

## CLEAN TEAM AGREEMENT

This Clean Team Agreement (the "**Agreement**") is entered into on 20 July 2021,

BETWEEN

- (1) **Stock Spirits Group PLC**, a company incorporated and registered in England and Wales with company number 08687223, whose registered office is at Solar House, Mercury Park, Wooburn Green, Buckinghamshire, HP10 0HH ("**Stock**")

AND

- (2) **CVC Advisers (Polska) sp z o. o.**, a company incorporated and registered in Warsaw, Poland whose principal address is Pl. Małachowskiego 2, 00-066 Warsaw, Poland ("**CVC**");

(each a "**Party**" and together the "**Parties**")

**WHEREAS:**

- (A) This Agreement is entered into in connection with the proposed acquisition by a newly incorporated company invested in by funds advised by Affiliates of CVC of the entire issued and to be issued share capital of Stock, whether by way of a takeover offer or scheme of arrangement, each as defined in the Companies Act 2006 (the "**Proposed Transaction**"). In this context, CVC needs access to commercially sensitive information of Stock and its subsidiaries ("**Stock Group**") in order to facilitate due diligence and evaluation or analysis of the Proposed Transaction and to facilitate development and integration planning ("**Clean Team Purpose**").
- (B) Access to "**Clean Team Information**" (as defined in paragraph 2.1) will be limited to certain employees of CVC or its Affiliates, and, if necessary, other individuals from identified external advisors of CVC ("**Clean Team**") and will not be accessible to other employees of CVC (or any of their subsidiaries or affiliates), other external advisors of CVC or any other persons. Access to certain Clean Team Information ("**Advisor Only Clean Team Information**" as defined in paragraph 2.1) will be limited only to certain individuals from identified external advisors of CVC ("**Advisor Only Clean Team Members**" as defined in paragraph 1.2).
- (C) The purpose of this Agreement is to set out the terms on the basis of which Clean Team Information will be provided to CVC for the Clean Team Purpose. For the avoidance of doubt, this Agreement places no obligation on Stock to provide any such information to CVC.
- (D) In addition to Clean Team Information exchanged in accordance with this Agreement, the Parties and their respective external antitrust advisors have entered into a joint defence agreement dated [20] July 2021 (the "**JDA**") under

which certain restricted information (as defined therein) may be disclosed to certain external lawyers or consultants.

- (E) Reference is also made to the confidentiality agreement entered into by the Parties on 22 June 2021 as supplemented on 1 July 2021 (the "NDA") and unless expressly defined in this Agreement, defined terms have the meaning set out in the NDA.

**IT IS AGREED** as follows:

**1. CLEAN TEAM MEMBERS**

1.1 The Clean Team shall be made up of those:

- (A) employees of CVC and its Affiliates; and
- (B) external advisors of CVC and its Affiliates hired in connection with the Proposed Transaction,

in each case, who the Parties have agreed in writing to include in Schedule 1, as such schedule may be updated by agreement between the Parties from time to time ("**Clean Team Members**").

1.2 The Parties will agree in writing, and will identify in Schedule 1, those external advisors of CVC and its Affiliates who shall have access to Advisor Only Clean Team Information (as defined below) ("**Advisor Only Clean Team Members**").

1.3 Each Clean Team Member shall sign a copy of the form contained in Schedule 2, as may be amended from time to time by the Parties by mutual written consent.

1.4 CVC will ensure that its Clean Team contains only persons who require access to the Clean Team Information for the Clean Team Purpose. CVC will further ensure that its Clean Team does not contain any persons that has direct responsibility for making decisions in strategic, commercial, sales, pricing, marketing, new product development, or business development or other commercially sensitive decisions with respect to any business owned or controlled by CVC or its Affiliates, and which competes with or operates downstream (i.e. at the wholesale or retail level) from Stock Group for:

- (A) the period prior to completion of the Proposed Transaction; or
- (B) if the Proposed Transaction, does not proceed, the period of twelve months following receipt of the relevant Clean Team Information (as defined in paragraph 2.1).

1.5 CVC will inform Stock Group in writing of the Clean Team Members they select for their Clean Team. The Clean Team Members, including the addition of new members, will be subject to Stock Group's written consent.

