IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	)	
	)	
v.	)	Hon. Evelyn Padin
	)	
BIT MINING, LTD. (f/k/a 500.COM LTD)	)	Case No.
Defendant	)	
	)	

DEFERRED PROSECUTION AGREEMENT

Defendant BIT Mining, Ltd. (the "Company"), pursuant to authority granted by the Company's Board of Directors reflected in Attachment B, the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and the United States Attorney's Office for the District of New Jersey (the "Office") (collectively, the "Fraud Section and the Office") enter into this deferred prosecution agreement (the "Agreement"). The terms and conditions of this Agreement are as follows:

Criminal Information and Acceptance of Responsibility

1. The Company acknowledges and agrees that the Fraud Section and the Office will file the attached two-count criminal Information in the United States District Court for the District of New Jersey charging the Company with: (a) one count of conspiracy to commit an offense against the United States, in violation of Title 18, United States Code, Section 371, that is, to violate the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), as amended, Title 15, United States Code, Section 78dd-1, and to violate the books and records provisions of the FCPA, Title 15, United States Code, Sections 78m(b)(2)(A) and (b)(5); and (b) one count of violating the books and records provisions of the FCPA, Title 15, United States Code, Sections 78m(b)(2)(A) and (b)(5). In so doing, the Company: (a) knowingly waives any right it

may have to indictment on these charges, as well as all rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) knowingly waives any objection with respect to venue to any charges by the United States arising out of the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts") and consents to the filing of the Information, as provided under the terms of this Agreement, in the United States District of New Jersey; and (c) agrees that the charges in the Information and any charges arising from the conduct described in the Statement of Facts are not time-barred by the applicable statute of limitations on the date of the signing of this Agreement. The Fraud Section and the Office agree to defer prosecution of the Company pursuant to the terms and conditions described below.

2. The Company admits, accepts, and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees, and agents as charged in the Information, and as set forth in the Statement of Facts, and that the allegations described in the Information and the facts described in the Statement of Facts are true and accurate. The Company agrees that, effective as of the date the Company signs this Agreement, in any prosecution that is deferred by this Agreement, it will not dispute the Statement of Facts set forth in this Agreement, and, in any such prosecution, the Statement of Facts shall be admissible as: (a) substantive evidence offered by the government in its case-in-chief and rebuttal case; (b) impeachment evidence offered by the government on cross-examination; and (c) evidence at any sentencing hearing, or other hearing. In addition, in connection therewith, the Company agrees not to assert any claim under the United States Constitution, Rule 410 of the Federal Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal Procedure, Section 1B1.1(a) of the United States Sentencing

Guidelines, or any other federal rule that the Statement of Facts should be suppressed or is otherwise inadmissible as evidence in any form.

Term of the Agreement

3. This Agreement is effective for a period beginning on the date on which the Information is filed and ending three years from that date (the "Term"). The Company agrees, however, that, in the event the Fraud Section and the Office determine, in their sole discretion, that the Company has knowingly violated any provision of this Agreement or has failed to completely perform or fulfill each of the Company's obligations under this Agreement, an extension or extensions of the Term may be imposed by the Fraud Section and the Office, in their sole discretion, for up to a total additional time period of one year, without prejudice to the Fraud Section's or the Office's right to proceed as provided in Paragraphs 18 to 22 below. Any extension of the Agreement extends all terms of this Agreement, including the terms of the reporting requirement in Attachment D, for an equivalent period. Conversely, in the event the Fraud Section and the Office find, in their sole discretion, that there exists a change in circumstances sufficient to eliminate the need for the reporting requirement in Attachment D, and that the other provisions of this Agreement have been satisfied, the Agreement may be terminated early.

Relevant Considerations

4. The Fraud Section and the Office enter into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

a. the nature and seriousness of the offense conduct, as described in the Statement of Facts, including a multi-year scheme to corruptly pay approximately $1,908,949 to (i) Japanese officials and (ii) third-party intermediaries—while knowing that the intermediaries

would pay the funds, in part, to or for the benefit of Japanese officials—in order to obtain improper advantages in connection with the Company's efforts to obtain business in Japan, and to falsify of the Company's books and records regarding the payments to these officials and intermediaries;

b. the Company did not receive voluntary disclosure credit pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy, or pursuant to U.S. Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 8C2.5(g)(1), because it did not voluntarily and timely disclose to the Fraud Section and the Office the conduct described in the Statement of Facts;

c. the Company received credit for its cooperation with the Fraud Section and the Office's investigation pursuant to U.S.S.G. § 8C2.5(g)(2) because it cooperated with their investigation and demonstrated recognition and affirmative acceptance of responsibility for its criminal conduct; the Company also received credit for its cooperation and timely remediation pursuant to the Criminal Division's Corporate Enforcement and Voluntary Self-Disclosure Policy. The Company's cooperation included, among other things, (i) voluntarily producing relevant documents, financial data, and other information to the Fraud Section and the Office, including from foreign countries, while navigating some foreign data privacy and related criminal laws, accompanied by translations of a limited number of documents; (ii) providing the government with facts learned during its internal investigation related to conduct described in the Statement of Facts; and (iii) timely accepting responsibility and reaching a prompt resolution. However, the Company's cooperation was reactive and was limited in degree and impact;

d. the Company provided to the Fraud Section and the Office all relevant facts known to it, including information about the individuals involved in the conduct described in the

attached Statement of Facts and conduct disclosed to the Fraud Section and the Office prior to the Agreement;

e. the Company also received credit pursuant to the Criminal Division Corporate Enforcement and Voluntary Self-Disclosure Policy because it engaged in timely and appropriate remedial measures, including: (i) terminating and/or declining to renew contracts with all of the third-party intermediaries involved in the scheme; (ii) increasing governance and oversight of compliance risks and audit findings by the Board of Directors; (iii) promoting compliance and ethics through company-wide communications; (iv) incorporating compliance criteria in performance evaluations for senior management; (v) conducting annual risk assessments; (vi) revising policies and procedures concerning investigations, disciplinary actions, and employee use of messaging applications; (vii) creating an anti-corruption policy and engaging in company-wide training and communications to promote it; and (viii) transitioning its business model to an industry that presents a lower corruption risk and reducing its presence in high risk regions.

f. the Company has enhanced and has committed to continuing to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment C to this Agreement (Corporate Compliance Program);

g. based on the Company's remediation and the state of its compliance program, the Company's agreement to report to the Fraud Section and the Office as set forth in Attachment D to this Agreement (Compliance Reporting Requirements), the Fraud Section and the Office determined that an independent compliance monitor was unnecessary;

h. the Company has no prior criminal, civil, or regulatory history;

i. the Company's agreement to resolve concurrently a separate investigation by the SEC relating to the conduct described in the Statement of Facts, and its agreement to pay a civil penalty in the amount of $4,000,000, which the Fraud Section and the Office are crediting in connection with the Total Criminal Penalty specified in this Agreement;

j. the Company has agreed to continue to cooperate with the Fraud Section and the Office in any ongoing investigation as described in Paragraph 5 below;

k. the Company met its burden of establishing an inability to pay the criminal penalty sought by the Fraud Section and the Office, despite agreeing that the proposed amount was otherwise appropriate based on the law and the facts, and having fully cooperated by providing information and documents and access to appropriate Company personnel to respond to prosecutors' inquiries. The Fraud Section and the Office, with the assistance of a forensic accounting expert, conducted an independent ability to pay analysis, considering a range of factors outlined in the Justice Department's Inability to Pay Guidance (*see* Oct. 8, 2019 Memorandum from Assistant Attorney General Brian Benczkowski to All Criminal Division Personnel re: Evaluating a Business Organization's Inability to Pay a Criminal Fine or Criminal Monetary Penalty), including but not limited to: (i) the factors outlined in 18 U.S.C. § 3572 and Sentencing Guidelines § 8C3.3(b); (ii) the Company's current financial condition; and (iii) the Company's alternative sources of capital. Based on that independent analysis, the Fraud Section and the Office determined that paying a criminal penalty greater than $10,000,000 within thirty calendar days of the beginning of the Term would substantially threaten the continued viability of the Company; and;

l. accordingly, after considering (a) through (k) above, the Fraud Section and the Office have determined that the appropriate resolution in this case is a deferred prosecution agreement and a Total Criminal Penalty of $10,000,000 is sufficient but not greater than necessary to achieve the purposes described in 18 U.S.C. § 3553.

Ongoing Cooperation and Disclosure Requirements

5. The Company shall cooperate fully with the Fraud Section and the Office in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section and the Office at any time during the Term until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the end of the Term. At the request of the Fraud Section and the Office, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the attached Statement of Facts and other conduct under investigation by the Fraud Section and the Office. The Company's cooperation pursuant to this Paragraph is subject to applicable law and regulations, including data privacy and national security laws, as well as valid claims of attorney-client privilege or attorney work product doctrine; however, the Company must provide to the Fraud Section and the Office a log of any information or cooperation that is not provided based on an assertion of law, regulation, or privilege, and the Company bears the burden of establishing the validity of any such an assertion. The Company

agrees that its cooperation pursuant to this Paragraph shall include, but not be limited to, the following:

a. The Company represents that it has truthfully disclosed all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants relating to the conduct described in this Agreement and the attached Statement of Facts, as well as any other conduct under investigation by the Fraud Section and the Office at any time about which the Company has any knowledge. The Company further agrees that it shall promptly and truthfully disclose all factual information with respect to its activities, those of its subsidiaries and affiliates, and those of its present and former directors, officers, employees, agents, and consultants about which the Company shall gain any knowledge or about which the Fraud Section and the Office may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section and the Office, upon request, any document, record, or other tangible evidence about which the Fraud Section and the Office may inquire of the Company including evidence that is responsive to any requests made prior to the execution of this Agreement.

b. Upon request of the Fraud Section and the Office, the Company shall designate knowledgeable employees, agents, or attorneys to provide to the Fraud Section and the Office the information and materials described in Paragraph 5(a) above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section and the Office, present or former officers, directors, employees, agents, and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation under this Paragraph shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records, or other tangible evidence provided to the Fraud Section and the Office pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable laws and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as the MDBs, of such materials as the Fraud Section and the Office, in its sole discretion, shall deem appropriate.

6. In addition to the obligations in Paragraph 5, during the Term, should the Company learn of any evidence or allegation of conduct that may constitute a violation of the FCPA anti-bribery or accounting provisions or the U.S. Foreign Extortion Prevention Act had the conduct occurred within the jurisdiction of the United States, or a violation of U.S. fraud laws, the Company shall promptly report such evidence or allegation to the Fraud Section and the Office.

Payment of Monetary Penalty

7. The Fraud Section and the Office and the Company agree that application of the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") to determine the applicable fine range yields the following analysis:

a. The November 1, 2023 U.S.S.G. are applicable to this matter.

b. Offense Level. Based upon U.S.S.G. § 2C1.1, the total offense level is 40, calculated as follows:

§ 2C1.1(a)(2)	Base Offense Level	12
§ 2C1.1(b)(1)	More than One Bribe	+2
§§ 2C1.1(b)(2), 2B1.1(b)(1)(I)	Value Obtained (More than $1,500,000)	+16
§2C1.1(b)(3)	Involvement of High-Level Public Official	+4
	TOTAL	**34**

c. Base Fine Based upon U.S.S.G. § 8C2.4(a)(1), the base fine is $50,000,000.

d. Culpability Score. Based upon U.S.S.G. § 8C2.5, the culpability score is 6, calculated as follows:

§ 8C2.5(a)	Base Culpability Score	5
§ 8C2.5(b)(3)(B)(i)	Unit had 200 or more employees and High-Level Personnel	+3
§ 8C2.5(g)(2)	Cooperation, Acceptance	- 2
	TOTAL	**6**

Calculation of Fine Range:

Base Fine	$50,000,000
Multipliers	1.2 (min) / 2.4 (max)
Fine Range	$60,000,000 / $120,000,000

8. The Fraud Section and the Office and the Company agree, based on the application of the Sentencing Guidelines, that the appropriate criminal penalty is $54,000,000. This reflects a 10 percent discount off the bottom of the Sentencing Guidelines fine range.

9. The Company has made representations to the Fraud Section and the Office, and provided supporting evidence, that the Company has an inability to pay a $54,000,000 criminal penalty. Based on those representations, and an independent analysis verifying the accuracy of those representations conducted by the Fraud Section and the Office (with the assistance of a forensic accounting expert), the parties agree that a criminal penalty of $10,000,000 ("Total Criminal Penalty") is appropriate. Because there were no proceeds traceable to the commission of the offenses charged in the Information, forfeiture is not required.

10. The Company and the Fraud Section and the Office agree that the Company will pay a monetary penalty in the amount of $6,000,000, no later than thirty calendar days after the beginning of the Term. The Fraud Section and the Office agree to credit toward the Total Criminal Penalty the amount paid by the Company to the SEC, up to a maximum of $4,000,000 (the "Penalty Credit Amount"). Due to the Company's inability to pay, the Company's payment obligations to the Fraud Section and the Office will be complete upon the Company's payment $6,000,000, so long as the Company pays the full Penalty Credit Amount to the SEC as agreed. Should any amount of the Penalty Credit Amount not be paid to the SEC as agreed, or be returned to the Company or any affiliated entity for any reason, the remaining balance of the Total Criminal Penalty will be paid to the United States Treasury. The Company and the Fraud Section and the Office agree that this penalty is appropriate given the facts and circumstances of this case, including the relevant considerations described in Paragraph 4 of this Agreement. The Total Criminal Penalty is final and shall not be refunded. Furthermore, nothing in this Agreement shall be deemed an agreement by the Fraud Section and the Office that the Total Criminal Penalty is the maximum penalty that may be imposed in any future prosecution, and the Fraud Section and the Office are not precluded from arguing in any future prosecution that the Court should impose a

higher fine, although the Fraud Section and the Office agree that under those circumstances, it will recommend to the Court that any amount paid under this Agreement should be offset against any penalty or fine the Court imposes as part of a future judgment. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of the Total Criminal Penalty. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source with regard to the Total Criminal Penalty that the Company pays pursuant to this Agreement or any other agreement entered into with an enforcement authority or regulator concerning the facts set forth in the Statement of Facts.

Conditional Release from Liability

11. Subject to Paragraphs 16 to 20, the Fraud Section and the Office agree, except as provided in this Agreement, that they will not bring any criminal or civil case against the Company relating to any of the conduct described in the Statement of Facts or the criminal Information filed pursuant to this Agreement. The Fraud Section and the Office, however, may use any information related to the conduct described in the Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code.

a. This Agreement does not provide any protection against prosecution for any future conduct by the Company.

b. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company or any of its affiliates or subsidiaries.

Corporate Compliance Program

12. The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment C.

13. In order to address any deficiencies in its internal accounting controls, policies, and procedures, the Company represents that it has undertaken, and will continue to undertake in the future, in a manner consistent with all of its obligations under this Agreement, a review of its existing internal accounting controls, policies, and procedures regarding compliance with the FCPA and other applicable anti-corruption laws. Where necessary and appropriate, the Company agrees to adopt a new compliance program, or to modify its existing one, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations the FCPA and other applicable anti-corruption laws. The compliance program, including the internal accounting controls system will include, but not be limited to, the minimum elements set forth in Attachment C.

Corporate Compliance Reporting

14. The Company agrees that it will report to the Fraud Section and the Office annually during the Term regarding remediation and implementation of the compliance measures described in Attachment C. These reports will be prepared in accordance with Attachment D.

15. Thirty days prior to the expiration of the Term, the Company, by the Chief Executive Officer and Chief Compliance Officer, will certify to the Fraud Section and the Office, in the form of executing the document attached as Attachment F to this Agreement, that the Company has met its compliance obligations pursuant to this Agreement. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of Title 18, United States Code, Sections 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Deferred Prosecution

16. In consideration of the undertakings agreed to by the Company herein, the Fraud Section and the Office agree that any prosecution of the Company for the conduct set forth in the Statement of Facts be and hereby is deferred for the Term. To the extent there is conduct disclosed by the Company that is not set forth in the Statement of Facts, such conduct will not be exempt from further prosecution and is not within the scope of or relevant to this Agreement.

17. The Fraud Section and the Office further agree that if the Company fully complies with all of its obligations under this Agreement, the Fraud Section and the Office will not continue the criminal prosecution against the Company described in Paragraph 1 and, at the conclusion of the Term, this Agreement shall expire. Within six months after the Agreement's expiration, the Fraud Section and the Office shall seek dismissal with prejudice of the criminal Information filed against the Company described in Paragraph 1 and agree not to file charges in the future against

the Company based on the conduct described in this Agreement and the Statement of Facts. If, however, the Fraud Section and the Office determine during this six-month period that the Company breached the Agreement during the Term, as described in Paragraph 18, the Fraud Section's and the Office's ability to extend the Term, as described in Paragraph 3, or to pursue other remedies, including those described in Paragraphs 18 to 22, remains in full effect.

Breach of the Agreement

18. If, during the Term, the Company (a) commits any felony under U.S. federal law; (b) provides in connection with this Agreement deliberately false, incomplete, or misleading information, including in connection with its disclosure of information about individual culpability; (c) fails to cooperate as set forth in Paragraphs 5 and 6 of this Agreement; (d) fails to implement a compliance program and report to the Fraud Section and the Office as set forth in Paragraphs 12 through 15 of this Agreement and Attachment C and D; (e) commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) otherwise fails to completely perform or fulfill each of the Company's obligations under the Agreement, regardless of whether the Fraud Section and the Office become aware of such a breach after the Term is complete, the Company shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section and the Office have knowledge, including, but not limited to, the charges in the Information described in Paragraph 1, which may be pursued by the Fraud Section and the Office in the U.S. District Court for the District of New Jersey or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section's and the Office's sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the Statement of Facts

or relating to conduct known to the Fraud Section and the Office prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section and the Office are made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

19. In the event the Fraud Section and the Office determine that the Company has breached this Agreement, the Fraud Section and the Office agree to provide the Company with written notice of such breach prior to instituting any prosecution resulting from such breach. Within thirty days of receipt of such notice, the Company shall have the opportunity to respond to the Fraud Section and the Office in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which explanation the Fraud Section and the Office shall consider in determining whether to pursue prosecution of the Company.

20. In the event that the Fraud Section and the Office determine that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company to the Fraud Section and the Office or to the Court, including the Statement of Facts, and any testimony given

by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Fraud Section and the Office against the Company; and (b) the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section and the Office.

21. The Company acknowledges that the Fraud Section and the Office have made no representations, assurances, or promises concerning what sentence may be imposed by the Court if the Company breaches this Agreement and this matter proceeds to judgment. The Company further acknowledges that any such sentence is solely within the discretion of the Court and that nothing in this Agreement binds or restricts the Court in the exercise of such discretion.

22. On the date that the period of deferred prosecution specified in this Agreement expires, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Fraud Section and the Office in the form of executing the document attached as Attachment E to this Agreement that the Company has met its disclosure obligations pursuant to Paragraph 6 of this Agreement. Each certification will be deemed a material statement and representation by the Company to the executive branch of the United States

for purposes of 18 U.S.C. §§ 1001 and 1519, and it will be deemed to have been made in the judicial district in which this Agreement is filed.

Sale, Merger, or Other Change in Corporate Form of Company

23. Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section's and the Office's ability to determine a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Fraud Section and the Office at least thirty days prior to undertaking any such sale, merger, transfer, or other change in corporate form. The Fraud Section and the Office shall notify the Company prior to such transaction (or series of transactions) if they determine that the transaction or transactions will have the effect of circumventing or frustrating the enforcement purposes of this Agreement. If at any time during the Term the Company engages in a transaction (or series of transactions) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, the Fraud Section and the Office may deem it a breach of this Agreement pursuant to Paragraphs 18 to 22 of this Agreement. Nothing herein shall restrict

the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section and the Office.

Public Statements

24. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents, or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts. Any such contradictory statement shall, subject to cure rights of the Company described below, constitute a breach of this Agreement, and the Company thereafter shall be subject to prosecution as set forth in Paragraphs 18 to 22 of this Agreement. The decision whether any public statement by any such person contradicting a fact contained in the Statement of Facts will be imputed to the Company for the purpose of determining whether it has breached this Agreement shall be at the sole discretion of the Fraud Section and the Office. If the Fraud Section and the Office determine that a public statement by any such person contradicts in whole or in part a statement contained in the attached Statement of Facts, the Fraud Section and the Office shall so notify the Company, and the Company may avoid a breach of this Agreement by publicly repudiating such statement(s) within five business days after notification. The Company shall be permitted to raise defenses and to assert affirmative claims in other proceedings relating to the matters set forth in the Statement of Facts provided that such defenses and claims do not contradict, in whole or in part, a statement contained in the attached Statement of Facts. This Paragraph does not apply to any statement made

by any present or former officer, director, employee, or agent of the Company in the course of any criminal, regulatory, or civil case initiated against such individual, unless such individual is speaking on behalf of the Company.

25. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult with the Fraud Section and the Office to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Fraud Section and the Office and the Company; and (b) whether the Fraud Section and the Office have any objection to the release or statement.

26. The Fraud Section and the Office agree, if requested to do so, to bring to the attention of law enforcement and regulatory authorities the facts and circumstances relating to the nature of the conduct underlying this Agreement, including the nature and quality of the Company's cooperation and remediation. By agreeing to provide this information to such authorities, the Fraud Section and the Office are not agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated independently by such authorities.

Limitations on Binding Effect of Agreement

27. This Agreement is binding on the Company and the Fraud Section and the Office but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section and the Office will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company. If the court refuses to grant exclusion of time under the Speedy Trial Act, 18 U.S.C. § 3161(h)(2), all the provisions of this Agreement shall

be deemed null and void, and the Term shall be deemed to have not begun, except that the statute of limitations for any prosecution relating to the conduct described in the Statement of Facts shall be tolled from the date on which this Agreement is signed until the date the Court refuses to grant the exclusion of time plus six months, and except for the provisions contained within Paragraph 2 of this Agreement.

