

STRICTLY PRIVATE AND CONFIDENTIAL

To:

CVC Advisers (Polska) sp. z o.o.
Pl. Małachowskiego 2
00-066 Warsaw
Poland
(“**CVC**” and “**you**”)

From:

Stock Spirits Group PLC
Solar House, Mercury Park,
Wooburn Green, Buckinghamshire,
HP10 0HH, United Kingdom
(“**Stock Spirits**” and “**us**” and “**we**”)

22 June 2021

Dear Sirs

Project Tamar

You have expressed an interest in the Proposal and in consideration of us, the members of the Group and our respective Agents making available to you and your Agents the Confidential Information you hereby agree with and acknowledge and undertake to us on the terms set out below.

1. Interpretation

1.1 In this letter:

“**affiliates**” means: (i) in relation to any person (other than CVC), any other person directly or indirectly Controlling, Controlled by, or under common Control with, the first-mentioned person or entity; and (ii) in relation to CVC, the CVC Persons;

“**Agents**” means, in relation to a party and any of its affiliates, that party or that affiliate’s directors, officers, employees, secondees, consultants and advisers (professional and financial, and their legal counsel), but excluding, for the avoidance of doubt, providers of debt and/or equity financing to you and/or your affiliates for the purposes of, or otherwise in connection with, the Proposal;

“**Company**” means Stock Spirits;

“**Confidential Information**” means:

(A) all Information relating directly or indirectly to the Proposal, including the existence of the Proposal and this letter and all discussions and negotiations between you and us (or, in each case, our respective Agents), our willingness to enter into such discussions and negotiations with you or any other party, your prospective interest in the Proposal and/or the transaction contemplated by the

Proposal and the terms and conditions of the Proposal discussed between you and us (or, in each case, our respective Agents); and

- (B) all Information relating to any member of the Group including, without limitation, Information relating to the property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of the Group,

in each case (as applicable), disclosed by or acquired in any way by you, your affiliates and/or your or their Agents (whether on or after the date of this letter) from us or on our behalf by any member of the Group or from any of our respective Agents and includes all copies of any such Information and Information prepared by you or your Agents which contains or otherwise reflects or is generated from such Information,

BUT EXCLUDING:

- (i) all Information that is in, or has (after disclosure to or acquisition by you or your Agents) entered, the public domain otherwise than: (a) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter; or (b) which you know to have been disclosed in breach of any duty of confidentiality owed to us or any member of the Group or our respective Agents;
- (ii) all Information that has been lawfully obtained by you, your affiliates or your or their Agents before it was disclosed by us, any of our affiliates or our and their respective Agents, provided that such Information is not known by you to be subject to any other duty of confidentiality owed to us or any member of the Group or our respective Agents; and
- (iii) all information which is independently created by you, your affiliates or your or their Agents without reference to any Confidential Information;

“Control” means when a person directly or indirectly holds or controls a majority of the voting rights of, or the right to appoint or remove a majority of the board of directors of, or the right to exercise a dominant influence over or otherwise control (by virtue of an undertaking’s constitution or otherwise), another person and **“Controlled”** and **“Controlling”** shall be construed accordingly;

“Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data transmitted, stored or otherwise processed;

“Data Protection Law” means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction;

“Group” means the Company and its subsidiary undertakings, associated undertakings and joint ventures from time to time (subsidiary undertaking, associated undertaking and joint venture each having the meaning ascribed to it in the Companies Act 2006 and Schedule 6 of The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 respectively (but for this purpose ignoring paragraph 19(1)(b) of Schedule 6 of those Regulations));

“Information” means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including digital form;

“Newco” means a newly incorporated company to be invested in by the CVC Funds in connection with the Proposal;

“Panel” means the UK Panel on Takeovers and Mergers;

“parties” means the parties to this letter;

“person” includes a reference to an individual, a body corporate, government body, association or partnership;

“Personal Data” means any personal data (as defined under Data Protection Law in the UK) that is disclosed by or acquired in any way (and whether on or after the date of this letter) from us or any member of the Group or from any of our respective Agents and includes all copies of any such personal data prepared by you or your Agents which contains such personal data;

“Proposal” means the proposed acquisition by Newco of the entire issued and to be issued share capital of the Company, whether by a takeover offer or a scheme of arrangement (in each case, as defined in the Companies Act 2006);

“securities” means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

“UK MAR” means the Market Abuse Regulation (EU) No 596/2014 in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under domestic law from time to time;

“CVC Funds” means any funds or vehicles advised by CVC and/or its affiliates; and

“CVC Persons” means a person that directly, or indirectly, controls or is controlled by, or is under common control with CVC, and also includes Newco and the CVC Funds, in each case, provided they receive Confidential Information in connection with the Proposal, but excludes: (i) CVC Credit Partners Group Holding Foundation and each of its subsidiaries from time to time and (ii) portfolio companies in which any CVC Fund holds an interest or investment (the entities in (i) and (ii) being **“Excluded Entities”**), although if CVC discloses any Confidential Information to an Excluded Entity or the Excluded Entity receives Confidential Information on CVC’s behalf, that Excluded Entity shall, from such time, be deemed to be a CVC Person for all purposes hereunder.

