

MUTUAL CONFIDENTIALITY AGREEMENT

AGREEMENT dated 17 October 2012

PARTIES:

- (1) **Sportingbet Plc**, a company incorporated under company number 3534726 under the laws of England and Wales whose registered office is at 4th Floor, 45 Moorfields, London, EC2Y 9AE, England, and any of its Group companies ("**Sportingbet**");
- (2) **William Hill Plc** a company incorporated under company number 4212563 under the laws of England and Wales whose registered office is at Greenside House, 50 Station Road, Wood Green, London N22 7TP and any of its Group companies ("**WH**"); and
- (3) GVC Holdings PLC a company incorporated under company number 4685V under the laws of the Isle of Man whose registered office is at Milbourn House, St Georges Street, Douglas, Ilse of Man IM1 AJ ("**GVC**"), (WH and GVC together being the "**Partners**").

WHEREAS each party is interested in receiving certain information relating to the business carried on by the other party for the purpose of exploring a potential offer for the whole of the issued share capital of Sportingbet (the "**Purpose**"). This Agreement is intended to protect a party from unauthorised disclosure or use of its Confidential Information by the respective other party.

1. In this Agreement:

1.1 "**Confidential Information**" shall mean:

- (a) all information of whatever nature relating to the Purpose disclosed or to be disclosed to the Recipient by the Disclosing Party or on its behalf whether orally or in writing;
- (b) all other information of whatever nature relating to the business of the Disclosing Party which might be disclosed by the Recipient during the course of the Disclosing Party disclosing information relating to the Purpose;
- (c) all notes, reports, analyses and reviews prepared by the Recipient or on its behalf reflecting such information;

PROVIDED THAT the expression "**Confidential Information**" shall not include any such information which:-

- (i) at the time of its disclosure to the Recipient is in the public domain;
- (ii) after its disclosure to the Recipient, comes into the public domain for any reason except through breach by the Recipient of its obligations to the Disclosing Party under this Agreement;
- (iii) the Recipient can demonstrate was lawfully in the Recipient's possession prior to the disclosure to the Recipient by the Disclosing Party;
- (iv) is hereafter received by the Recipient from a third party who (to the best of the Recipient's knowledge upon reasonable enquiry in each circumstance) owes no obligation of confidence to the Disclosing Party in relation to the information in question;
- (v) is trivial or obvious or otherwise clearly of a non-confidential nature or relates to the fact that negotiations or discussions are taking place or the proposed terms, conditions or other facts relating to the Purpose; and/or
- (vi) is required to be disclosed by an applicable law or order of a court of competent jurisdiction or stock exchange or government department or agency or other regulatory authority to which the Recipient is subject to, whether or not having the

force to law, provided that any such disclosure shall only be the minimum required to be so disclosed and provided further that prior to such disclosure the Recipient shall, so far as is reasonably practicable, consult the Disclosing Party (which shall respond within such reasonable period) as to the proposed form, timing, nature and purpose of the disclosure.

- 1.2 **"Group"** shall mean, in relation to a company, that company and any company which is a holding company of that company or a subsidiary of that company or of such holding company; and
- 1.3 **"Recipient"** and **"Disclosing Party"** shall mean both Sportingbet and the Partners in each capacity as appropriate.
- 1.4 Notwithstanding the provisions of this agreement, the parties acknowledge that WH and GVC have their own confidentiality arrangements in place and that this agreement will not relate to information on either of GVC or WH disclosed to the other.
2. **NOW IN CONSIDERATION** of Sportingbet disclosing Confidential Information to the Partners on one hand, and the Partners disclosing Confidential Information to Sportingbet and Sportingbet and the Partners agreeing to enter into discussions with the other, and in consideration of Sportingbet and the Partners giving the undertakings set out in this Agreement the parties hereto agree and undertake as follows that:
 - 2.1 the Recipient shall keep the Confidential Information strictly confidential and will keep in safe custody all documentation and other papers and all disks, tapes and other media recording or storing the Confidential Information and will not, without the Disclosing Party's previous written consent, divulge the Confidential Information to any other person, firm or company (except as provided in clause 2.2 below);
 - 2.2 the Recipient shall be entitled to disclose the Confidential Information to those of its directors, officers, senior employees, financing providers and professional advisers actively and necessarily engaged in considering, evaluating and examining the same (the **"Authorised Representatives"**). The Recipient shall ensure that the Authorised Representatives are aware of and comply with the confidentiality, non-disclosure and other obligations of the Recipient under this Agreement as if they had personally entered into such obligations;
 - 2.3 the Recipient shall not use or exploit the Confidential Information in any way except for the Purpose;
 - 2.4 the Recipient agrees to use, and it will procure that the Authorised Representatives will use, as high a degree of care to protect the Confidential Information of the Disclosing Party from unauthorised disclosure as it uses to protect its own confidential information, but in any event, it will not use less than a high degree of care; and
 - 2.5 in the event that the Recipient does not proceed with the negotiations with the Disclosing Party, or if the Disclosing Party by written notice to the Recipient requires the Recipient to do so at any time and for any reason, the Recipient will (or will procure in the case of Authorised Representatives) forthwith return to the Disclosing Party or destroy (and certify that such destruction has taken place in writing) all Confidential Information in the possession or control of the Recipient or its Authorised Representatives in so far as the same shall be in tangible form, including all copies thereof. In the case of Confidential Information held on computer or computer media, the Recipient shall, as far as practicable and provided that it is not required to maintain a copy by law, regulation or bona fide in-house compliance policy, in either of such events aforesaid cause such Confidential Information to be erased therefrom and, on request by the Disclosing Party, shall certify in writing to the Disclosing Party that it has been so erased or that none of the Confidential Information has been so held.