## 2. CLEAN TEAM INFORMATION

- 2.1 Information shall be designated and clearly identified as "Clean Team Information" by the Stock Group if in its opinion it is: (A) not publicly available (or otherwise known to CVC receiving such information); (B) is commercially sensitive; and (C) might be expected to influence the commercial strategy of CVC (or its owned, controlled or affiliated businesses). Certain categories of Clean Team Information, in particular (but not limited to) pricing/margin data relating to distribution, customers and procurement shall be designated "**Advisor Only Clean Team Information**"
- 2.2 Clean Team Information shall not include information which: (i) is in the public domain prior to the disclosure; (ii) is lawfully in CVC's possession prior to the disclosure; (iii) becomes part of the public domain by publication or otherwise through no unauthorized act or omission on the part of either Party and no unauthorized act or omission of any third party that is known to CVC; (iv) is independently developed by an employee(s) or other agent(s) of the Parties.
- 2.3 Clean Team Information and Advisor Only Clean Team Information shall be disclosed within clearly identified sections of the virtual dataroom used for due diligence and which are accessible only by the relevant Clean Team Members or shall otherwise be clearly indicated by the Stock Group as being "Advisor Only Clean Team Information" or "Clean Team Information".
- 2.4 CVC shall limit access to: (A) Clean Team Information received from Stock Group to its Clean Team Members only; and (B) Advisor Only Clean Team Information to its Advisor Only Clean Team Members only.
- 2.5 CVC will ensure that Clean Team Members will preserve the confidential nature of Clean Team Information in accordance with the provisions of the NDA. CVC shall not disclose any of the Clean Team Information to any third party (except Clean Team Members), unless it is required to be disclosed by applicable law, regulation or by the order, decree or request of a dispute forum of competent jurisdiction or required or requested by the rules of any applicable regulatory, governmental, stock exchange or supervisory organisation (to which Stock Spirits or CVC is subject), including, without limitation, the Panel and, even then, it shall provide to Stock at least five (5) days' notice prior to such required disclosure, provided, however, that if the pertinent law, regulation, order, decree or request does not permit at least five days' notice, as much notice as is reasonably practicable under the circumstances.
- 2.6 No Clean Team Member or Advisor Only Clean Team Members will disclose relevant Clean Team Information to anyone other than another relevant Clean Team Member or use any Clean Team Information for any purpose other than for the Clean Team Purpose. Where, for the Clean Team Purpose, a Clean Team Member needs to disclose information based on Clean Team Information to someone who is not on the Clean Team, they shall ensure that such information has been redacted and/or aggregated to ensure it is no longer commercially or competitively sensitive, and shall not share any such summaries or findings with non-Clean Team individuals without prior written approval of Stock's external counsel. For some information, it may not be possible sufficiently to redact and/or aggregate it to ensure it is no longer commercially or competitively sensitive, in which

case CVC acknowledges that it would not be permissible for such Clean Team Information to be shared or communicated to someone who is not in the Clean Team.

2.7 For the avoidance of doubt, Clean Team Members may report to the management of CVC its progress and conclusions with regard to the Clean Team Purpose including in connection with any internal investment approval process, subject to the obligation in paragraph 2.6 not to disclose Clean Team Information. It may obtain input from management and business representatives as needed to perform this joint analysis, provided that no Clean Team Member shall disclose to any non-Clean Team personnel any Clean Team Information.

2.8 For the avoidance of doubt nothing in this Agreement will prevent in-house counsel of either Party who are Clean Team Members, and their external advisors who are Advisor Only Clean Team Members, advising on any matter not connected with the Proposed Transaction, provided no Clean Team Information or Confidential Information is used for the purposes of that advice.

### 3. RECORDS

3.1 All Clean Team Information will be kept secure and separate from other records, documents or information. CVC will take appropriate technical and organisational measures to ensure that non-Clean Team Members cannot access any materials containing Clean Team Information.

3.2 Clean Team Members will destroy, render inaccessible or return to CVC's Contact (as set out in clause 4.1 below) any Clean Team Information they possess in the event that they cease to be a Clean Team Member.

3.3 In the event the Proposed Transaction does not proceed, clause 4 of the NDA shall apply *mutatis mutandis* to the return or destruction of Clean Team Information.

### 4. CONTACTS

4.1 Each Party will designate a Contact for the Clean Team. All requests for information, clarification or advice to or from the Clean Team will be managed by the Parties' respective Contacts.

(A)

(B)

4.2 The Parties may replace and/or specify additional Contacts from time to time. Any change by a Party of the Contact will be communicated in writing to the Contact of the other Party.

**5. CONSEQUENCES OF BREACH**

- 5.1 CVC acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement and/or breach of confidence. Accordingly, CVC agrees that Stock Group may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence.

**6. COUNTERPARTS**

- 6.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement.

**7. GOVERNING LAW**

- 7.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**SIGNED** for and on behalf of STOCK SPIRITS GROUP PLC

[Redacted]

\_\_\_\_\_  
Name and position

[Redacted]

\_\_\_\_\_  
Signature

20.7.21

\_\_\_\_\_  
Date

**SIGNED** for and on behalf of CVC Advisers (Polska) sp z o. o

\_\_\_\_\_  
Name and position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SIGNED** for and on behalf of STOCK SPIRITS GROUP PLC

\_\_\_\_\_

Name and position

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**SIGNED** for and on behalf of CVC Advisers (Polska) sp z o. o

BOARD MEMBERS

Name and position

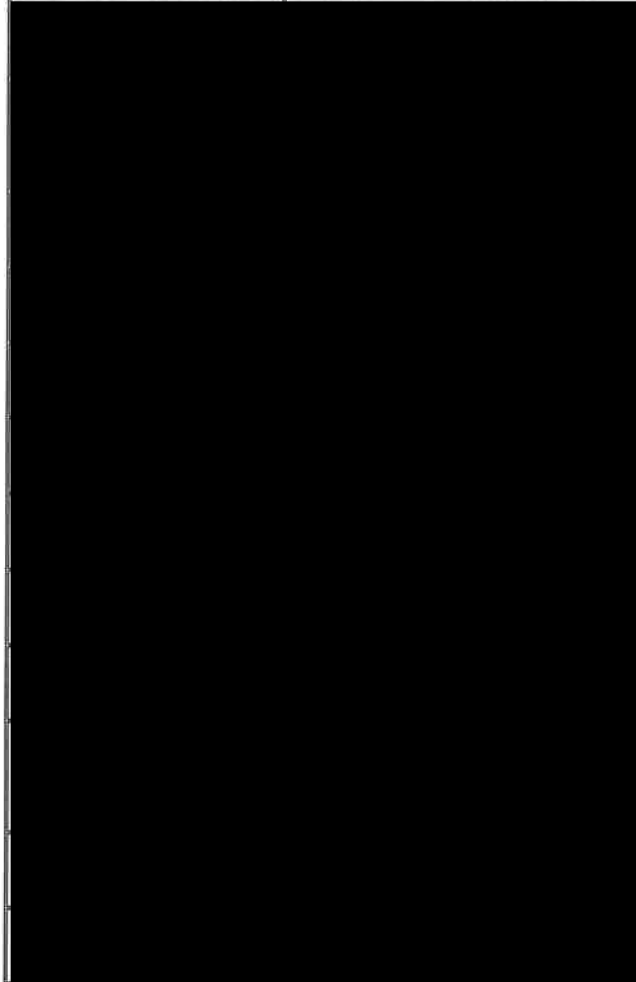
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Date 20/07/2021

SCHEDULE 1

List of CVC Clean Team Members

| Name   | Job Title | Location | Advisor Only Clean Team Member (Y/ N) |
|--|-----------|----------|---------------------------------------|
|  |           | Poland   | N                                     |
|  |           | UK       | N                                     |
|  |           | UK       | N                                     |
|  |           | UK       | Y                                     |
|  |           | UK       | Y                                     |
|  |           | UK       | Y                                     |
|  |           | Italy    | Y                                     |
|  |           | Italy    | Y                                     |
|  |           | UK       | Y                                     |
|  |           | UK       | Y                                     |
|  |           | UK       | Y                                     |
|  |           | UK       | Y                                     |



**SCHEDULE 2**

1. I, \_\_\_\_\_, have read the foregoing Agreement and agree to be bound by its terms with respect to any Clean Team Information (as defined in the Agreement) that is furnished to me.
  
2. I have read the NDA and agree to be bound by its terms with respect to any Clean Team Information and insofar as the terms of the NDA are applicable to me.
  
3. I further agree (i) not to disclose to anyone any Clean Team Information other than as set forth in the Agreement, and (ii) not to make any copies of any Clean Team Information furnished to me except in accordance with the Agreement.
  
4. I confirm that in accordance with Clause 1.4 of the foregoing Agreement, for the period prior to completion of the Proposed Transaction or, if the Proposed Transaction is aborted, the period of twelve months following receipt of Clean Team Information, I do not have direct responsibility for making decisions in strategic, commercial, sales, pricing, marketing, new product development, business development or other commercially sensitive decisions with respect to any business owned or controlled by CVC or its Affiliates, and which competes with or operates downstream (i.e. at the wholesale or retail level) from Stock Group.
  
5. I further agree that any Clean Team Information furnished to me will be used by me only to the extent reasonably necessary to undertake the Clean Team Purpose and for no other purpose.

Agreed and accepted on \_\_\_\_\_ (date)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title