

## CONSENT LETTER IN RESPECT OF FINAL UNDERTAKINGS ISSUED PURSUANT TO SECTION 82 ENTERPRISE ACT 2002 COMPLETED ACQUISITION

**Consent under section 82 of the Enterprise Act 2002 to certain actions for the purposes of the Final Undertakings given to the Competition and Markets Authority (the “CMA”) on 14 January 2022 (the “Final Undertakings”)**

### **Completed acquisition by JD Sports Fashion plc of Footasylum plc (the Merger)**

We refer to your email of 11 May 2022 requesting that the CMA consents to a derogation from the Final Undertakings. The terms defined in the Final Undertakings have the same meaning in this letter.

Under the Final Undertakings, save for written consent by the CMA, Pentland and JD Sports are required to refrain from taking actions which might impede the Final Disposal, including a requirement to comply with the Asset Maintenance Undertakings set out in section 4 of the Final Undertakings.

After due consideration of your request for consent in accordance with the Final Undertakings, based on the information received from you and in the particular circumstances of this case, JD Sports and Footasylum may carry out the following actions, in respect of the specified paragraphs of the Final Undertakings listed below.

### **Paragraph 4.2.13 of the Final Undertakings**

Reference is made to:

- i. the derogation to the Interim Order granted by the CMA on 15 December 2021 that permits specified JD Sports employees (the “**Deal Clean Team**”) to [REDACTED]; and
- ii. the derogation to the Final Undertakings granted by the CMA on 29 March 2022 that permits certain other individuals within JD Sports (the “[REDACTED]”) to receive, review and use [REDACTED].

In order to assist with the divestiture of Footasylum, it is necessary for [REDACTED], to have access to the Footasylum information set out in Annex 1 of this derogation (the “**Specified Footasylum Information**”). JD Sports anticipates that [REDACTED] (the “**Specified Purpose**”)

The CMA grants this derogation subject to the following conditions and safeguards:

- a) the Specified Purpose shall be strictly limited to [REDACTED] (unless amended with the prior written approval of the CMA, including by email);
- b) this derogation shall only apply with respect to [REDACTED];
- c) the list of Specified Footasylum Information is strictly limited to the Footasylum information set out in Annex 1 and may only be amended where: (i) Footasylum provides its prior written consent to JD Sports [REDACTED]; (ii) it is strictly necessary to achieve the Specified Purpose; and (iii) the CMA has provided prior written approval, including by email (depending on the nature of any amendments to Annex 1, the CMA may consider it appropriate to require a further derogation if necessary);
- d) JD Sports undertakes to [REDACTED];
- e) Specified Footasylum Information will [REDACTED];
- f) JD Sports undertakes to [REDACTED];
- g) JD Sports undertakes to [REDACTED];
- h) [REDACTED];

- i) [✂];
- j) JD Sports keeps the Monitoring Trustee informed of any material developments relating to this derogation; and
- k) upon the direction of the CMA, or after the completion of the Final Disposal, or in case the divestment process is aborted, any records or copies (electronic or otherwise) of Footasylum Information that has been exchanged under this derogation, wherever they may be held, will be returned to Footasylum and/or any copies destroyed.

**Kip Meek**

**Remedy Group Chair**

**11 May 2022**