- 2.6 . It is acknowledged that the parties professional advisers or financing providers shall not be obliged to return any Confidential Information which they shall be obliged to retain in accordance with the rules of any supervisory or regulatory body or in accordance with any bona fide in house compliance policy to which they are subject provided further that, where any Confidential Information is retained by any professional adviser in such circumstances, such professional adviser or finance provider shall only disclose, use or otherwise deal with such Confidential Information to the extent required by the rules of the supervisory or regulatory body or compliance policy to which such professional adviser or finance provider is subject and shall, subject thereto, continue to treat such Confidential Information as being strictly private and confidential.
3. This Agreement shall terminate 12 months from the date of this Agreement or upon the execution of an agreement giving effect to the proposed negotiations hereunder whichever is the sooner. The confidentiality provisions of this Agreement shall survive its termination by two years.
 4. The parties acknowledge that negotiations relating to the Purpose may constitute unpublished price sensitive information in relation to the securities of either party. Accordingly, the relevant other party agrees to obtain competent advice before acting in a manner that might place it in breach of any applicable legal restrictions.
 5. Save as expressly agreed in writing between the parties, each of the parties to this Agreement understands that the Confidential Information does not purport to be all inclusive and that no representation or warranty is made by any person as to the accuracy, reliability or completeness of any of the Confidential Information. Accordingly each of the parties to this Agreement agrees with the other that neither party shall have any liability to the other or any other person resulting from the use of Confidential Information by any person.
 6. Without prejudice to any other rights and remedies the Disclosing Party may have, the Recipient agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach by the Recipient of this Agreement. Accordingly, the Recipient agrees that the Disclosing Party shall be entitled without proof of special damage to the remedies of an injunction and other equitable relief for any actual or threatened breach by the Recipient of this Agreement.
 7. In the event of either party becoming aware of or suspecting any disclosure of all or part of the Confidential Information in breach of this Agreement, the Recipient shall forthwith cooperate with the Disclosing Party in taking any action to limit and remedy the breach. Any such action taken by the Disclosing Party under this paragraph shall be without prejudice to the Disclosing Party's other rights hereunder.
 8. Nothing in this Agreement gives a party any permission or license to use the intellectual property of the other party for any purpose other than the Purpose.
 9. Any notices or request under this Agreement shall be made in writing and shall be deemed to have been delivered (i) on the delivery date if delivered personally to the party to whom the same is directed (where such day does not fall on a business day, delivery shall be deemed to be on the first business day following); (ii) on the delivery date if delivered by fax with a copy delivered by another means (where such day does not fall on a business day, delivery shall be deemed to be on the first business day following); (iii) five business days after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) if sent via e-mail, upon the e-mail being sent to the to the correct e-mail contact address supplied by a party for this purpose.
 10. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Recipient hereby submits to the exclusive jurisdiction of the English Courts.
 11. The provisions of this Agreement shall apply to Confidential Information supplied to the Recipient by the Disclosing Party in the course of correspondence and discussions

occurring as a consequence of this Agreement and all provisions of this Agreement shall take effect and be interpreted accordingly.

12. If any provision of this Agreement shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not be affected.
13. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns. Failure or delay to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.
14. This Agreement contains the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous understandings or commitments, oral or written. This Agreement may not be varied except by written agreement of both parties to this Agreement.
15. This Agreement does not commit either party to enter any proposed venture arising out of the Purpose (or otherwise).
16. Neither party (without the prior written consent of the other party) can assign this Agreement. However, any Group company shall be able to enforce this Agreement on behalf of the Group.
17. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
18. This Agreement may be executed in three counterparts each of which when executed and delivered is an original, but the counterparts together constitute the same document.
19. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
20. Both parties warrant that they are entitled to enter this Agreement and perform their obligations herein.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of
SPORTINGBET PLC

Director:

Signed by

Director:

for and on behalf of
William Hill Plc



Signed by RICHARD COOPER,
Director:
for and on behalf of
GVC Holdings PLC

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This Agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of
SPORTINGBET PLC

Director:

Signed by T. MURPHY
for and on behalf of
William Hill Plc


General Counsel
Director:

Signed by
for and on behalf of
GVC Holdings PLC

Director:

This Agreement has been entered into on the date stated at the beginning of it.

Signed by D. J. Tawman
for and on behalf of
SPORTINGBET PLC

Company Secretary: Dawid Tawman