

QIB 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**"))

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 a "qualified institutional buyer" ("**QIB**") (as defined in Rule 144A ("**Rule 144A**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**")) and, if we are acquiring the Securities as a fiduciary or agent for one or more investor accounts, each owner of such account is a QIB;
- (2) we are aware, and each beneficial owner of such Securities has been advised, that the Securities have not been, and will not be, registered under the Securities Act, and that the offer and sale to us (or such beneficial owner) is being made in a private placement transaction not involving a public offering, exempt from registration under the Securities Act;
- (3) we are acquiring the Securities for our own account or for the account of a QIB as to which we have full investment discretion (and we have full power and authority to make, and do make, the acknowledgments, representations and agreements herein on behalf of each owner of such account), in each case, for investment purposes and not with a view to, or for offer or sale in connection with, any distribution (within the meaning of the United States securities laws) thereof;
- (4) 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;

- (5) 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 (other than a QIB on behalf of which we act), and we have not distributed, forwarded, transferred or otherwise transmitted any such materials to any person (other than a QIB on behalf of which we act);
- (6) we are aware that such Securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act;
- (7) we are aware that the Securities may not be deposited, and we hereby agree that we shall not deposit any Securities, into any unrestricted depository receipt facility and that the Securities may not settle or trade, and we hereby agree that we shall not settle or trade such Securities, through the facilities of The Depository Trust Company or any other U.S. exchange or clearing system, unless at the time of deposit, settlement or trading such Securities are no longer "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act;
- (8) we understand and agree that the Securities may not be reoffered, resold, pledged or otherwise transferred, except: (a) outside the United States in accordance with Rule 903 or Rule 904 of Regulation S; (b) to another QIB in compliance with Rule 144A; or (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or any other exemption from the registration requirements of the Securities Act, subject to our delivery to the Company of an opinion of counsel (and of such other evidence that the Company may reasonably require) that such transfer or sale is in compliance with the Securities Act; and in each case, in accordance with any applicable securities laws of any state or other jurisdiction of the United States. We will notify any person to whom we subsequently reoffer, resell, pledge or otherwise transfer the Securities of the foregoing restrictions on transfer;
- (9) we understand, and each beneficial owner understands, that the Company does not intend to file a registration statement in respect of the Securities;
- (10) we are an institution and we, and each other QIB, if any, for whose account we are acquiring the Securities, in the normal course of business invest in or purchase securities similar to the Securities and: (a) have such knowledge and experience in financial and business matters that we are capable of evaluating the risks of an investment in the Securities; and (b) have the financial stability to bear the economic risk of an investment in the Securities and adequate means for providing for current needs and possible contingencies. We agree that we will not look to any of the Underwriters or any of their affiliates for all or part of any loss we may suffer;
- (11) 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;
- (12) we acknowledge that, to the extent any New Ordinary Shares are delivered in certificated form, the certificate delivered in respect of such New Ordinary Shares will bear a legend substantially

to the following effect for so long as the securities are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act:

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (B) TO A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN AND IN COMPLIANCE WITH RULE 144A; OR (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 OR ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO DELIVERY TO THE COMPANY OF AN OPINION OF COUNSEL (AND OF SUCH OTHER EVIDENCE THAT THE COMPANY MAY REASONABLY REQUIRE) THAT SUCH TRANSFER OR SALE IS IN COMPLIANCE WITH THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THE SHARES REPRESENTED HEREBY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE SHARES MAY NOT BE DEPOSITED INTO ANY UNRESTRICTED DEPOSITARY RECEIPT FACILITY MAINTAINED BY A DEPOSITARY BANK. EACH HOLDER, BY ITS ACCEPTANCE OF THESE SHARES, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS;

- (13) 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;
- (14) 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 United States 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;
- (15) 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;
- (16) we understand and acknowledge that no representation has been, or will be, made by the Company or any of the Underwriters as to the availability of Rule 144 under the Securities Act or any other exemption under the Securities Act or any state securities laws for the reoffer, pledge or transfer of the Securities;
- (17) 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;

- (18) 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 authorize the purchase by us of the Securities and the execution of this letter;
- (19) 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;
- (20) 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;
- (21) 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;
- (22) 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;
- (23) we acknowledge that the Company is not and does not expect or intend to become subject to the periodic reporting and other information requirements of the U.S. Securities Exchange Act of 1934, as amended, and the Company's disclosure requirements and standards are different from those of the United States;
- (24) 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
- (25) 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
- (26) 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 State of New York.

Signed: _____
 Name:
 Title:

Name of custodian through which shares are held:

Name of institutional shareholder:

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

Name of contact person:

Telephone and e-mail address: