

CANADIAN INVESTOR REPRESENTATION LETTER

To: Link Registrars Limited
PO Box 1110
Maynooth
Co Kildare
Ireland
Email: CAGSupport@linkgroup.ie

And to: The Company and the Underwriters (as defined in the prospectus dated 26 May 2021 (the "Prospectus"))

If a person outside Canada has full discretion to trade securities for the account of a client in Canada without requiring the client's express consent to a transaction, this letter is not required to be completed.

Ladies and Gentlemen:

This letter is delivered in connection with our proposed offer to subscribe in a private placement transaction for Nil Paid Rights, Fully Paid Rights, Provisional Allotment Letters or New Ordinary Shares, as the case may be, (the "**Securities**"), of C&C Group plc (the "**Company**"). Capitalised terms not defined herein have the respective meanings set forth in the Prospectus relating to the offer of New Ordinary Shares by the Company by way of rights. We hereby represent, warrant, undertake and agree as follows:

- (1) we are resident in a province of Canada;
- (2) we are, and at the time of any acquisition or exercise by us of the Securities will be, an accredited investor, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and a permitted client, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*, as set out in the attached schedule, and that we are acquiring, or deemed to be acquiring, the Securities as principal;
- (3) if requested by the Company or an agent acting on its behalf, we will provide documentation to evidence that we are an accredited investor and permitted client as a condition to acquiring the Securities;
- (4) we are aware that the Securities have not been, and will not be, qualified by a prospectus filed under Canadian securities legislation, and, therefore, (i) the Securities are not being offered to shareholders of the Company in Canada except pursuant to an exemption from the prospectus filing requirement of Canadian securities legislation, and (ii) we are acquiring the Securities in a transaction that is exempt from such prospectus filing requirement;
- (5) we understand and agree that any sale or resale of the Securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable Canadian securities laws;
- (6) we have received and read a copy of the Prospectus and have had access to the financial and other information regarding the Company and the Securities as we have requested in connection with our investment decision to subscribe for or purchase the Securities. If we have had any queries regarding this subscription or purchase of Securities or the Company and its affairs, we have asked these questions of and received answers satisfactory to us from the representatives of the Company. We have made our own assessment concerning the relevant tax, legal and other economic considerations relevant to our investment in the Securities. We will base our investment decision solely on the Prospectus, including the information incorporated by

reference therein. We acknowledge that none of the Company, any of its affiliates or any other person (including any of the Underwriters or any of their respective affiliates) has made any representations, express or implied, to it with respect to the Company, the Rights Issue, the Securities or the accuracy, completeness or adequacy of the Prospectus (including the information incorporated by reference therein) or any other financial or other information concerning the Company, the Rights Issue or the Securities, other than (in the case of the Company and its affiliates only) the information contained or incorporated by reference in the Prospectus. We acknowledge and agree that we will not hold the Underwriters or any of their affiliates or any person acting on their behalf responsible or liable for any misstatements in or omissions from any publicly available information relating to the Company. We acknowledge that we have not relied on any investigation that the Underwriters or any person acting on their behalf may or may not have conducted, nor any information contained in any research reports prepared by the Underwriters or any of their respective affiliates, and we have relied solely on our own judgment, examination and due diligence of the Company, and the terms of the transaction, including the merits and risks involved, and not upon any view expressed by or information provided by, or on behalf of, the Underwriters or any of their affiliates. We acknowledge that we have read and agreed to the matters set forth under paragraph 2.8 of Part III of the Prospectus;

- (7) we agree that we will not distribute, forward, transfer or otherwise transmit the Prospectus, or any other presentational or other materials concerning the Rights Issue (including electronic copies thereof) to any person, and we have not distributed, forwarded, transferred or otherwise transmitted any such materials to any person;
- (8) we are not acquiring the Securities as a result of any general solicitation or general advertising, including advertisements, articles, notices or other communications, published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (9) we acknowledge and agree that the Company shall not have any obligation to recognise any offer, resale, pledge or other transfer made other than in compliance with the restrictions on transfer set forth and described herein and that the Company may make notations on its records or give instructions to any transfer agent of the Securities in order to implement such restrictions;
- (10) we acknowledge that the Company, its affiliates, the Underwriters, their respective affiliates, the Registrar and others will rely upon the truth and accuracy of the foregoing warranties, acknowledgements, representations and agreements. We understand that the Company and the Underwriters are relying on this certificate in order to comply with Canadian and other securities laws. We irrevocably authorise the Company, the Underwriters and their respective affiliates to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official enquiry with respect to the matters set forth herein;
- (11) none of the Underwriters, their respective affiliates, nor persons acting on behalf of any of them, have made any representation to it, express or implied, with respect to the Company, the Rights Issue, the Securities or the accuracy, completeness or adequacy of the Prospectus or any other financial and other information concerning the Company, the Rights Issue and the Securities;
- (12) by acquiring the Securities, we acknowledge that our name and other specified information, including the number of Securities we have acquired, may be disclosed to Canadian securities regulatory authorities in accordance with the requirements of applicable laws. We consent to the disclosure of that information;
- (13) we acknowledge that the terms and provisions of this letter shall inure to the benefit of the Company, its affiliates, the Underwriters and their respective successors and permitted assigns,

and the terms and provisions hereof shall be binding on our permitted successors in title, permitted assigns and permitted transferees;

- (14) we satisfy any and all standards for investors making an investment in the Securities imposed by the jurisdiction of our residence or otherwise. We hereby represent and warrant that all necessary actions have been taken to authorise the purchase by us of the Securities and the execution of this letter;
- (15) we understand that if we purchase any of the Securities and fail to return an executed copy of this letter, we will be deemed to have made for the benefit of you and your affiliates all such representations, undertakings, warranties and agreements contained herein;
- (16) we will not engage in hedging or short-selling or place simultaneous sell and buy orders or engage in similar kinds of transactions involving Securities that have the purpose or effect of evading the applicable restrictions on resale;
- (17) we understand and acknowledge that the Underwriters and their affiliates may acquire or dispose of Securities for their own account and may have existing or future business relationships with the Company (including, but not limited to, lending, depository, risk management, advisory and banking relationships), for which they have received, and may in the future receive, customary compensation, and will pursue actions and take steps that it deems or they deem necessary or appropriate to protect its or their interests arising therefrom without regard to the consequences for a holder of Securities, and that certain of these actions may have material and adverse consequences for a holder of Securities;
- (18) we (on behalf of ourselves and agree that we may not rely, and have not relied, on any investigation or due diligence that the Underwriters, their respective affiliates or any person acting on their behalf may have conducted with respect to the Securities or the Company, its business and properties, and none of such persons has made any representation to us, express or implied, with respect to the Securities or the Company, its business and properties and the accuracy, completeness or adequacy of any publicly available information or as to whether any such investigation or due diligence has or has not been conducted;
- (19) we represent and confirm that our purchase of the shares and the execution and delivery of this letter has been duly authorized by us and that this letter has been duly executed and delivered by us;
- (20) we undertake to promptly notify the Company and the Underwriters if, at any time prior to 11.00 a.m. (London time) on 18 June 2021, any of the foregoing ceases to be true; and
- (21) on and as of the closing date for the purchase of the Securities, we shall be deemed to have repeated the written representations and warranties given by us herein.

This letter shall be governed by and construed in accordance with the laws of the Province of Ontario.

Signed:

Name:

Title:

(If signing on behalf of another person, indicate the capacity in which signed.)

Name of custodian through which shares are held:

Name of institutional shareholder:

Name of contact person:

Telephone and e-mail address:

Address:

No. of rights being exercised: