

## Relationship Agreement made between Entain plc (the “Company”), Eminence Capital, LP (“Eminence”) and Ricky Sandler dated 3 January 2024 (the “Relationship Agreement”)

### Summary of Principal Terms

#### Appointment of Ricky Sandler (“RS”)

- The Company agrees to appoint RS with effect from 3 January 2024 to serve as a non-executive director on the board of directors of the Company (the “**Board**”) and to appoint him as a member of the People and Governance Committee and a member of the Capital Allocation Committee.
- RS will be entitled to be appointed to other committees of the Board on the same basis as other non-executive directors, except that he will not be entitled to be appointed as a member of the Audit Committee or the Remuneration Committee (as he will be regarded as non-independent for the purposes of the UK Corporate Governance Code).
- The intention of the Company is for RS to be appointed for a 3-year term. RS will be subject to annual re-election in accordance with the Company’s Articles of Association and/or applicable corporate governance policies. The Board will recommend RS for election at the 2024 annual general meeting.
- Entain and RS will work together to identify an additional non-executive director mutually agreeable to Eminence and the Company.

#### Termination of the appointment of RS

- The Company may terminate the Relationship Agreement, which will lead to the resignation of RS, with immediate effect in the following circumstances:
  - if the required regulatory/licensing approvals for RS to be a director on the Board are not obtained within 6 months of his appointment to the Board;
  - if Eminence ceases to hold any shares in the share capital of the Company;
  - if RS or Eminence breaches the terms of the Relationship Agreement in any material respect;
  - if Eminence accepts a takeover offer which was not recommended by the Board or otherwise votes against any recommendation of the Board in relation to extraordinary transactions;
  - if Eminence and/or its affiliates acquire a shareholding of 8% or more in a competing business and an Eminence representative becomes a director, officer or employee of that competing business; or
  - if RS is not elected or re-elected to the Board by shareholders at the Company’s annual general meetings.



### Public statements

- RS, Eminence and the Company agree to certain mutual non-disparagement provisions in relation to public statements about the other parties or their respective affiliates, or current or former directors, officers or employees.

### Standstill and corporate actions

- Eminence undertakes not to acquire any interests in the Company's shares which would result in Eminence (together with any member of its group and their respective directors, officers or employees or other persons acting in concert with them) having an interest in shares representing more than 8% of the Company's issued share capital, subject to certain customary exceptions.
- RS and Eminence also undertake to refrain from taking certain other public actions, including requisitioning a shareholder meeting or proposing any resolution to be put forward at a shareholder meeting.

### Confidentiality and information sharing

- RS and Eminence are subject to customary confidentiality obligations and agree to comply with all applicable law in relation to any inside information that is disclosed to them.

### Compliance and independence

- Eminence undertakes to comply in all material respects with all applicable laws to which it is subject.