Notice

28. Any notice to the Fraud Section and the Office under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S. Department of Justice, 1400 New York Avenue NW, Washington, DC 20005, and Chief, Economic Crimes Unit, United States Attorney's Office for the District of New Jersey, 970 Broad Street, Suite 700, Newark, New Jersey 07102. Any notice to the Company under this Agreement shall be given by electronic mail and/or personal delivery, overnight delivery by a recognized delivery service, or registered or certified mail, addressed to Tarek Helou of Wilson Sonsini Goodrich & Rosati LLP, 1700 K Street NW, Washington, DC 20006. Notice shall be effective upon actual receipt by the Fraud Section and the Office or the Company.

Complete Agreement

29. This Agreement, including its attachments, sets forth all the terms of the agreement between the Company and the Fraud Section and the Office. No amendments, modifications, or additions to this Agreement shall be valid unless they are in writing and signed by the Fraud Section and the Office, the attorneys for the Company, and a duly authorized representative of the Company.

AGREED:

Bit Mining, Ltd:

Date: 29th August, 2024

By: _____
Xianfeng Yang
Chief Executive Officer
Bit Mining, Ltd.

Date: 9/4/24

By: _____
Caz Hashemi
Tarek Helou
Wilson Sonsini Goodrich & Rosati LLP
Counsel to Bit Mining, Ltd.

FOR THE DEPARTMENT OF JUSTICE:

GLENN S. LEON
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 10/23/24

BY: _____
Jil Simon, Trial Attorney
Ligia Markman, Trial Attorney

PHILIP R. SELLINGER
United States Attorney
District of New Jersey

Date: 10/23/24

BY: _____
Jennifer Kozar
Assistant United States Attorney

ATTACHMENT A

STATEMENT OF FACTS

The following Statement of Facts is incorporated by reference as part of the Deferred Prosecution Agreement (the "Agreement") between the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and the United States Attorney's Office for the District of New Jersey (the "Office") (collectively, the "United States") and Bit Mining, Ltd. ("BTCM" or the "Company"). Certain of the facts herein are based on information obtained from third parties by the United States through its investigation and described to the Company. BTCM hereby agrees and stipulates that the following information is true and accurate. The Company admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below. Should the United States pursue the prosecution that is deferred by this Agreement, BTCM agrees that it will neither contest the admissibility of, nor contradict, this Statement of Facts in any such proceeding. The following facts took place between in or around 2017 to in or around 2019 and establish beyond a reasonable doubt the charges set forth in the criminal Information attached to this Agreement:

Relevant Entities and Individuals

1. BIT Mining, Ltd. (the "Company") was a cryptocurrency mining company incorporated in the Cayman Islands, with a principal executive office located in Hong Kong. The Company had a class of publicly traded securities that were listed on the New York Stock Exchange ("NYSE") under the ticker symbol "BTCM."

2. From in or around 2017 through in or around 2019, the Company — then operating under the name 500.com Ltd. ("500.com")—was a Chinese online sports lottery company incorporated in the Cayman Islands, with a principal executive office in Shenzhen, China. In

addition to its then-existing lines of business, 500.com sought to develop and open an Integrated Resort ("IR") in Japan. 500.com had a class of publicly traded securities that were listed and traded on the NYSE and the National Association of Securities Dealers Automated Quotations ("NASDAQ") under the ticker symbol "WBAI." Effective April 20, 2021, 500.com changed its NYSE ticker symbol from WBAI to BTCM. 500.com was an issuer of publicly traded securities registered with the Securities and Exchange Commission ("SEC") pursuant to Section 12(b) of the Securities Exchange Act, Title 15, United States Code, Section 78l, and was required to file periodic reports with the SEC under Section 13 of the Securities Exchange Act. Thus, the Company was an "issuer" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Sections 78dd-1(a) and 78m(b).

3. 500.com Nihon ("500.com Japan") was a wholly owned subsidiary of 500.com headquartered in Tokyo, Japan. 500.com Japan was created in furtherance of 500.com's efforts to enter the IR market in Japan. 500.com Japan was under the direction and control of 500.com, and its books, records, and accounts were included in the consolidated financial statements of 500.com that were filed with the SEC. 500.com Japan was an "agent" of 500.com, an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

3. Zhengming Pan ("Pan") was a Chinese citizen and resident and was Chief Executive Officer of 500.com from in or around 2014 to in or around 2020. Pan was also a director of 500.com Japan. Pan's business responsibilities included oversight and management of 500.com, 500.com Japan, and 500.com's other subsidiaries, including business development, strategy, operations, and finance. Pan was an "officer," "employee," and "agent" of 500.com, an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. The "500.com Consultants," individuals whose identities are known to the United States and the Company, were Chinese and Japanese citizens who were engaged as consultants by 500.com to assist the Company in its efforts to enter the Japanese IR market. The 500.com Consultants were each "agents" of 500.com, an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a), and included the following individuals:

a. "500.com Consultant 1," a Chinese citizen and Japanese resident who 500.com engaged as a consultant and translator to assist the Company in its efforts to enter the Japanese IR market.

b. "500.com Consultant 2" and "500.com Consultant 3," each a Japanese citizen and resident who 500.com engaged as consultants to assist the Company in its efforts to enter the Japanese IR market.

5. "Japanese Official 1," an individual whose identity is known to the United States and the Company, was a citizen of Japan and member of the Japanese national legislature. Japanese Official 1 also served as an executive official of the Japanese government with a portfolio that included infrastructure, transport, and tourism during the relevant time period. Japanese Official 1 was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

6. "Japanese Official 2," an individual whose identity is known to the United States and the Company, was a citizen of Japan and was a close aide to Japanese Official 1. Japanese Official 2 was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

Overview of the Conspiracy

7. From in or around 2017 to in or around December 2019, 500.com, through certain of its officers, directors, employees, and agents, knowingly and willfully conspired and agreed with others to: (i) corruptly offer and pay money and other things of value to foreign officials in Japan to secure improper advantages in order to obtain and retain business for 500.com, contrary to Title 15, United States Code, Section 78dd-1(a); and (ii) maintain false books, records, and accounts that did not accurately and fairly reflect the transactions and dispositions of the assets of 500.com, contrary to Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

8. In furtherance of the scheme, 500.com and its co-conspirators corruptly offered and paid approximately $1.9 million to (i) Japanese officials and (ii) the 500.com Consultants, while knowing that the 500.com Consultants would pay the funds, at least in part, to or for the benefit of Japanese officials, in order to obtain and retain business and other advantages for and on behalf of 500.com, specifically to assist 500.com in its efforts to enter the IR market in Japan. The payments were made with Pan's knowledge, authorization, and at his direction, and Pan directly participated in discussions about the bribe amounts, method of payment, and concealment efforts.

9. In connection with the bribery scheme, and in order to facilitate and conceal the corrupt payments, from at least in or around 2017 to in or around 2019, 500.com, acting through its officers, directors, employees, and agents, including Pan, knowingly and willfully falsified Sarbanes-Oxley certifications, and falsely recorded bribe payments as legitimate expenses, including as "Management expense_advisory fees," in its consolidated books, records, and accounts.

Nature of the Bribery Scheme

10. In or around 2016, the Japanese National Diet was considering legislation that would allow for the construction of IRs — large resorts that would include hotels and casinos, as well as retail, dining, convention facilities, and entertainment venues — in Japan (the "IR Legislation").

11. At that time, 500.com did not operate in Japan.

12. In or around March 2017, 500.com, under Pan's direction, began to pursue a potential opportunity to open an IR in Japan. In order to place 500.com in the best position to benefit from the IR Legislation, Pan caused 500.com to create a Japanese subsidiary, 500.com Japan.

13. From in or around March 2017 to in or around September 2017, Pan caused 500.com to engage the 500.com Consultants to assist the Company in paying bribes to Japanese Official 1, Japanese Official 2, and other members of the Japanese National Diet. 500.com and its co-conspirators paid these bribes to secure an improper business advantage for 500.com, including to ensure the success of 500.com's bid to open an IR in Japan.

14. To accomplish the objectives of the scheme, 500.com, through its officers, employees, and agents, engaged in communications among co-conspirators and with the 500.com Consultants, using e-mail, text messages, messaging applications, and other forms of communications.

15. 500.com, through its officers, employees, and agents, paid bribes to Japanese government officials in the form of cash, wire transfers, gifts, travel, and entertainment, which are described below. 500.com, through its officers, employees, and agents, and its co-conspirators also

created and caused to be created false and misleading invoices and billing documents to conceal the bribe payments.

16. Despite these bribes, 500.com ultimately did not win the bid to open an IR.

Lecture Fee Bribe

17. From the inception of the scheme, the 500.com Consultants discussed the need to make corrupt payments to successfully bid for an IR. On or about July 14, 2017, 500.com Consultant 1 texted 500.com Consultant 2, stating "Pan felt relatively negative about . . . head-on competition with a major company in Europe or the U.S. in open application." In reply, 500.com Consultant 2 texted a message stating: "That's true. That's why we're aiming for cities where under-the-table deals can be used. These would be cities such as Rusutsu, Okinawa, etc."[1]

18. Subsequently, in or around August 2017, 500.com, through its officers, employees, and agents, paid Japanese Official 1 a bribe in the amount of approximately ¥2 million (approximately $26,395), concealed as a "lecture fee."

19. Specifically, on or about August 4, 2017, 500.com hosted an IR symposium in Okinawa, Japan to announce its desire to establish an IR in that city and to invest, with others, between ¥100 billion to ¥300 billion in the area (approximately $676 million to $2.03 billion). At Pan's direction, 500.com invited Japanese Official 1 to speak at the event and approved and paid a lecture fee to Japanese Official 1 in the amount of ¥500,000 (approximately $4,600).

20. On or about August 5, 2017, the day after the symposium, Japanese media publicly reported that Japanese Official 1 would be named to a senior position in the executive branch with a portfolio including infrastructure, transport, and tourism. In this role, Japanese Official 1 would be in charge of tourism and casino promotions, overseeing IRs.

[1] Quoted messages have been translated from the original Japanese and/or Chinese to English.

21. On or about August 5, 2017, the same day that Japanese Official 1's new role was announced, two of the 500.com Consultants discussed an additional payment to Japanese Official 1 in the amount of approximately ¥2 million. 500.com Consultant 3 texted 500.com Consultant 2 stating, "The appointment of [Japanese Official 1] is on Monday . . . I have made the following arrangements with [Japanese Official 2]. (1) Speaking fee: 200 is OK."

22. 500.com Consultant 1 and 500.com Consultant 3 exchanged text messages discussing Pan's desire to route this "reward payment" to Japanese Official 1 through one of 500.com Consultant 3's companies in order to conceal it. On or about August 7, 2017, 500.com Consultant 1 texted, "Pan[] feels it may become troublesome [to wire the additional payment directly from 500.com to a company owned by Japanese Official 1], should something unexpected happen. Accordingly, he desires to do this through the company owned by [500.com Consultant 3]."

