financing and payment processing and affiliate controls. Entain has, subsequent to the announcement of its new Sustainability Charter in November 2020, exited approximately 160 markets. Of those, approximately 140 were exited where there was no clear path to regulation.

32. Subject to clause 33, Entain shall exit all gambling markets in which it is currently operating and which markets are not yet subject to gambling regulation (each such market being a “**Regulating Market**”) by the date 12 months after the Paragraph 8 Declaration (the “**Exit Date**”). For the avoidance of doubt, those markets are identified in Annex B to this DPA. Further, Entain confirms that it is not operating in, or offering gambling services in, any market (other than the Regulating Markets) where gambling is not currently lawful as a matter of local or EU law.
33. If Entain considers that, for reasons specific to that Regulating Market, the process of gambling regulation has not yet been completed but that there are reasonable grounds to consider that the process of regulation will be completed within a reasonable time of the Exit Date (and in any event not more than 12 months following the Exit Date), Entain may request from the CPS an extension to the Exit Date in respect of that Regulating Market.
34. During the Term of this DPA, Entain will at its own expense:
 - 34.1. take all reasonable steps to implement revisions to its E&C Programme where required, including to those processes intended to address conduct that is the subject of the Indictment and / or which is described in the Statement of Facts;
 - 34.2. provide the CPS with an update in respect of its commitment to exit any Regulating Markets on the first business day of each calendar quarter following the date of the Paragraph 8 Declaration;
 - 34.3. following the Exit Date (as that date shall be determined pursuant to clauses 32 and 33 above), in respect of any Regulating Market exited pursuant to clauses 32 or 33 above in which there is residual business, provide the CPS with an update in respect of the process for closing out that residual business, any such updates to be provided on the first business day of each calendar quarter following the Exit Date for that market;

- 34.4. commission an external compliance review to be conducted by PwC (the terms of reference for which will be agreed with the CPS) and share a copy of the report of that review (the “**PwC Report**”) with the CPS;
- 34.5. within the period of 12 months following the date of the PwC Report, report to the CPS on the implementation of the recommendations set out in the PwC Report;
- 34.6. at the reasonable request of the CPS, such request to be made within six months of receipt of the implementation update at clause 34.5, commission a follow-up external review (on equivalent terms of reference) and share a copy of the report of that follow-up review with the CPS; and
- 34.7. permit PwC and the external reviewer conducting the follow-up review access to any such material as may be reasonably required to undertake their review.
35. At the reasonable request of the CPS, Entain will co-operate with the CPS and, as reasonably directed by the CPS, any other domestic licensing or regulatory body in any and all matters relating to its E&C Programme and will respond to any reasonable request from the CPS for further information relating to such obligations within 28 days of such a request (or such longer timeframe as may be agreed between Entain and the CPS).
36. The ultimate responsibility for identifying, assessing and addressing compliance risks remains with the Board of Directors of Entain.
37. Implementation of additional controls, policies and procedures shall not be construed in any future proceedings as providing an automatic statutory defence, immunity or amnesty in respect of conduct occurring subsequent to their implementation. Nothing in this clause 37 is intended to derogate from Entain's rights to raise that implementation as part of any defence, or for it to assert any affirmative claim, in civil, regulatory and/or criminal proceedings.

K - Reporting

38. Should Entain's Group Ethics & Compliance Director, in consultation with Entain's Group General Counsel and Entain's external legal advisers, determine that there is a reasonable basis on which to conclude that Entain is exposed to potential corporate criminal liability under the Proceeds of Crime Act 2002, the Fraud Act 2006, the Bribery Act 2010 and/or the Criminal Finances Act 2017, Entain's Group General Counsel shall (within a reasonable time) report such a determination to the CPS, provided there would be no prohibition from doing so by law or regulation. Nothing in this clause 38 is intended to waive or require a waiver of a valid assertion of legal professional privilege by Entain.

