

NON-SOLICITATION AGREEMENT

DATE

15 December

2012

PARTIES

- (1) William Hill PLC (incorporated and registered in England and Wales under company registration number 4212563), the registered office of which is at Greenside House, 50 Station Road, Wood Green, London N22 7TP ("**William Hill**"); and
- (2) Sportingbet Plc (incorporated and registered in England and Wales under company registration number 3534726), the registered office of which is at 4th Floor, 45 Moorfields, London EC2Y 9AE (the "**Company**").

WHEREAS:

- (1) William Hill is currently engaged in negotiations with the Company regarding the proposed acquisition of the entire issued and to be issued share capital of the Company by GVC Holdings plc ("**GVC**") and the Australian and Spanish businesses of the Company by William Hill or one of its subsidiaries (the "**Proposed Transaction**").
- (2) William Hill wishes to speak with certain Employees in connection with a retention package that will become effective on completion of the Proposed Transaction.

IT IS AGREED AS FOLLOWS:

In consideration of the costs and expenses being incurred in connection with the continued negotiations between the Company, William Hill and GVC in relation to the Proposed Transaction, William Hill undertakes and agrees with the Company as follows:

1. William Hill shall not and will procure that no other company within the William Hill Group for the time being shall, whether directly or indirectly, and whether solely or jointly with or as concert party, agent, director, shareholder, member, sole proprietor, partner, manager, employee, consultant or independent contractor of, in or to any other person, for a period of 1 year from the date of this agreement, save as set out in paragraphs 2 and 5 below, employ or engage, or attempt to employ or engage any Employee or induce or attempt to induce any Employee to leave the employment of the Group.
2. Nothing in **paragraph 1** shall prevent William Hill or any other company in the William Hill Group from:
 - 2.1 publishing any recruitment advertisement in any local or national newspaper or other similar publication or on any website; or
 - 2.2 agreeing and executing an employment agreement (the "**Retention Package**") with any Employee which would take effect following completion of the Proposed Transaction.

3. Each of the restrictions in **paragraph 1**:
 - 3.1 is considered to be reasonable by the parties; and
 - 3.2 is separate and severable and in the event that any such restriction is determined to be unenforceable (whether wholly or to any extent) the enforceability of the remaining restrictions (or the same restriction to any other extent) shall not in any way be affected or impaired.
4. William Hill acknowledges that damages alone would not be an adequate remedy for any breach by William Hill of its obligations under this agreement and, accordingly, without prejudice to any and all other rights or remedies that any company within the Group might have, any company within the Group shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement.
5. The obligations contained in this agreement shall terminate and cease to have effect on the earlier of completion of the Proposed Transaction or the date that any Third Party Offer is completed.
6. Except as expressly stated in this agreement, a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
7. The parties may execute this agreement in any number of counterparts, each of which when executed and delivered will be an original but all of which when taken together will constitute one agreement.
8. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by the law of England and Wales.
9. The Company and William Hill irrevocably agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
10. In this agreement:

"Australian Group" means Sportingbet Australia Holdings Pty Limited and its subsidiaries;

"Employee" any person who is a director or senior employee (being an employee receiving remuneration of A\$150,000 or more a year) of any company within the Australian Group, of which there are not more than 25 in number and whose identities will be disclosed to William Hill before the announcement of the offer for the Company is made by William Hill and GVC in accordance with Rule 2.7 of the City Code on Takeovers and Mergers;

"Group" means the Company and its subsidiaries;

"subsidiary" shall mean subsidiaries and subsidiary undertakings as such terms are defined in the Companies Act 2006;

"Third Party Offer" means an offer made by a third party other than William Hill or one of its subsidiary undertakings (whether William Hill or one of its subsidiary undertakings makes such

offer on its own or jointly with another offeror) for the Company made pursuant to Rule 2.7 or Rule 9 of the City Code on Takeovers and Mergers

"William Hill Group" means William Hill and its subsidiaries.

Signed by T. M. [Signature]
a duly authorised signatory for and on
behalf of William Hill PLC

[Signature]

Company Secretary
Position (in BLOCK CAPITALS)

Signed by
a duly authorised signatory for and on
behalf of Sportingbet Plc:

.....
Position (in BLOCK CAPITALS)

offer on its own or jointly with another offeror) for the Company made pursuant to Rule 2.7 or Rule 9 of the City Code on Takeovers and Mergers

"William Hill Group" means William Hill and its subsidiaries.

Signed by)
a duly authorised signatory for and on)
behalf of William Hill PLC:)

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Position (in BLOCK CAPITALS)

Signed by )
a duly authorised signatory for and on)
behalf of Sportingbet Plc:)

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J. Wilkinson

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C. FO

Position (in BLOCK CAPITALS)