23. On or about August 5, 2017, 500.com Consultant 3 submitted an invoice to 500.com for approximately ¥2.4 million in the name of 500.com Consultant 3's company citing Japanese Official 1's "lecture fee."

24. Pursuant to this invoice, on or about August 31, 2017, 500.com sent a payment of approximately ¥2.4 million to an account controlled by 500.com Consultant 3, which had been opened three months prior. Pan approved this payment, in addition to having approved the earlier approximately ¥500,000 payment for the same lecture fee.

25. In or around late August 2017, 500.com Consultant 3 transferred the approximately ¥2,000,000 to a company controlled by Japanese Official 1.

26. In subsequent conversations, 500.com Consultant 1 and 500.com Consultant 2 explicitly discussed that the ¥2,000,000 lecture fee was intended as a bribe. For example, on or

about September 18, 2017, while discussing the difficulties of paying a separate large cash bribe to Japanese Official 1 and other Japanese officials, 500.com Consultant 2 sent a voice message through a messaging application to 500.com Consultant 1, stating: "When I told you that we would not be able to reveal our plot of paying some to [Japanese Official 1], you responded that 500.com might be able to treat such an amount without any difficulty under the table. . . . But, this time, the amount we are talking about is large." 500.com Consultant 1 replied via voice message: "In [Japanese Official 1's] case, well, there was an actual speech given. Thus some cash was wired to [500.com Consultant 3's] corporate bank account for 500.com as a lecture fee, then [500.com Consultant 3] handled it afterward. That's why it was OK. We were entirely OK to transfer funds to another corporation as a lecture fee payment—this time. There are no specific reasons for expensing cash, which is several times more than before. That is why Pan[] said it would be difficult."

Cash Bribes

27. In or around September 2017, 500.com, through its officers, employees, and agents, paid bribes to Japanese Official 1, Japanese Official 2, and other Japanese government officials in the amount of approximately ¥26.5 million in cash (approximately $233,715). At Pan's direction, 500.com Consultant 2 and 500.com Consultant 3 hand-delivered a portion of this cash to the foreign officials' offices in Tokyo, Japan. These payments were intended to secure improper business advantages for 500.com in Japan, including access to non-public information and influence over the IR bidding process.

28. Pan directed the 500.com Consultants to find a method to justify and conceal the purpose of these funds. The 500.com Consultants exchanged text messages regarding these efforts.

29. For instance, on or about September 18, 2017, 500.com Consultant 1 wrote to 500.com Consultant 2 "rather than bringing cash to Japan . . . I wonder if it is easier . . . [for] 500.com to wire the fund to the account first, then withdraw cash in Japan. . . in addition, Pan[] wants to know how much monies will be handed to the representative after we transfer it either to [a 500.com Consultant] or [a different 500.com Consultant]. Well, the last time the money was deposited by the corporation in the form of lecture fees. However, this time, such a political contribution is no good. Thus, I need to explain to Pan[] how the monies will be transferred and how to confirm the receipt of the funds."

30. On or about that same day, 500.com Consultant 2 responded to 500.com Consultant 1, "[t]hat is why the best way not to be discovered is to bring cash on a hand-carry basis, which will not leave any trails." 500.com Consultant 1 then noted, "In addition, Pan[] is now thinking. That is, without any rationale or reason, to withdraw the funds from the company is not possible. He has to find a proper reason to follow suitable financial treatments."

31. Pan directed, actively supervised, and closely tracked the efforts to pay these bribes. On or about September 21, 2017, Pan sent a voice message to two 500.com Consultants, including 500.com Consultant 1, asking for confirmation regarding the amount of the bribes, and noting that he had discussed the amount with a 500.com employee. Pan stated "How much did you say that fee is ultimately? I thought it was 21 million, might need to add some odd amount or something, we'll see. If it's to be paid in Japanese yen, we'll just pay in Japanese yen. So why did [500.com employee] tell me today that it is more than 26 million?"

32. Later that day, 500.com Consultant 1 replied to Pan with screenshots of his text messages with 500.com Consultant 2 showing a breakdown of the bribe payments and the intended recipients. The screenshots showed that 500.com intended to pay approximately ¥800,000 to

Japanese Official 1, approximately ¥50,000 to Japanese Official 2, and to make additional bribe payments ranging from approximately ¥200,000 to ¥600,000 to other members of the Japanese National Diet.

33. Pan then responded to 500.com Consultant 1 that same day, September 21, 2017, via a voice message stating, "Okay, I understand, understood."

34. In order to conceal the nature of the bribe payments, 500.com entered into a sham IR consulting agreement to justify the large wire transfer it used to fund the bribes. In or around September 2017, 500.com signed a consulting agreement with a Singaporean subsidiary of a Japanese marketing and media resource company for which 500.com Consultant 1 served as director and senior manager ("Consulting Company 1"). This consulting agreement was purportedly to commission an "IR Research Report." Consulting Company 1 never created or delivered this report.

35. On or about September 22, 2017, 500.com wired approximately $233,715.45 to Consulting Company 1's bank account through a bank account held at Bank 1 in the United States. On or about September 26, 2017, Consulting Company 1 wired the identical amount to an account owned by an associate of 500.com Consultant 2. On or about that same day, 500.com Consultant 2 withdrew, in Hong Kong dollars, the equivalent of $233,707.11 in Hong Kong and converted it to Japanese Yen. Two days later, 500.com Consultant 2 and 500.com Consultant 3 personally delivered cash bribes to Japanese Official 1 and Japanese Official 2, as well as to other Japanese lawmakers, at their offices in Japan.

Travel, Entertainment, and Gifts

36. In addition, 500.com, through its officers, employees, and agents, paid bribes in the form of luxury trips for Japanese Official 1, Japanese Official 2, and several other Japanese officials, including private jet travel, shopping sprees, and entertainment. These trips were an effort to improperly obtain the Japanese Officials' support for 500.com's bid to open an IR in Japan.

37. In or around December 2017, 500.com paid approximately $216,527 for a trip to Macao, China, for several Japanese officials, including Japanese Official 1 and Japanese Official 2. Pan and the 500.com Consultants also attended the trip. Although the trip included a short visit to 500.com's offices in Shenzhen and a business presentation, Pan and 500.com primarily used the trip as an opportunity to pay for flights on a private jet, gambling chips, luxury goods and meals, sex workers, and five-star accommodations, as well as distribute cash bribes to each of the Japanese officials who attended, including Japanese Official 1 and Japanese Official 2.

38. For example, Pan and the 500.com Consultants discussed purchasing luxury goods, such as a Celine handbag, for some of the officials on the trip. On or about December 28, 2017, Pan sent a voice message to the 500.com Consultants via WeChat stating, "I will buy the item. Celine product? Well, let's look at how much does it cost. As he is a Diet member. What do you [] think? Should it be better to buy, we may better buy it. . . . We have already prepared monies."

39. After the Macao trip, 500.com Consultant 2 and Japanese Official 2 discussed concealing the bribes by making it appear as though Japanese Official 1 and Japanese Official 2 had reimbursed 500.com for the cost of the trip. 500.com issued false invoices for these costs, but 500.com did not expect to be, and was not, reimbursed.

40. On or about February 5, 2018, the 500.com Consultants discussed Pan's concerns that the bribes had not yet secured Japanese Official 1's support for 500.com's IR bid. 500.com

Consultant 1 sent a WeChat message to 500.com Consultant 3 stating: "However, Pan[] stated 'Honestly speaking, it was not clear how the line through [Japanese Official 1] had been functioning for us.' So far, he has not stated clearly that he would support 500, has he? With respect to the matter, I would appreciate it if [Japanese Official 1] would tell Pan[] next time that he would support 500 in terms of the matter concerning IR."

41. In or around February 2018, 500.com paid approximately $6,871 for a ski trip to Hokkaido, Japan for Japanese Official 1 and his family, and Japanese Official 2. Pan did not attend, but approved payment for all expenses during the trip, which included lift tickets, ski equipment, snowmobiles, hot springs visits, and other entertainment for the officials and family members.

42. During the Hokkaido trip, Pan communicated directly with the 500.com Consultants in attendance and supervised their efforts. While in Hokkaido, on or about February 11, 2018, one of the 500.com Consultants texted Pan to report: "Japanese Official 1 is still extremely happy because ordinarily he never sees his sons. While eating he expressed his position – he will exhaust all efforts to bring IR here." Pan responded: "This is indeed good news!"

43. In addition to the cash bribes, travel, gifts, and entertainment for the Japanese government officials, 500.com paid approximately $999,244 to the 500.com Consultants, approximately $370,774 to Consulting Company 1, and approximately $55,422 in reimbursements for various expenses associated with the bribe payments, all to facilitate and conceal the corrupt payments in order to obtain or retain business for 500.com.

False Books and Records

44. In furtherance of the scheme, 500.com, through its officers, employees, and agents, caused bribe payments related to its efforts to open an IR in Japan to be falsely recorded as legitimate expenses, including consulting payments, in 500.com's internal accounting records.

Therefore, 500.com knowingly and willfully conspired and agreed with others to cause the bribe payments to be falsely recorded as legitimate expenses in 500.com's books, records, and accounts.

45. For instance, on or about September 21, 2017, 500.com entered into a sham contract with Consulting Company 1 agreeing to pay approximately ¥26,300,000 ($233,715.45) for "IR research and reports" that were never prepared or delivered. On or about that same day, 500.com caused Consulting Company 1 to issue a false invoice to 500.com for "IR research and reports" for the same amount. On or about September 22, 2017, 500.com wired approximately $233,715.45 to Consulting Company 1's bank account — through a Bank 1 correspondent bank account in the United States — for the purpose of making bribe payments to various Japanese officials, and caused that payment to be falsely recorded as "Management expense_advisory fees" in its consolidated books and records.

46. Also in furtherance of the scheme, Pan signed false Sarbanes-Oxley certifications in 500.com's consolidated books, records, and accounts. Specifically, in or around April 2018 and April 2019, Pan, as Chief Executive Officer of 500.com, signed annual Sarbanes-Oxley certifications that falsely stated that Pan had disclosed to 500.com's auditors and Board of Directors "any fraud, whether or not material, that involves management." These certifications failed to disclose, among other things, the bribe payments to the various Japanese officials described herein, and the existence of false books, records, and accounts related to facilitating and concealing those payments. These certifications were filed electronically through SEC servers located in the District of New Jersey.

ATTACHMENT B

CERTIFICATE OF CORPORATE RESOLUTIONS

WHEREAS, Bit Mining, Ltd. (the "Company") has been engaged in discussions with the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and the United States Attorney's Office for the District of New Jersey (the "USAO-DNJ") (collectively, the "Offices") regarding issues arising in relation to the Offices' investigation of violations of Title 18, United States Code, Section 371, Conspiracy, and Title 15, United States Code, Sections 78dd-1 and 78m, the Foreign Corrupt Practices Act by certain of the Company's employees and agents;

WHEREAS, in order to resolve such discussions, it is proposed that the Company enter into a certain agreement with the Offices (the "Agreement"); and

WHEREAS, the Company's Chief Executive Officer, Xianfeng Yang, together with outside counsel for the Company, have advised the Board of Directors of the Company of its rights, possible defenses, the Sentencing Guidelines' provisions, and the consequences of entering into such Agreement with the Offices;

Therefore, the Board of Directors has RESOLVED that:

1. The Company: (a) acknowledges the filing of the two-count Information charging the Company with violating Title 18, United States Code, Section 371, and Title 15, United States Code, Section 78m; (b) waives indictment on such charges and enters into the Agreement with the Offices; (c) agrees to accept a monetary penalty against the Company totaling $54,000,000 — reduced to $10,000,000 due to the Company's inability to pay — with respect to the conduct described in the Information, and to pay the $10,000,000 penalty to the United States Treasury;

and (d) admits the Court's jurisdiction over the Company and the subject matter of such action and consents to the judgment therein;

2. The Company accepts the terms and conditions of the Agreement, including, but not limited to: (a) a knowing waiver of its rights to a speedy trial pursuant to the Sixth Amendment to the United States Constitution, Title 18, United States Code, Section 3161, and Federal Rule of Criminal Procedure 48(b); (b) a knowing waiver for purposes of this Agreement and any charges by the United States arising out of the conduct described in the attached Statement of Facts of any objection with respect to venue and consents to the filing of the Information, as provided under the terms of the Agreement, in the United States District Court for the District of New Jersey; and (c) a knowing waiver of any defenses based on the statute of limitations for any prosecution relating to the conduct described in the attached Statement of Facts or relating to conduct known to the Offices prior to the date on which the Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of the Agreement;

3. The Company's Chief Executive Officer Xianfeng Yang and Chief Compliance Officer Bob Yu are hereby authorized, empowered and directed, on behalf of the Company, to execute the Agreement substantially in such form as reviewed by this Board of Directors at this meeting with such changes as the Chief Compliance Officer of the Company, Bob Yu, may approve;

4. The Company's Chief Executive Officer Xianfeng Yang and Chief Compliance Officer Bob Yu are hereby authorized, empowered, and directed to take any and all actions as may be necessary or appropriate and to approve the forms, terms or provisions of any agreement or other documents as may be necessary or appropriate, to carry out and effectuate the purpose and intent of the foregoing resolutions; and

5. All of the actions of any two of the Chief Executive Officer Xianfeng Yang, the Chief Financial Officer Qiang Yuan, and the Chief Compliance Officer Bob Yu, which actions would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions, are hereby severally ratified, confirmed, approved, and adopted as actions on behalf of the Company.

Date: 29th August, 2024 By: _____

Xianfeng Yang
Chief Executive Officer
Bit Mining, Ltd.

Date: 29th August, 2024 By: _____

Bob Yu
General Counsel
Chief Compliance Officer
Bit Mining, Ltd.

ATTACHMENT C

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance code, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.*, and other applicable anti-corruption laws, Bit Mining, Ltd. (the "Company") agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, the Company agrees to modify its compliance program, including internal controls, compliance policies, and procedures in order to ensure that it maintains: (a) an effective system of internal accounting controls designed to ensure the making and keeping of fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that incorporates relevant internal accounting controls, as well as policies and procedures designed to effectively detect and deter violations of the FCPA and other applicable anti-corruption law. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of the Company's existing internal controls, compliance code, policies, and procedures:

Commitment to Compliance

1. The Company will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to compliance with its corporate policy against violations of the anti-corruption laws, its compliance policies, and its Code of Conduct, and demonstrate rigorous support for compliance principles via their actions and words.

2. The Company will ensure that mid-level management throughout its organization reinforce leadership's commitment to compliance policies and principles and encourage employees to abide by them. The Company will create and foster a culture of ethics and compliance with the law in their day-to-day operations at all levels of the Company.

Periodic Risk Assessment and Review

3. The Company will implement a risk management process to identify, analyze, and address the individual circumstances of the Company, in particular the foreign bribery risks facing the Company.

4. On the basis of its periodic risk assessment, the Company shall take appropriate steps to design, implement, or modify each element of its compliance program to reduce the risk of violations of the anti-corruption laws, its compliance policies, and its Code of Conduct.

Policies and Procedures

5. The Company will develop and promulgate a clearly articulated and visible corporate policy against violations of the FCPA and other applicable anti-corruption laws (collectively, the "anti-corruption laws"), which shall be memorialized in a written compliance policy or policies.

6. The Company will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and the Company's compliance policies and Code of Conduct, and the Company will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of the Company. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where

necessary and appropriate, outside parties acting on behalf of the Company in a foreign jurisdiction, including all agents and business partners. The Company shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of the company. Such policies and procedures shall address:

a. gifts;

b. hospitality, entertainment, and expenses;

c. customer travel;

d. political contributions;

e. charitable donations and sponsorships;

f. facilitation payments; and

g. solicitation and extortion.

7. The Company will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a. transactions are executed in accordance with management's general or specific authorization;

b. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c. access to assets is permitted only in accordance with management's general or specific authorization; and

d. the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

8. The Company shall review its anti-corruption compliance policies and procedures as necessary to address changing and emerging risks and update them as appropriate to ensure their continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Independent, Autonomous, and Empowered Oversight

9. The Company will assign responsibility to one or more senior corporate executives of the Company for the implementation and oversight of the Company's anti-corruption compliance policies and procedures. Such corporate official(s) shall have the authority to report directly to independent monitoring bodies, including internal audit, the Company's Board of Directors, or any appropriate committee of the Company's Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources, authority, and support from senior leadership to maintain such autonomy.

Training and Guidance

10. The Company will implement mechanisms designed to ensure that its Code of Conduct and anti-corruption compliance policies and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (e.g., internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to the Company, and, where necessary and appropriate, agents and business partners; and (b) metrics for

measuring knowledge retention and effectiveness of the training. The Company will conduct training in a manner tailored to the audience's size, sophistication, or subject matter expertise and, where appropriate, will discuss prior compliance incidents.

11. The Company will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with the Company's anti-corruption compliance policies and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which the Company operates.

Confidential Reporting Structure and Investigation of Misconduct

12. The Company will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or the Company's Code of Conduct or anti-corruption compliance policies and procedures.

13. The Company will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or the Company's anti-corruption compliance policies and procedures.

Compensation Structures and Consequence Management

14. The Company will implement clear mechanisms to incentivize behavior amongst all directors, officers, employees, and, where necessary and appropriate, parties acting on behalf of the Company that comply with its corporate policy against violations of the anti-corruption

laws, its compliance policies, and its Code of Conduct. These incentives shall include, but shall not be limited to, the implementation of criteria related to compliance in the Company's compensation and bonus system.

15. The Company will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures by the Company's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. The Company shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, Code of Conduct, and compliance policies and procedures and making modifications necessary to ensure the overall anti-corruption compliance program is effective.

Third-Party Management

16. The Company will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a. properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b. informing agents and business partners of the Company's commitment to abiding by anti-corruption laws, and of the Company's Code of Conduct and anti-corruption compliance policies and procedures; and

c. seeking a reciprocal commitment from agents and business partners.

17. The Company will understand and record the business rationale for using a third party in a transaction, and will conduct adequate due diligence with respect to the risks posed by a third-party partner such as a third-party partner's reputations and relationships, if any, with foreign officials. The Company will ensure that contract terms with third parties specifically describe the services to be performed, that the third party is actually performing the described work, and that its compensation is commensurate with the work being provided in that industry and geographical region. The Company will engage in ongoing monitoring and risk management of third-party relationships through updated due diligence, training, audits, and/or annual compliance certifications by the third party.

18. Where necessary and appropriate, the Company will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, the Company's Code of Conduct or compliance policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

19. The Company will develop and implement policies and procedures for mergers and acquisitions requiring that the Company conduct appropriate risk-based due diligence on

potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

20. The Company will ensure that the Company's Code of Conduct and compliance policies and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with the Company and will promptly:

a. train the directors, officers, employees, agents, and business partners consistent with Paragraph 10 above on the anti-corruption laws and the Company's compliance policies and procedures regarding anti-corruption laws;

b. where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable;

c. where warranted, establish a plan to integrate the acquired businesses or entities into the Company's enterprise resource planning systems as quickly as practicable.

Monitoring and Testing

22. The Company will conduct periodic reviews and testing of all elements of its compliance program to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and the Company's Code of Conduct and anti-corruption compliance policies and procedures, taking into account relevant developments in the field and evolving international and industry standards.

23. The Company will ensure that compliance and control personnel have sufficient direct or indirect access to relevant sources of data to allow for timely and effective monitoring and/or testing of transactions.

Analysis and Remediation of Misconduct

24. The Company will conduct a root cause analysis of misconduct, including prior misconduct, to identify any systemic issues and/or any control failures. The Company will timely and appropriately remediate the root causes of misconduct. The Company will ensure that root causes, including systemic issues and controls failures, and relevant remediation are shared with management as appropriate.

ATTACHMENT D

COMPLIANCE REPORTING REQUIREMENTS

Bit Mining, Ltd. (the "Company") agrees that it will report to the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section") and the United States Attorney's Office for the District of New Jersey (the "Office") periodically. During the Term, the Company shall review, test, and update its compliance program and internal controls, policies, and procedures described in Attachment C. The Company shall be required to: (i) conduct an initial ("first") review and submit a first report and (ii) conduct and prepare at least two follow-up reviews and reports, as described below. Prior to conducting each review, the Company shall be required to prepare and submit a workplan for the review.

In conducting the reviews, the Company shall undertake the following activities, among others: (a) inspection of relevant documents, including the Company's current policies, procedures, and training materials concerning compliance with the FCPA and other applicable anti-corruption laws; (b) inspection and testing of the Company's systems procedures, and internal controls, including record-keeping and internal audit procedures at sample sites; (c) meetings with, and interviews of, relevant current and, where appropriate, former directors, officers, employees, business partners, agents, and other persons; and (d) analyses, studies, and comprehensive testing of the Company's compliance program. If the Company engages third-party consultants or advisors to assist in conducting reviews consistent with this Agreement, it agrees to make such third-party consultants or advisors available to communicate with the Fraud Section and the Office upon request.

Written Work Plans, Reviews and Reports

a. The Company shall conduct a first review and prepare a first report,

followed by at least two follow-up reviews and reports.

b. Within sixty (60) calendar days of the date this Agreement is executed, the Company shall, after consultation with the Fraud Section and the Office, prepare and submit for review and approval by the Fraud Section and the Office a written work plan to address the Company's first review. The Fraud Section and the Office shall have thirty (30) calendar days after receipt of the written work plan to provide comments.

c. With respect to each follow-up review and report, after consultation with the Fraud Section and the Office, the Company shall prepare and submit for review and approval by the Fraud Section and the Office a written work plan within forty-five (45) calendar days of the submission of the prior report. The Fraud Section and the Office shall provide comments within thirty (30) calendar days after receipt of the written work plan.

d. All written work plans shall identify with reasonable specificity the activities the Company plans to undertake to review and test each element of its compliance program, as described in Attachment C.

e. Any disputes between the Company and the Fraud Section and the Office with respect to any written work plan shall be decided by the Fraud Section and the Office in their sole discretion.

f. No later than one year from the date this Agreement is executed, the Company shall submit to the Fraud Section and the Office a written report setting forth: (1) a complete description of its remediation efforts to date; (2) a complete description of the testing conducted to evaluate the effectiveness of the compliance program and the results of that testing; and (3) its proposals to ensure that its compliance program is reasonably designed, implemented, and enforced so that the program is effective in deterring and detecting violations of the FCPA and

other applicable anti-corruption laws. The report shall be transmitted to:

Deputy Chief – FCPA Unit
Deputy Chief – CECP Unit
Criminal Division, Fraud Section
United States Department of Justice
1400 New York Avenue NW
Washington, DC 20005

Chief, Economic Crimes Unit
United States Attorney's Office
District of New Jersey
970 Broad Street
Newark, NJ 07102

The Company may extend the time period for issuance of the first report with prior written approval of the Fraud Section and the Office.

Follow-up Reviews and Reports

g. The Company shall undertake at least two follow-up reviews and reports, incorporating the views of the Fraud Section and the Office on the Company's prior reviews and reports, to further monitor and assess whether the Company's compliance program is reasonably designed, implemented, and enforced so that it is effective at deterring and detecting violations of the FCPA and other applicable anti-corruption laws.

h. The first follow-up ("second") review and report shall be completed by no later than one year after the first report is submitted to the Fraud Section and the Office.

i. The second follow-up ("third") report shall include a plan for ongoing improvement, testing, and review of the compliance program to ensure the sustainability of the program. The third report shall be completed and delivered to the Fraud Section and the Office no later than thirty (30) days before the end of the Term.

j. The Company may extend the time period for submission of any of the follow-up reports with prior written approval of the Fraud Section and the Office.

Confidentiality of Submissions

k. Submissions by the Company, including the work plans and reports, will

likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the submissions could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the submissions and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent the Fraud Section and the Office determines in their sole discretion that disclosure would be in furtherance of the Fraud Section and the Office's discharge of their duties and responsibilities or is otherwise required by law.

ATTACHMENT E

CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
District of New Jersey
Attention: United States Attorney

Re: Deferred Prosecution Agreement Disclosure Certification

The undersigned certify, pursuant to Paragraph 22 of the Deferred Prosecution Agreement ("the Agreement") filed on November 18, 2024, in the United States District Court for the District of New Jersey, by and between the United States of America and BIT Mining, Ltd. (the "Company"), that undersigned are aware of the Company's disclosure obligations under Paragraph 6 of the Agreement, and that the Company has disclosed to the United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and the United States Attorney's Office for the District of New Jersey (the "USAO-DNJ") (collectively, the "Offices") any and all evidence or allegations of conduct required pursuant to Paragraph 6 of the Agreement, which includes, but is not limited to, evidence or allegations of any violation of the anti-bribery or accounting provisions of the Foreign Corrupt Practices Act committed by the Company's employees and agents ("Disclosable Information"). This obligation to disclose information extends to any and all Disclosable Information that has been identified through the Company's compliance and controls program, whistleblower channel, internal audit reports, due diligence procedures, investigation process, or other processes. The undersigned further acknowledge and agree that the reporting requirements contained in Paragraph 6 and the representations contained in this certification constitute a significant and important component of the Agreement and of the Offices' determination whether the Company has satisfied its obligations under the Agreement.

The undersigned hereby certify that they are the Chief Executive Officer and the Chief Financial Officer of BIT Mining, Ltd., respectively, and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of New Jersey. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the District of New Jersey.

Date: _____ Name (Printed): Xianfeng Yang

Name (Signed): _____
Chief Executive Officer
BIT Mining, Ltd.

Date: _____ Name (Printed): Qiang Yuan

Name (Signed): _____
Chief Financial Officer
BIT Mining, Ltd.

ATTACHMENT F

CERTIFICATION

To: United States Department of Justice
Criminal Division, Fraud Section
Attention: Chief of the Fraud Section

United States Attorney's Office
District of New Jersey
Attention: United States Attorney

Re: Deferred Prosecution Agreement Compliance Certification

The undersigned certify, pursuant to Paragraph 15 of the Deferred Prosecution Agreement (the "Agreement") filed on November 18, 2024, in the United States District Court for the District of New Jersey, by and between the United States of America and BIT Mining, Ltd. (the "Company"), that the undersigned are aware of the Company's compliance obligations under Paragraphs 12 and 13 and Attachment C of the Agreement, and that, based on the undersigned's review and understanding of the Company's anti-corruption compliance program, the Company has implemented an anti-corruption compliance program that meets the requirements set forth in Attachment C to the Agreement. The undersigned certifies that such compliance program is reasonably designed to detect and prevent violations of the Foreign Corrupt Practices Act and other applicable anti-corruption laws throughout the Company's operations. The undersigned further certifies that based on a review of the Company's reports submitted to the Department of Justice, Criminal Division, Fraud Section, and the United States Attorney's Office for the District of New Jersey pursuant to Paragraph 14 of the Agreement, the reports were true, accurate, and complete as of the date they were submitted.

The undersigned hereby certify that they are respectively the Chief Executive Officer and the Chief Compliance Officer of BIT Mining, Ltd., and that each has been duly authorized by the Company to sign this Certification on behalf of the Company.

This Certification shall constitute a material statement and representation by the undersigned and by, on behalf of, and for the benefit of, the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001, and such material statement and representation shall be deemed to have been made in the District of New Jersey. This Certification shall also constitute a record, document, or tangible object in connection with a matter within the jurisdiction of a department and agency of the United States for purposes of 18 U.S.C. § 1519, and such record, document, or tangible object shall be deemed to have been made in the District of New Jersey.

Date: _____ Name (Printed): Xianfeng Yang

Name (Signed): _____
Chief Executive Officer
BIT Mining, Ltd.

Date: _____ Name (Printed): Bob Yu

Name (Signed): _____
General Counsel
Chief Compliance Officer
BIT Mining, Ltd.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA	:	Hon.
	:	
v.	:	Crim. No.
	:	
BIT MINING, LTD., formerly known as 500.COM LTD.	:	18 U.S.C. § 371
	:	15 U.S.C. §§ 78m(b)(2)(A), 78m(b)(5), and 78ff(a)
	:	

INFORMATION

The defendant having waived in open court prosecution by Indictment, the United States Attorney for the District of New Jersey, charges:

GENERAL ALLEGATIONS

Relevant Statutory Background

1. The Foreign Corrupt Practices Act of 1977, as amended, Title 15, United States Code, Sections 78dd-1, *et seq*. (the "FCPA"), was enacted by Congress for the purpose of, among other things, making it unlawful for certain classes of persons to act corruptly in furtherance of an offer, promise, authorization, or payment of money or anything of value, directly or indirectly, to a foreign official for the purpose of obtaining or retaining business for, or directing business to, any person.

2. Further, the FCPA's accounting provisions, among other things, (i) require every issuer of publicly traded securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934 (the "Securities Exchange Act"), Title 15, United States Code, Section 78l, (a) to file periodic reports with the United States Securities and Exchange Commission ("SEC") under Section 15(d) of the Securities

Exchange Act, Title 15, United States Code, Section 78o(d), and (b) to make and keep books, records, and accounts that accurately and fairly reflect transactions and the distribution of the company's assets; and (ii) prohibit the knowing and willful falsification by any person of an issuer's books, records, or accounts, Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

Relevant Entities and Individuals

3. At all times relevant to this Information, unless otherwise specified:

a. Defendant BIT Mining, Ltd. (the "Company") was a cryptocurrency mining company incorporated in the Cayman Islands, with a principal executive office located in Hong Kong. The Company had a class of publicly traded securities that were listed on the New York Stock Exchange ("NYSE") under the ticker symbol "BTCM."

b. From in or around 2017 through in or around 2019, the Company — then operating under the name 500.com Ltd. ("500.com") — was a Chinese online sports lottery company incorporated in the Cayman Islands, with a principal executive office in Shenzhen, China. In addition to its then-existing lines of business, 500.com sought to develop and open an Integrated Resort ("IR") in Japan. 500.com had a class of publicly traded securities that were listed and traded on the NYSE and the National Association of Securities Dealers Automated Quotations ("NASDAQ") under the ticker symbol "WBAI." Effective April 20, 2021, 500.com changed its NYSE ticker symbol from WBAI to BTCM. 500.com was an issuer of publicly traded securities registered with the SEC pursuant to Section 12(b) of the

Securities Exchange Act, Title 15, United States Code, Section 78l, and was required to file periodic reports with the SEC under Section 13 of the Securities Exchange Act. Thus, the Company was an "issuer" within the meaning of the FCPA, Title 15, United States Code, Sections 78dd-1(a) and 78m(b).

c. 500.com Nihon ("500.com Japan") was a wholly owned subsidiary of 500.com, headquartered in Tokyo, Japan. 500.com Japan was created in furtherance of 500.com's efforts to enter the IR market in Japan. 500.com Japan was under the direction and control of 500.com, and its books, records, and accounts were included in the consolidated financial statements of 500.com that were filed with the SEC. 500.com Japan was an "agent" of 500.com, an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

d. Zhengming Pan ("Pan") was a Chinese citizen and resident, and was Chief Executive Officer of 500.com from in or around 2014 to in or around 2020. Pan was also a director of 500.com Japan. Pan's business responsibilities included oversight and management of 500.com, 500.com Japan, and 500.com's other subsidiaries, including business development, strategy, operations, and finance. Pan was an "officer," "employee," and "agent" of 500.com, an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a).

e. The "500.com Consultants," individuals whose identities are known to the United States and the Company, were Chinese and Japanese citizens who were engaged as consultants by 500.com to assist the Company in its efforts to enter the Japanese IR market. The 500.com Consultants were each "agents"

of 500.com, an "issuer," as those terms are used in the FCPA, Title 15, United States Code, Section 78dd-1(a), and included the following individuals:

i. "500.com Consultant 1," a Chinese citizen and Japanese resident who 500.com engaged as a consultant and translator to assist the Company in its efforts to enter the Japanese IR market.

ii. "500.com Consultant 2" and "500.com Consultant 3," each a Japanese citizen and resident who 500.com engaged as a consultant to assist the Company in its efforts to enter the Japanese IR market.

f. "Japanese Official 1," an individual whose identity is known to the United States and the Company, was a citizen of Japan and member of the Japanese national legislature. Japanese Official 1 also served as an executive official of the Japanese government with a portfolio that included infrastructure, transport, and tourism during the relevant time period. Japanese Official 1 was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

g. "Japanese Official 2," an individual whose identity is known to the United States and the Company, was a citizen of Japan and was a close aide to Japanese Official 1. Japanese Official 2 was a "foreign official" as that term is defined in the FCPA, Title 15, United States Code, Section 78dd-1(f)(1)(A).

COUNT ONE
(Conspiracy to Violate the FCPA and to Falsify Books and Records)

4. The General Allegations of this Information are realleged here.

5. From in or around 2017 to in or around December 2019, 500.com, through certain of its officers, directors, employees, and agents, knowingly and willfully conspired and agreed with others to: (i) corruptly offer and pay money and other things of value to foreign officials in Japan to secure improper advantages in order to obtain and retain business for 500.com, contrary to Title 15, United States Code, Section 78dd-1(a); and (ii) maintain false books, records, and accounts that did not accurately and fairly reflect the transactions and dispositions of the assets of 500.com, contrary to Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

6. In furtherance of the scheme, 500.com and its co-conspirators corruptly offered and paid approximately $1.9 million to (i) Japanese officials and (ii) the 500.com Consultants, while knowing that the 500.com Consultants would pay the funds, at least in part, to or for the benefit of Japanese officials, in order to obtain and retain business and other advantages for and on behalf of 500.com, specifically to assist 500.com in its efforts to enter the IR market in Japan. The payments were made with the knowledge, authorization, and at the direction of Pan, and Pan directly participated in discussions about the bribe amounts, method of payment, and concealment efforts.

7. In connection with the bribery scheme, and in order to facilitate and conceal the corrupt payments, from at least in or around 2017 to in or around

2019, 500.com, acting through its officers, directors, employees, and agents, including Pan, knowingly and willfully falsified Sarbanes-Oxley certifications, and falsely recorded bribe payments as legitimate expenses, including as "Management expense_advisory fees," in its consolidated books, records, and accounts.

The Conspiracy

8. From in or around 2017 through in or around at least December 2019, in the District of New Jersey and elsewhere, the defendant,

BIT MINING, LTD., formerly known as 500.COM LTD.,

together with 500.com Japan, Pan, the 500.com Consultants, and others, did knowingly and willfully combine, conspire, confederate, and agree together and with each other to commit offenses against the United States, that is:

(a) being an issuer, to make use of the mails and means and instrumentalities of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, and authorization of the payment of any money, offer, gift, promise to give, and authorization of the giving of anything of value to a foreign official, and to any person, while knowing that all and a portion of such money and thing of value would be and had been offered, given, and promised, directly and indirectly, to a foreign official for purposes of: (i) influencing acts and decisions of such foreign official in his or her official capacity; (ii) inducing such foreign official to do and omit to do acts in violation of the lawful duty of such official; (iii) securing any improper advantage; and (iv) inducing such foreign official to use his or her influence with a foreign government and agencies and instrumentalities thereof to affect and influence acts and decisions

of such government and agencies and instrumentalities, in order to assist 500.com in obtaining and retaining business, and directing business to, 500.com and 500.com Japan, contrary to Title 15, United States Code, Section 78dd-1(a); and

(b) to knowingly and willfully, directly and indirectly, falsify and cause to be falsified books, records, and accounts required, in reasonable detail, to accurately and fairly reflect the transactions and dispositions of the assets of 500.com, contrary to Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

Goal of the Conspiracy

9. The goal of the conspiracy was for 500.com and its co-conspirators to (i) gain improper business advantages for 500.com, including support for 500.com's bid to open an IR in Japan, by paying bribes to Japanese government officials, directly and through the 500.com Consultants; and (ii) conceal bribes paid to the Japanese government officials by causing corrupt payments to be falsely recorded in 500.com's consolidated financial records.

Manner and Means of the Conspiracy

10. It was part of the conspiracy that:

The Bribery Scheme

a. In or around 2016, the Japanese National Diet was considering legislation that would allow for the construction of IRs — large resorts that would include hotels and casinos, as well as retail, dining, convention facilities, and entertainment venues — in Japan (the "IR Legislation").

b. At that time, 500.com did not operate in Japan.

c. In or around March 2017, 500.com, under the direction of Pan, began to pursue a potential opportunity to open an IR in Japan. In order to place 500.com in the best position to benefit from the IR Legislation, Pan caused 500.com to create a Japanese subsidiary, 500.com Japan.

d. From in or around March 2017 to in or around September 2017, Pan caused 500.com to engage the 500.com Consultants to assist the Company in paying bribes to Japanese Official 1, Japanese Official 2, and other members of the Japanese National Diet. 500.com and its co-conspirators paid these bribes to secure an improper business advantage for 500.com, including to ensure the success of 500.com's bid to open an IR in Japan.

e. To accomplish the objectives of the scheme, 500.com, through its officers, employees, and agents, engaged in communications among co-conspirators and with the 500.com Consultants, using e-mail, text messages, messaging applications, and other forms of communications.

f. 500.com, through its officers, employees, and agents, paid bribes to Japanese government officials in the form of cash, wire transfers, gifts, travel, and entertainment, which are described below. 500.com, through its officers, employees, and agents, and its co-conspirators also created and caused to be created false and misleading invoices and billing documents to conceal the bribe payments.

g. Despite these bribes, 500.com ultimately did not win the bid to open an IR.

A. Lecture Fee Bribe

h. From the inception of the scheme, the 500.com Consultants discussed the need to make corrupt payments to successfully bid for an IR. On or about July 14, 2017, 500.com Consultant 1 texted 500.com Consultant 2, stating "Pan[] felt relatively negative about . . . head-on competition with a major company in Europe or the U.S. in open application." In reply, 500.com Consultant 2 texted a message stating: "That's true. That's why we're aiming for cities where under-the-table deals can be used. These would be cities such as Rusutsu, Okinawa, etc."[1]

i. Subsequently, in or around August 2017, 500.com, through its officers, employees, and agents, paid Japanese Official 1 a bribe in the amount of approximately ¥2 million (approximately $26,395), concealed as a "lecture fee."

j. Specifically, on or about August 4, 2017, 500.com hosted an IR symposium in Okinawa, Japan to announce its desire to establish an IR in that city and to invest, with others, between ¥100 billion to ¥300 billion in the area (approximately $676 million to $2.03 billion). At the Pan's direction, 500.com invited Japanese Official 1 to speak at the event and approved and paid a lecture fee to Japanese Official 1 in the amount of ¥500,000 (approximately $4,600).

k. On or about August 5, 2017, the day after the symposium, Japanese media publicly reported that Japanese Official 1 would be named to a senior position in the executive branch with a portfolio including infrastructure, transport, and tourism. In this role, Japanese Official 1 would be in charge of tourism and casino

[1] Quoted messages have been translated from the original Japanese and/or Chinese to English.

promotions, overseeing IRs.

l. On or about August 5, 2017, the same day that Japanese Official 1's new role was announced, two of the 500.com Consultants discussed an additional payment to Japanese Official 1 in the amount of approximately ¥2 million. 500.com Consultant 3 texted 500.com Consultant 2 stating, "The appointment of [Japanese Official 1] is on Monday . . . I have made the following arrangements with [Japanese Official 2]. (1) Speaking fee: 200 is OK."

m. 500.com Consultant 1 and 500.com Consultant 3 exchanged text messages discussing Pan's desire to route this "reward payment" to Japanese Official 1 through one of 500.com Consultant 3's companies in order to conceal it. On or about August 7, 2017, 500.com Consultant 1 texted, "Pan[] feels it may become troublesome [to wire the additional payment directly from 500.com to a company owned by Japanese Official 1], should something unexpected happen. Accordingly, he desires to do this through the company owned by [500.com Consultant 3]."

n. On or about August 5, 2017, 500.com Consultant 3 submitted an invoice to 500.com for approximately ¥2.4 million in the name of 500.com Consultant 3's company citing Japanese Official 1's "lecture fee."

o. Pursuant to this invoice, on or about August 31, 2017, 500.com sent a payment of approximately ¥2.4 million to an account controlled by 500.com Consultant 3, which had been opened three months prior. Pan approved this payment, in addition to having approved the earlier approximately ¥500,000

payment for the same lecture fee.

p. In or around late August, 2017, 500.com Consultant 3 transferred the approximately ¥2,000,000 to a company controlled by Japanese Official 1.

q. In subsequent conversations, 500.com Consultant 1 and 500.com Consultant 2 explicitly discussed that the approximately ¥2 million lecture fee was intended as a bribe. For example, on or about September 18, 2017, while discussing the difficulties of paying a separate large cash bribe to Japanese Official 1 and other Japanese officials, 500.com Consultant 2 sent a voice message through a messaging application to 500.com Consultant 1, stating: "When I told you that we would not be able to reveal our plot of paying some to [Japanese Official 1], you responded that 500.com might be able to treat such an amount without any difficulty under the table. . . . But, this time, the amount we are talking about is large." 500.com Consultant 1 replied via voice message: "In [Japanese Official 1's] case, well, there was an actual speech given. Thus some cash was wired to [500.com Consultant 3's] corporate bank account for 500.com as a lecture fee, then [500.com Consultant 3] handled it afterward. That's why it was OK. We were entirely OK to transfer funds to another corporation as a lecture fee payment—this time. There are no specific reasons for expensing cash, which is several times more than before. That is why Pan[] said it would be difficult."

B. Cash Bribes

r. In or around September 2017, 500.com, through its officers,

employees, and agents, paid bribes to Japanese Official 1, Japanese Official 2, and other Japanese government officials in the amount of approximately ¥26.5 million in cash (approximately $233,715). At Pan's direction, 500.com Consultant 2 and 500.com Consultant 3 hand-delivered a portion of this cash to the foreign officials' offices in Tokyo, Japan. These payments were intended to secure improper business advantages for 500.com in Japan, including access to non-public information and influence over the IR bidding process.

s. Pan directed the 500.com Consultants to find a method to justify and conceal the purpose of these funds. The 500.com Consultants exchanged text messages regarding these efforts.

t. For instance, on or about September 18, 2017, 500.com Consultant 1 wrote to 500.com Consultant 2 "rather than bringing cash to Japan . . . I wonder if it is easier . . . [for] 500.com to wire the fund to the account first, then withdraw cash in Japan. . . . in addition, Pan[] wants to know how much monies will be handed to the representative after we transfer it either to [a 500.com Consultant] or [a different 500.com Consultant]. Well, the last time the money was deposited by the corporation in the form of lecture fees. However, this time, such a political contribution is no good. Thus, I need to explain to [Pan] how the monies will be transferred and how to confirm the receipt of the funds."

u. On or about that same day, 500.com Consultant 2 responded to 500.com Consultant 1, "[t]hat is why the best way not to be discovered is to bring cash on a hand-carry basis, which will not leave any trails." 500.com

Consultant 1 then noted, "In addition, Pan[] is now thinking. That is, without any rationale or reason, to withdraw the funds from the company is not possible. He has to find a proper reason to follow suitable financial treatments."

v. Pan directed, actively supervised, and closely tracked the efforts to pay these bribes. On or about September 21, 2017, Pan sent a voice message to two 500.com Consultants, including 500.com Consultant 1, asking for confirmation regarding the amount of the bribes, and noting that he had discussed the amount with a 500.com employee. Pan stated "How much did you say that fee is ultimately? I thought it was 21 million, might need to add some odd amount or something, we'll see. If it's to be paid in Japanese yen, we'll just pay in Japanese yen. So why did [500.com employee] tell me today that it is more than 26 million?"

w. Later that day, 500.com Consultant 1 replied to Pan with screenshots of his text messages with 500.com Consultant 2 showing a breakdown of the bribe payments and the intended recipients. The screenshots showed that 500.com intended to pay approximately ¥800,000 to Japanese Official 1, approximately ¥50,000 to Japanese Official 2, and to make additional bribe payments ranging from approximately ¥200,000 to ¥600,000 to other members of the Japanese National Diet.

x. Pan then responded to 500.com Consultant 1 that same day, September 21, 2017, via a voice message stating, "Okay, I understand, understood."

y. In order to conceal the nature of the bribe payments,

500.com entered into a sham IR consulting agreement to justify the large wire transfer it used to fund the bribes. In or around September 2017, 500.com signed a consulting agreement with a Singaporean subsidiary of a Japanese marketing and media resource company for which 500.com Consultant 1 served as director and senior manager ("Consulting Company 1"). This consulting agreement was purportedly to commission an "IR Research Report." Consulting Company 1 never created or delivered this report.

z. On or about September 22, 2017, 500.com wired approximately $233,715.45 to Consulting Company 1's bank account through a bank account held at Bank 1 in the United States. On or about September 26, 2017, Consulting Company 1 wired the identical amount to an account owned by an associate of 500.com Consultant 2. On or about that same day, 500.com Consultant 2 withdrew, in Hong Kong dollars, the equivalent of approximately $233,707.11 in Hong Kong and converted it to Japanese Yen. Two days later, 500.com Consultant 2 and 500.com Consultant 3 personally delivered cash bribes to Japanese Official 1 and Japanese Official 2, as well as to other Japanese lawmakers, at their offices in Japan.