- 1.2 The obligations expressed to be undertaken by you are obligations you owe to us and to each member of the Group.

2. Confidential Information

- 2.1 You will treat and keep all Confidential Information as secret and confidential and will not, without our prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than as provided in paragraph 3. You will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to your own confidential information and in any case no less than reasonable measures and a reasonable degree of care.
- 2.2 You will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than for the purpose of formulating, evaluating, negotiating or implementing the Proposal.
- 2.3 You will not make, or permit or procure to be made, any copies in any form of the Confidential Information except: (a) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter; or (b) with our prior written consent.
- 2.4 Subject to paragraph 2.5, we shall not, without prior written consent from you, disclose the identity of any CVC Person as a potential offeror to any third party other than our affiliates, and our and their Agents, prior to the release of any announcement publicly identifying such CVC Person as such. We shall direct our affiliates and our and their Agents not to make any onward disclosure of the identity of any CVC Person as a potential offeror, and we shall be responsible to you if any of our affiliates and our and their Agents disclose such information to any person to whom we would not be permitted to disclose such information under the terms of this paragraph 2.4.
- 2.5 Nothing in paragraph 2.4 shall operate to restrict us, our affiliates and our and their Agents from making any disclosures which are required by law or the rules of any applicable regulatory, governmental or supervisory organisation, including, without limitation, the Panel.

3. Exceptions and restrictions

- 3.1 The restrictions in paragraph 2.1 do not apply to the disclosure of Confidential Information:
- (A) to your affiliates, and to your and your affiliates' Agents, in each case, who strictly need to receive and consider Confidential Information for the purposes of formulating, evaluating, negotiating and/or implementing the Proposal;
- (B) to the following providers or prospective providers of debt financing to you and/or Newco:
- (i) Citibank;
 - (ii) Deutsche Bank;
 - (iii) Goldman Sachs;

- (iv) ING Group;
- (v) BNP Paribas; and
- (vi) UniCredit,

or to any other provider or prospective provider of debt financing to you and/or Newco in respect of whom our prior written consent is obtained prior to the disclosure of any Confidential Information to such provider of debt financing, together with their Agents, in each case, who strictly need to receive and consider the Confidential Information for the purposes of formulating, evaluating, negotiating and/or implementing the Proposal and its financing:

- (C) to any provider or prospective provider of equity financing in respect of whom our prior written consent is obtained prior to the disclosure of any Confidential Information, together with their Agents, in each case, who strictly need to receive and consider the Confidential Information for the purposes of evaluating the Proposal; and
- (D) which 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 (but subject to paragraph 5).

Save as set out in paragraph 3.1(C), you shall not be permitted to disclose Confidential Information to any providers or potential providers of equity financing for the purposes of the Proposal (whether such persons are providing or potentially providing equity finance to Newco and/or any CVC Person).

3.2 You will ensure that where Personal Data is disclosed by you under paragraphs 3.1(A) to 3.1(C) of this letter, disclosure of Personal Data is limited to those persons who need access to the Personal Data to assess the Proposal and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person's particular duties in assessing the Proposal.

3.3 You will:

- (A) provide each person (excluding the CVC Persons and your and their Agents) to whom any Confidential Information is disclosed by you in accordance with paragraph 3.1(A) to 3.1(C) with a copy of this letter;
- (B) direct that each person to whom any Confidential Information is disclosed by you in accordance with paragraph 3.1(A) to 3.1(C) observes the obligations under this letter which apply to you as if such person were a party to this letter and had undertaken the same obligations as are undertaken by you (save that the provisions of paragraphs 5.2 to 5.5 and paragraphs 7.2 to 7.3 shall not apply to your external advisers and providers of finance); and

(C) ensure each person granted access to Personal Data under paragraph 3.1(A) to 3.1(C) is aware of your duties and his, her or its duties under Data Protection Law and under this letter with respect to the Personal Data.

3.4 You will be responsible for any breach of the applicable terms of this letter by any person to whom you disclose Confidential Information and/or Personal Data under this paragraph 3.

4. Records and return of Confidential Information

You will, upon receipt of a written request from us:

(A) as soon as reasonably practicable, destroy or return at your option to us all hard copy documents and all other materials which are in a form reasonably capable of delivery containing or reflecting any Confidential Information and all copies thereof which have been made by or on behalf of you, your affiliates and your and your affiliates' Agents (except external advisers and providers of finance), other than your, your affiliates and your and your affiliates' Agents own proprietary Information which you or they will destroy; and

(B) ensure that where Confidential Information has not been returned or destroyed under paragraph (A) above, no step will be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine readable form. You will continue to hold such Confidential Information in the same way as you keep your own information secure and confidential.



Notwithstanding the obligations in this paragraph, you and your affiliates (and your and their Agents) will be entitled to retain such copies of such Information: (i) to the extent required by law, regulation or the rules of any applicable governmental, regulatory or supervisory authority or stock exchange, including the rules of a professional body or in order to comply with bona fide internal compliance or audit policies or procedures or insurance policies; or (ii) contained in any electronic file created pursuant to any routine back-up or archiving procedure, and such Information will be held in the same way as you keep your own (or your Agents keep their own) information secure and confidential.

5. Announcements and disclosure

5.1 Subject to paragraphs 5.2, and other than as provided by paragraph 3.1(B), you will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of any Confidential Information, including your prospective interest in the Proposal and/or the transaction contemplated by the Proposal, without our prior written consent.

5.2 If you become (or it is reasonably likely that you will become) compelled by law, regulation or the rules of any applicable regulatory, governmental or supervisory organisation to whose jurisdiction you are subject, to disclose any Confidential Information, you will, where reasonably practicable and to the extent permitted by law, regulation or any such rules, notify us as soon as reasonably practicable so that we may seek any appropriate

means to prevent or minimise that disclosure and you will co-operate with us and take such steps as we may reasonably require for that purpose.

- 5.3 Where you make disclosure of Confidential Information under paragraph 5.2, the disclosure will (where reasonably practicable and to the extent permitted by law or regulation) be made only after prompt consultation with us and after taking into account our reasonable requirements as to its timing, content and manner of making.
- 5.4 Where, in accordance with paragraph 5.2, you are not permitted to consult with us before disclosure is made or it is not reasonably practicable, you will, to the extent permitted by law or regulation, inform us of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.
- 5.5 You will, to the extent permitted by law or regulation, notify us as soon as reasonably practicable of the full circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach.
- 5.6 Any notification required pursuant to this letter should be made immediately to: 
 or such other person or contact numbers as you may be notified in writing from time to time.

6. Personal Data

- 6.1 You acknowledge that Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this letter, in relation to the Personal Data, you will:
- (A) comply with all relevant provisions of Data Protection Law to which you are subject;
 - (B) notify us of a Data Breach as soon as reasonably practicable of becoming aware of it; and
 - (C) notify us as soon as reasonably practicable of receipt by you of any communication: (a) which relates to your or our compliance with Data Protection Law in respect of the Personal Data; or (b) from any individual whose Personal Data you or your Agents process or from any person acting on behalf of such individual.

7. Approaches to us, members of the Group and others

- 7.1 You agree that:
- (A) you will only make contact in connection with the Proposal with our chairman, chief executive officer, chief financial officer and our advisers at J.P. Morgan Cazenove, Numis Securities Limited and Slaughter and May together with such other people who may from time to time be notified to you by us in writing; and

(B) without prejudice to paragraph 7.1(A), you will not, without our prior written consent, directly or indirectly initiate or engage in or have any contact of any kind whatsoever in relation to the Proposal with: (i) any director, officer, employee, consultant, agent, banker or professional adviser (save as provided in paragraph 7.1(A) above) of the Group; or (ii) any client, customer, supplier, joint venture partner, distributor, debtor, contractors, sub-contractors, landlords or tenants of the Group,

except, in each case, where: (i) such contact is made in the ordinary course of business without use of the Confidential Information; and (ii) where such contact is made in the course of conducting commercial or market due diligence in connection with the Proposal on a no-names basis without the use of Confidential Information.

7.2 You represent and warrant that, as at the date of this letter, you have not made any approach to or contact with, or engaged in any discussions or communications with, the shareholders of the Company in relation to the Proposal.

7.3 Subject to paragraph 7.3, during the period of 12 months from the date of this letter, you and your affiliates (and your and their Agents, except external advisers and providers of debt finance) will not directly or indirectly solicit, endeavour to entice away or offer to employ or to enter into any contract for services with any person who is at any time during the negotiations relating to the Proposal employed by us or any member of the Group in a senior capacity, whether or not that person would commit any breach of his or her contract by ceasing to work for us or the member of the Group concerned.

