

Still In Cask Agreement

Last updated: March 2, 2021

General Terms

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE SERVICES THROUGH A PARTICULAR ACCOUNT OR ACCOUNTS AND IS AN AGREEMENT BETWEEN YOU OR THE BUSINESS YOU REPRESENT ("YOU") AND STILL IN CASK LIMITED ("US"). BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

As used in this Agreement, "we," "us," and "Still In Cask" means Still In Cask Limited and "you" means the applicant (if registering for or using a Service as an individual), or the business the applicant is employed by or represents (if registering for or using a Service as a business). Capitalised terms have the meanings listed in the **Definitions** below.

1. Enrolment

To begin the enrolment process, you must complete the registration process. By registering for or using the Services you confirm that you did not rely on any oral or written representations made by employees of Still In Cask and/or any of its affiliates and that you chose the service based on your own due diligence and consideration. Use of the Services is limited to parties that can lawfully enter into and form contracts under applicable law [for example, you are permitted to sell alcohol in the country]. As part of the application, you must provide us with your (or your business') legal name, Primary Place of Business address, phone number and e-mail address, as well as any other information we may request. Any personal data you provide to us will be handled in accordance with our Privacy Policy.

2. Term and Termination

The term of this Agreement will start on the date of your completed registration for use of the Service and continue until terminated by us or you as provided below. You may at any time terminate your use of any the Service immediately on notice to us via email, We may terminate your use of the Services or terminate this Agreement for convenience with 30 days' advance notice. We may suspend or terminate your use of any Services immediately if we determine that

(a) you have materially breached the Agreement and failed to cure within 7 days of a cure notice unless your breach exposes us to liability towards a third party, in which case we are entitled to reduce, or waive, the aforementioned cure period at our reasonable discretion;

(b) your account has been, or our controls identify that it may be used for deceptive or fraudulent or illegal activity; or

(c) your use of the Services has harmed or our controls identify that it might harm other sellers, customers, or Still In Cask's legitimate interest. We will promptly notify you of any such termination or suspension via email indicating the reason and any options to appeal, except where we have reason to believe that providing this information will hinder the investigation or

prevention of deceptive, fraudulent, or illegal activity, or will enable you to circumvent our safeguards. Any suspension will last until you have provided satisfactory evidence that you have cured its cause and implemented the necessary changes except in case of suspension based under (b) or (c) above where we terminate or may not reinstate in light of the initially deceptive, fraudulent or illegal activity or harm. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that

(d) you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination, and

(e) Sections 2, 3, 4, 5, 6, 7, 8, 9, 11, 15 and 17 of these General Terms survive.

3. Licence

You grant us a royalty-free, non-exclusive, worldwide, right and licence for the duration of your original and derivative intellectual property rights to use, any and all of Your Materials for the Service provided, however, that we will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of Your Materials; provided further, however, that nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a licence from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid licence from a third party).

4. Representations

Each party represents and warrants that:

(a) if it is a business, it is duly organized, validly existing and in good standing under the laws of the territory in which the business is registered;

(b) it has all requisite right, power and authority to enter into this Agreement and perform its obligations and grant the rights, licences and authorizations its grants hereunder;

(c) any information provided or made available by one party to the other party or its affiliates is accurate and complete, and it will promptly update such information as necessary to ensure it at all times remains accurate and complete,

(d) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority and

(e) it will comply with all applicable Laws in performance of its obligations and exercise of its rights under this Agreement.

5. Indemnification

5.1 Your indemnification obligations.

You will defend, indemnify, and hold harmless Still In Cask, and our officers, directors, employees, and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "Claim") arising from or related to

(a) your non-compliance with applicable laws;

(b) Your Cask Shares, including the offer, sale, fulfilment, refund, cancellation, return, or adjustments thereof, and any personal injury, death (to the extent the injury or death is not caused by Still In Cask), or property damage related thereto;

(c) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or

(d) actual or, based on specific indications, alleged breach of any representations you have made.

5.2 Still In Cask's indemnification obligations.

Still In Cask will defend, indemnify, and hold harmless you and your officers, directors, employees, and agents against any third-party Claim arising from or related to:

(a) Still In Cask's non-compliance with applicable laws; or

(b) allegations that the operation of a Still In Cask site infringes or misappropriates that third party's intellectual property rights.

5.3 Process.

If any indemnified Claim might adversely affect us, we may, to the extent permitted by applicable law, voluntarily intervene in the proceedings at our expense. No party may consent to the entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

6. Limitation of Liability

Both parties are only liable for damages suffered as a result of wilful misconduct or gross negligence. In case of minor negligence, the parties are only liable for

(a) injury to life, body, or health; or

(b) foreseeable typically occurring damages resulting from the breach of a fundamental contractual obligation.

7. Insurance

You will maintain at your expense throughout the remainder of the Term public third party liability insurance in connection with the Still In Cask Site with at least the Insurance Limits per occurrence/aggregate covering liabilities caused by or occurring in conjunction with the operation of your business in connection with such Still In Cask Site, including products liability and bodily injury. At our request, you will provide to us certificates of insurance evidencing the **coverage required by this Section 8** to the following address: ***Still In Cask Limited. 44 St Andrew's Road, Montpelier, Bristol BS6 5EH***

8. Tax and Duty Matters

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes and Excise Duty, except to the extent that

(i) Still In Cask automatically calculates, collects, or remits taxes on your behalf according to applicable law; or

(ii) Still In Cask expressly agrees to receive taxes or other transaction-based charges on your behalf in connection with tax calculation services made available by Still In Cask and used by you.

9. Self-billing

In the event that we purchase any of Your Cask Shares, you agree that Still In Cask may issue self-billed invoices on your behalf for the period from the date on which you have agreed to allow Still In Cask to buy Your Cask Shares until the date on which this Agreement is terminated by us or you. Self-billed invoices will contain any information that we determine is required to issue a VAT-compliant invoice under the applicable Law. Still In Cask may retain this information and use it as required by Law. You must notify us immediately if you

(i) are aware of any additional information that needs to be provided to the self-billed invoices to comply with the applicable Law,

(ii) cease to be registered for VAT, or

(iii) change your VAT registration number. Self-billed invoices will be issued in the currency of the applicable Still In Cask Site(s). Each self-billed invoice will be considered accepted if you do not reject it within 30 days from the date of issue. You agree to not raise separate sales invoices for the transactions covered by a self-billed invoice.

10. Confidentiality and Personal Data

During the course of your use of the Services, you may receive Confidential Information. You agree that for the term of the Agreement and 5 years after termination:

(a) all Confidential Information will remain Still In Cask's exclusive property except for customer personal data owned by the respective customer;

(b) you and your affiliates will use Confidential Information only as is reasonably necessary for your participation in the Services;

(c) you will not, and will cause your affiliates not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party except as required to comply with the law; and

(d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and

(e) you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfil your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the

disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity.

You may not issue any press release related to the Services, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. You may only use the "Available at Still In Cask" Badge as defined in and according to the Trademark Usage Guidelines available in Seller Central; you may not use our name, trademarks, or logos in any way (including in promotional material) not covered by the Trademark Usage Guidelines without our advance written permission.

We act as a data controller of any customer personal data collected via the Services. You are controllers of the customer personal data that are strictly necessary to fulfil orders and may not use any such customer personal data (including contact information) for any purpose other than fulfilling orders or providing customer service in connection with a Service. Generally, you may not use such data in any way inconsistent with applicable law. You must keep customer personal data confidential at all time (the above 5 years' term limit does not apply to customer personal data).

11. Force Majeure.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

12. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Still In Cask is not an auctioneer, neither is it an intermediary between the buyer and the seller. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement contradict anything in this section. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from this Agreement is intended or will be construed to give to any Person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions, and provisions of this Agreement are intended to be and are for the sole and exclusive benefit of Still In Cask, you, and relying customers. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use.

13. Suggestions and Other Information

If you or any of your affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any Still In Cask Site or Service (including any related Technology), you will, to the extent necessary and authorized by law, irrevocably grant to us, a royalty-free and worldwide license on all right, title, and interest in and to the suggestions for the duration of protection of the underlying rights. In order to cooperate with governmental requests, to protect our systems and customers, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not limited to user contact details, IP addresses and traffic information, usage history and posted content.

14. Modification

We will provide at least 15 days' advance notice in accordance with Section 17 for changes to the Agreement.

However, we may change or modify the Agreement at any time with immediate effect

(a) for legal, regulatory, fraud and abuse prevention, or security reasons;

(b) to change existing features or add additional features to the Services (where this does not materially adversely affect your use of the Services); or

(c) to restrict products or activities that we deem unsafe, inappropriate, or offensive. We will notify you about any change or modification in accordance with Section 17.

Your continued use of the Services after the effective date of any change to this Agreement in accordance with this Section 15 will constitute your acceptance of that change. If any change is unacceptable to you, you agree not to use the Services and to end the Agreement as described in Section 3.

15. Password Security

Any password we provide to you may be used only during the Term to access the website (or other tools we provide) to use the Services. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement) and are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password.