C. Travel, Entertainment, and Gifts

aa. In addition, 500.com, through its officers, employees, and agents, paid bribes in the form of luxury trips for Japanese Official 1, Japanese Official 2, and several other Japanese officials, including private jet travel, shopping sprees, and entertainment. These trips were an effort to improperly obtain the Japanese Officials' support for 500.com's bid to open an IR in Japan.

bb. In or around December 2017, 500.com paid approximately $216,527 for a trip to Macao, China, for several Japanese officials, including Japanese Official 1 and Japanese Official 2. Pan and the 500.com Consultants also attended the trip. Although the trip included a short visit to 500.com's offices in Shenzhen and a business presentation, Pan and 500.com primarily used the trip as an opportunity to pay for flights on a private jet, gambling chips, luxury goods, meals, sex workers, and five-star accommodations, as well as to distribute cash bribes to each of the Japanese officials who attended, including Japanese Official 1 and Japanese Official 2.

cc. For example, Pan and the 500.com Consultants discussed purchasing luxury goods, such as a Celine handbag, for some of the officials on the trip. On or about December 28, 2017, Pan sent a voice message to the 500.com Consultants via WeChat stating, "I will buy the item. Celine product? Well, let's look at how much does it cost. As he is a Diet member. What do you [] think? Should it be better to buy, we may better buy it. . . . We have already prepared monies."

dd. After the Macao trip, 500.com Consultant 2 and Japanese Official 2 discussed concealing the bribes by making it appear as though Japanese Official 1 and Japanese Official 2 had reimbursed 500.com for the cost of the trip. 500.com issued false invoices for these costs, but 500.com did not expect to be, and was not, reimbursed.

ee. On or about February 5, 2018, the 500.com Consultants discussed Pan's concerns that the bribes had not yet secured Japanese Official 1's

support for 500.com's IR bid. 500.com Consultant 1 sent a WeChat message to 500.com Consultant 3 stating: "However, Pan stated 'Honestly speaking, it was not clear how the line through [Japanese Official 1] had been functioning for us.' So far, he has not stated clearly that he would support 500, has he? With respect to the matter, I would appreciate it if [Japanese Official 1] would tell Pan[] next time that he would support 500 in terms of the matter concerning IR."

ff. In or around February 2018, 500.com paid approximately $6,871 for a ski trip to Hokkaido, Japan for Japanese Official 1 and his family, and Japanese Official 2. Pan did not attend, but approved payment for all expenses during the trip, which included lift tickets, ski equipment, snowmobiles, hot springs visits, and other entertainment for the officials and family members.

gg. During the Hokkaido trip, Pan communicated directly with the 500.com Consultants in attendance and supervised their efforts. While in Hokkaido, on or about February 11, 2018, one of the 500.com Consultants texted Pan to report: "Japanese Official 1 is still extremely happy because ordinarily he never sees his sons. While eating he expressed his position – he will exhaust all efforts to bring IR here." Pan responded: "This is indeed good news!"

hh. In addition to the cash bribes, travel, gifts, and entertainment for the Japanese government officials, 500.com paid approximately $999,244 to the 500.com Consultants, approximately $370,774 to Consulting Company 1, and approximately $55,422 in reimbursements for various expenses associated with the bribe payments, all to facilitate and conceal the corrupt payments

in order to obtain or retain business for 500.com.

False Books and Records

ii. In furtherance of the scheme, 500.com, through its officers, employees, and agents, caused bribe payments related to its efforts to open an IR in Japan to be falsely recorded as legitimate expenses, including consulting payments, in 500.com's internal accounting records. Therefore, 500.com knowingly and willfully conspired and agreed with others to cause the bribe payments to be falsely recorded as legitimate expenses in 500.com's books, records, and accounts.

jj. For instance, on or about September 21, 2017, 500.com entered into a sham contract with Consulting Company 1 agreeing to pay approximately ¥26.3 million ($233,715.45) for "IR research and reports" that were never prepared or delivered. On or about that same day, 500.com caused Consulting Company 1 to issue a false invoice to 500.com for "IR research and reports" for the same amount. On or about September 22, 2017, 500.com wired approximately $233,715.45 to Consulting Company 1's bank account — through a Bank 1 correspondent bank account in the United States — for the purpose of making bribe payments to various Japanese officials, and caused that payment to be falsely recorded as "Management expense_advisory fees" in its consolidated books and records.

kk. Also in furtherance of the scheme, Pan signed false Sarbanes-Oxley certifications in 500.com's consolidated books, records, and accounts. Specifically, in or around April 2018 and April 2019, Pan, as a senior executive of

500.com, signed annual Sarbanes-Oxley certifications that falsely stated that Pan had disclosed to 500.com's auditors and Board of Directors "any fraud, whether or not material, that involves management." These certifications failed to disclose, among other things, the bribe payments to the various Japanese officials described herein, and the existence of false books, records, and accounts related to facilitating and concealing those payments. These certifications were filed electronically through SEC servers located in the District of New Jersey.

Overt Acts

11. In furtherance of the conspiracy and to achieve its illegal objectives, 500.com and one or more of its co-conspirators committed, and caused to be committed, the following overt acts in the District of New Jersey and elsewhere:

a. On or about August 5, 2017, at the direction of Pan, 500.com Consultant 3 submitted an invoice to 500.com for approximately ¥2.4 million in the name of 500.com Consultant 3's company that was falsely recorded as Japanese Official 1's "lecture fee" when it was, in fact, intended to fund a bribe to Japanese Official 1.

b. On or about August 31, 2017, 500.com sent a payment of approximately ¥2.4 million to an account controlled by 500.com Consultant 3.

c. In or around late August 2017, an account controlled by 500.com Consultant 3 wired ¥2 million to a company controlled by Japanese Official 1.

d. On or about September 21, 2017, 500.com entered into a sham contract with Consulting Company 1 agreeing to pay approximately ¥26,300,000 ($233,715.45) for "IR research and reports" that were never prepared or delivered.

e. On or about September 21, 2017, that same day, 500.com caused Consulting Company 1 to issue a false invoice to 500.com for "IR research and reports" for the same amount, approximately ¥26.3 million ($233,715.45).

f. On or about September 21, 2017, Pan sent a voice message to two 500.com Consultants, including 500.com Consultant 1, asking to confirm the amount of cash bribes to be paid to Japanese government officials.

g. On or about September 21, 2017, 500.com Consultant 1 replied to Pan's voice message with screenshots of his text messages with 500.com Consultant 2 showing a breakdown of the bribe payments and the intended recipients, including Japanese Official 1 and Japanese Official 2.

h. On or about September 22, 2017, 500.com wired approximately $233,715.45 to Consulting Company 1's bank account — through a Bank 1 correspondent bank account in the United States — for the purpose of making bribe payments to various Japanese government officials.

i. On or about September 26, 2017, approximately $233,715.45 was transferred from Consulting Company 1's bank account to an account owned by an associate of 500.com Consultant 2.

j. On or about September 26, 2017, 500.com Consultant 2 withdrew, in Hong Kong dollars, the equivalent of approximately $233,707.11 and converted it to Japanese Yen.

k. On or about September 28, 2017, 500.com Consultant 2 and 500.com Consultant 3, acting on behalf of 500.com, personally delivered cash bribes to Japanese government officials, including Japanese Official 1 and Japanese Official 2, at their offices in Japan.

l. In or around December 2017, 500.com paid approximately $216,527 for a trip to Macao, China attended by several Japanese government officials, including Japanese Official 1 and Japanese Official 2.

m. On or about December 28, 2017, Pan sent a message to the 500.com Consultants via WeChat discussing the purchase of a luxury item for a Japanese government official who attended the trip to Macao, China.

n. In or around February 2018, 500.com paid approximately $6,871 for a ski trip to Hokkaido, Japan for Japanese Official 1 and his family, and Japanese Official 2.

o. On or about April 27, 2018, Pan, as a senior executive of 500.com, signed an annual Sarbanes-Oxley certification that was filed electronically through SEC servers located in the District of New Jersey, which falsely stated that Pan had disclosed to 500.com's auditors and Board of Directors "any fraud, whether or not material, that involves management" for the year ending December 31, 2017.

p. On or about and April 22, 2019, Pan, as a senior executive of 500.com, signed an annual Sarbanes-Oxley certification that was filed electronically through SEC servers located in the District of New Jersey and that falsely stated that Pan had disclosed to 500.com's auditors and Board of Directors "any fraud, whether or not material, that involves management" for the year ending December 31, 2018.

In violation of Title 18, United States Code, Section 371.

COUNT TWO
(Violation of the Books and Records Provisions of the FCPA)

12. The General Allegations and paragraphs 1 through 7 and 9 through 11 of this Information are realleged here.

13. On or about April 27, 2018, in the District of New Jersey and elsewhere, the defendant,

BIT MINING, LTD., formerly known as 500.COM LTD.,

through its officer, did knowingly and willfully, directly and indirectly, falsify and cause to be falsified books, records, and accounts required, in reasonable detail, to accurately and fairly reflect the transactions and dispositions of the assets of 500.com, an issuer of securities registered pursuant to the Securities Exchange Act of 1934,

and an issuer within the meaning of the FCPA, namely, Sarbanes-Oxley Section 302 Annual Chief Executive Officer Certification on Form 20-F for the Year Ended December 31, 2017.

In violation of Title 15, United States Code, Sections 78m(b)(2)(A), 78m(b)(5), and 78ff(a).

GLENN S. LEON
Chief, Fraud Section
Criminal Division
United States Department of Justice

PHILIP R. SELLINGER
United State Attorney
District of New Jersey

Jil Simon
Ligia Markman
Trial Attorneys

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Assistant United States Attorney