L - Breach of the DPA

39. In the event that the CPS believes that Entain has failed to comply with any of the terms of the DPA, the CPS agrees to provide Entain with written notice of such alleged failure prior to making an application to the Court under paragraph 9 of Schedule 17 Crime and Courts Act 2013 in respect of such alleged failure. Entain shall, within 28 days of receiving such notice, have the opportunity to respond to the CPS in writing to explain the nature and circumstances of the alleged failure, as well as the actions Entain has taken to address and remedy the situation. The CPS will consider the explanation in deciding whether to make an application to the Court.

40. If, following receipt of Entain's response as set out at clause 39 above, the CPS considers that it has been unable to secure a satisfactory outcome, the CPS may make an application to the Court for a finding that Entain is in breach of the term(s) alleged. In the event that the Court terminates the DPA, the CPS may make an application for the lifting of the suspension of the Indictment and thereby reinstitute the proceedings against Entain.

M - Sale or Transfer of the Entain Business

41. Entain agrees that in the event that, during the Term, it is to dispose (by sale, transfer or otherwise) of all or substantially all of its business operations (as they exist at the date of the Paragraph 8 Declaration), it shall notify the CPS in advance.

42. Prior to the completion of such a disposal (as set out at clause 41), the CPS shall be entitled to require Entain to obtain a binding undertaking from the purchaser or transferee entity (including,

if required, an undertaking from the purchaser or transferee to the CPS) that, following the completion of the disposal, the disposed business operations (as they exist at the date of the Paragraph 8 Declaration) will continue to comply with the obligations in this DPA. Failure to procure a binding undertaking from the purchaser or transferee entity where reasonably required will constitute a breach of this DPA.

N - Public Statements

43. Entain agrees that it shall not make (and it shall not authorise its present or future lawyers, directors, officers, employees, agents, its subsidiaries or shareholders or any other person authorised to speak on Entain's behalf to make) any public statement contradicting the matters described in the Statement of Facts.
44. If the CPS determines that a public statement by Entain or by any person it believes to be authorised by Entain contradicts in whole or in part a matter described in the Statement of Facts, the CPS shall so notify Entain. If Entain publicly repudiates such statement(s) within five (5) business days after notification by the CPS, no breach of this DPA will have occurred. If Entain does not so publicly repudiate such statement(s) within that timeframe, the CPS may act in accordance with clauses 39 and 40 above. This clause 44 does not apply to any statement made by any present or former director, officer, employee or agent of Entain in the course of any criminal, civil or regulatory proceedings instituted against or by that person. Nothing in this clause is intended to derogate from Entain's right to raise any defence or assert any affirmative claim in criminal, civil and/or regulatory proceedings in England and Wales or other jurisdictions, provided that such defence and/or claim does not contradict, in whole or in part, a statement contained in the Statement of Facts.

O – Warranty

45. Entain warrants that:
- 45.1. the information provided to the CPS throughout the DPA negotiations and upon which the DPA is based does not knowingly contain inaccurate, misleading or incomplete information relevant to the conduct Entain has disclosed to the CPS; and

45.2. it will notify the CPS and provide where requested any documentation or other material that its directors and / or its Group General Counsel become aware of during the Term which have not yet been disclosed to HMRC and / or the CPS and which it knows or suspects are or would have been of material relevance to the offences particularised in the Indictment.

P - Notice

46. Any notice under this DPA shall only be effective if it is in writing (which shall include email).

47. Relevant addresses for the purposes of clause 46 (provided that a party may change its notice details on giving notice to the other party of the change in accordance with this clause 47) are:

47.1. Crown Prosecution Service: Caroline Dorman, CPS Serious Economic Organised Crime and International Directorate (SEOCID), 5th Floor, Sunlight House, Quay Street, Manchester, M3 3LU. DX Manchester 53 744373. E-mail: [REDACTED];

47.2. Entain plc: Group General Counsel, Entain plc, 25 Charterhouse Square, Barbican, London, EC1M 6AE. Email: [REDACTED].

48. Any notice given under this DPA after 4.00 p.m. on a business day shall be deemed to have been given on the following business day.

Q - Scope and Effect of DPA

49. This DPA is binding on Entain, the CPS and HMRC but does not bind any other emanation of the UK Government or any other authorities.

50. This DPA brings to a close the HMRC investigation into Entain, and any entities owned or controlled by Entain as at the date of the Paragraph 8 Declaration, for the matters which are the subject of the Indictment and the Statement of Facts.

51. The terms of the DPA do not provide any protection against the prosecution of:

51.1. Entain for conduct not disclosed to HMRC and / or the CPS prior to the date on which the DPA comes into force;

51.2. Entain for any future criminal conduct committed by Entain; or

51.3. any present or former director, officer, employee or agent of Entain.

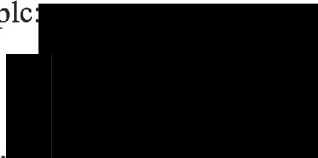
52. Provided there is no breach of any term of this DPA, HMRC and the CPS do not intend to conduct any further investigation or prosecution of Entain or any company owned or controlled by Entain as at the date of the Paragraph 8 Declaration for the matters disclosed to them in the course of the investigation or DPA negotiations prior to the date of this DPA.

R - Complete Agreement

53. This DPA and its Appendices set forth all the terms of the DPA between Entain and the CPS. No amendments, modifications or additions to this DPA shall be valid unless they are in writing and signed by the CPS and a duly authorised representative of Entain, and, where required under the Deferred Prosecution Agreements Code of Practice or statute, approved by the Court.

Agreed

For Entain plc:

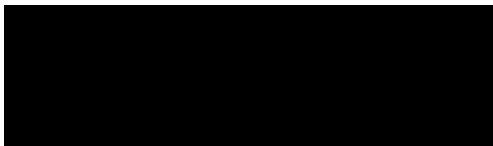


Name: Simon Zinger

Position: Group General Counsel

Dated 5th day of Dec 2023

For the Crown Prosecution Service:



Name: Stephen Parkinson

Position: Director of Public Prosecutions

Dated 29 day of November 2023

ANNEX A

PAYMENT SCHEDULE

Entain is to pay the financial penalty and disgorgement (which sum to £585 million) in 48 equal monthly instalments of £12,187,500.00 with the first instalment to be paid within 30 days of the Paragraph 8 Declaration and each subsequent instalment to be paid on or by the final business day of each calendar month thereafter.

ANNEX B
REGULATING MARKETS

1. For the purposes of clauses 32 and 33, the "Regulating Markets" are as follows:
 - 1.1. Brazil;
 - 1.2. Chile;
 - 1.3. Peru;
 - 1.4. Mexico;
2. As regards clause 32, in respect of Entain's gambling operations, or the offering by Entain of gambling services, in markets other than the Regulating Markets, Entain confirms the following matters in respect of markets within the European Union (the "EU"):
 - 2.1. Whilst there is no sector specific EU legislation in the field of online gambling services, EU countries are bound to act subject to the fundamental freedoms established under the Treaty on the Functioning of the European Union ("TFEU"), as interpreted by the Court of Justice of the EU. The fundamental freedoms under the TFEU include the freedom to provide services or operate a business in another EU country.
 - 2.2. EU countries are bound to act in accordance with other relevant legislation including provisions for Anti Money Laundering and Consumer Protection, as well as increasing measures to ensure safety and security of online content provision.
 - 2.3. There is on-going work by the European Commission to support EU countries efforts to modernise their national online gambling frameworks and in particular to improve administrative cooperation between gambling regulatory authorities.
 - 2.4. Within the EU there are a range of systems of licensing applicable to online gaming and gambling operators, however it is relevant to note that:
 - 2.4.1. in Austria, a state monopoly exists in relation to the provision of online gaming services. Entain considers this position to be contrary to EU law and the fundamental freedoms under the TFEU. As a consequence, Entain's online gaming operations in Austria are currently unlicensed as a matter of Austrian law but may be considered lawful as a matter of EU law;
 - 2.4.2. in Finland, a state monopoly exists in relation to the provision of online gambling and gaming services. Entain considers this position to be contrary to EU law and the fundamental freedoms under the TFEU. As a consequence, Entain's online gambling and gaming operations in Finland are currently unlicensed as a matter of Finnish law

but may be considered lawful as a matter of EU law. Finland has committed to liberalise its state monopoly in 2026.

3. Entain will continue to update the CPS should the position change materially in relation to any of the matters described above.