7.4 Nothing in paragraph 7.1(B) will prevent the employment of any person recruited solely through unsolicited approaches, the placing of a public advertisement or through an employment agency (provided that neither you nor your affiliates encouraged the agency to approach the relevant individual).

7.5 You undertake that you will not at any time, without our prior written consent, enter into any discussions or negotiations with or disclose any Confidential Information to another potential bidder in relation to the Proposal.

8. Duration

The obligations under this letter will expire on the earlier of: (i) successful completion of the Proposal; and (ii) 18 months from the date of this letter except where expressly provided otherwise in the terms of this letter.

9. Costs

You confirm that you, your affiliates, your and your affiliates' Agents will each be responsible for your or their own costs whether incurred by yourselves or your Agents in considering or pursuing the Proposal (whether or not it proceeds) and in complying with the terms of this letter.

10. No Representations

You acknowledge that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by us or by any

member of the Group or our respective Agents as to the accuracy or completeness of the Confidential Information or any other Information supplied or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same. You further acknowledge that you will be responsible for making your own decisions on the Confidential Information and the Proposal. Accordingly, you agree that neither we nor any member of the Group nor our respective Agents will be liable for any direct loss, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Proposal. You agree that you will not place any reliance on any statement, representation, warranty or covenant (written, oral or in any other media) made by us or any member of the Group or our respective Agents in connection with the Confidential Information, the Proposal or any other matter contemplated hereby. Each statement in this paragraph is made subject to the terms of any definitive written agreement or agreements entered into between the parties relating to the Proposal and has no application in the case of fraud.

11. Insider dealing and market abuse

You acknowledge and agree that:

- (A) the Confidential Information is provided to you in confidence and you will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the purposes of, or is otherwise prohibited under, UK MAR; and
- (B) the Proposal and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 (“**CJA**”) and accordingly by receiving such Confidential Information you may become an ‘insider’. You consent to being made an insider by virtue of receiving the Confidential Information and acknowledge that, subject to and in accordance with applicable law, you may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information except as permitted by the CJA before the Confidential Information has been made public.

12. Contracts (Rights of Third Parties) Act 1999

- 12.1 The provisions of this letter confer benefits on the persons specifically referred to in paragraph 1.2 (each, a “**Third Party**”) and, subject to the remaining terms of this paragraph 12, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 12.2 Notwithstanding paragraph 12.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.

13. General

- 13.1 This letter constitutes the entire agreement and understanding of the parties as at the date of this letter and it supersedes any previous agreement, draft agreement,

arrangement or understanding (whether in writing or not) between the parties relating to the subject matter of this letter.

- 13.2 No variation of this letter shall be effective unless it is in writing and signed by, or on behalf of, each of the parties.
- 13.3 You acknowledge and agree that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, we may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.
- 13.4 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. No modification to this letter or any waiver granted by us, any member of the Group or our respective Agents in respect of any action taken by you will be effective unless agreed in writing by us.
- 13.5 To the extent that any Confidential Information is covered or protected by privilege, then disclosing such Information to you or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which we or any member of the Group or our respective Agents may have in respect of such Confidential Information.
- 13.6 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 13.7 This letter will enure to the benefit of, and be enforceable by, our successors and assigns and you agree to procure that its terms are observed by any successors and assigns of your business or interests or any part thereof as if they had been party to this letter. You acknowledge and agree that we may assign the benefit of this letter in whole or in part to any person(s) who purchase all or part of the Company or its assets, provided that we notify you of such assignment.
- 13.8 You acknowledge and agree that no right or licence is granted to you in relation to the Confidential Information except as expressly set forth in this letter.
- 13.9 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 13.10 Any consent to be given by us under the terms of this letter may be given on such terms as we determine or may not be given.
- 13.11 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart. Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.
- 13.12 This letter is to be governed by, and construed in accordance with, English law. Except as otherwise agreed, any matter claim or dispute arising out of or in connection with this

letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposal are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Proposal.

We should be grateful if you would confirm your acceptance of the terms of this letter by signing and returning to us the enclosed copy of this letter.

Yours faithfully

A solid black rectangular box redacting the signature of the sender.

for and on behalf of
Stock Spirits Group PLC

To:

Stock Spirits Group PLC
Solar House, Mercury Park,
Wooburn Green, Buckinghamshire,
HP10 0HH, United Kingdom

We agree to the matters set out in your letter dated 22 June 2021 (of which this is a copy)

Dated 22 June 2021

Dated 22 June 2021



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

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