16. Your Cask Share Listings and Orders

16.1 Cask Share and Cask Share Information.

You will provide accurate and complete Information for each Cask Share that you make available to be listed for sale through any Still In Cask Site and promptly update such information as necessary to ensure it at all times remains accurate and complete. You will also ensure that Your Materials, Your Cask Shares (including packaging) and the offer and subsequent sale of any of the same on any Still In Cask Site comply with all applicable Laws (including all minimum age, marking and labelling requirements) and do not contain any sexually explicit, defamatory or obscene materials, and do not violate any third party's copyright, trademark, design, database or other rights. You declare that Your Cask Shares were not produced, manufactured, assembled, or packaged by forced, prison or child labour.

16.2 Product Listings; Order Processing.

We will list Your Cask Shares for sale on a Still In Cask Site on the applicable Launch Date, and promote Your Cask Shares accordingly. We will provide Order Information to you for each of Your Transactions. Sales Proceeds will be credited directly to Your account with the Payment Processor.

16.3 Shipping and Handling Charges.

For those of Your Cask Shares sold on or through a Still In Cask Site you will determine shipping and handling charges, Shipping and handling will not exceeding

- i) The shipping and handling charges levied by you for comparable services
- ii) The shipping and handling charges of a comparable business providing comparable services if you do provide a comparable service.

17. Sale and Fulfilment, Refunds and Returns

17.1 Sale and Fulfilment.

you will:

- (a) sell, fulfil, ship and deliver Your Cask Shares in accordance with the terms provided by you and displayed on the applicable Still In Cask Site at the time of the order and be solely responsible for and bear all risk for such activities;
- (b) package each of Your Cask Shares in a commercially reasonable manner;
- (c) not cancel any of Your Transactions except as may be permitted pursuant to your terms and conditions appearing on the applicable Still In Cask Site at the time of the applicable order
- (d) ship and fulfil Your Cask Shares (except to the extent prohibited by Law);
- (e) provide to Still In Cask information regarding shipment, fulfilment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available;

17.2 Cancellations, Returns and Refunds.

You will accept and process cancellations, returns, refunds and adjustments in accordance with these Terms. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to customers in connection with Your Transactions. You will promptly provide refunds and adjustments that you are obligated to provide as required by Law, and in no case later than thirty (30) calendar days following after the obligation arises.

18. Problems with Your Cask Shares

18.1 Delivery Errors and Nonconformities; Recalls.

You are responsible for any non-performance, non-delivery, misdelivery, theft or other mistake or act in connection with the fulfilment and delivery of Your Cask Shares, except to the extent caused by our failure to make available to you Order Information as it was received by us or resulting from address verification. You are also responsible for any non-conformity or defect in, or any public or private recall of, as well as any other safety concerns related to, any of Your Cask Shares or other products provided in connection with Your Cask Shares. You will notify us promptly as soon as you have knowledge of any public or private recalls of Your Cask Shares or other products provided in connection with Your Cask Shares. If we determine that the performance of your obligations under this Agreement may result in returns, claims, disputes, violations of our terms or policies, or cause any other risks to Still In Cask or third parties, then we may mitigate them including by determining whether a customer will receive a refund, adjustment or replacement for any of Your Cask Shares for as long as we determine any related risks to Still In Cask or third parties persist.

19. Still In Cask's Websites and Services.

Still In Cask has the right to determine, the design, content, functionality, availability and appropriateness of its websites, any Cask Shares on the Still In Cask site, and all aspects of the Service, including your use of the same. Still In Cask may assign any of these rights or delegate any of its responsibilities.

20. Miscellaneous

The laws of England and Wales govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods. Any dispute relating in any way to your use of the Services or this Agreement will be adjudicated in the courts of England and Wales non-exclusively. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer in violation of this section is void provided, however, that upon notice to Still In Cask, you may assign or transfer this Agreement, in whole or in part, to any of your Affiliates as long as you remain liable for your obligations that arose prior to the effective date of the assignment or transfer under this Agreement. You agree that we may assign or transfer our rights and obligations under this Agreement:

(a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our assets or similar transaction; or

(b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Still In Cask as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, indure to, and be enforceable against the parties and their respective successors and assigns.

Still In Cask retains the right to immediately halt any Transaction, prevent or restrict access to the Services or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited.

The authentic language of this Agreement and subsidiary or associated documentation is English and any translations provided are for convenience only. In the event of any conflict or difference in interpretation between the English language version of this Agreement and subsidiary or associated documentation and any translation of them, the English language version and interpretation will prevail.

Still In Cask will provide notice to you under this Agreement on the applicable Still In Cask Services site to which the changes relate, and by sending you an email notification or by similar means sent to you individually. You must send all notices and other communications relating to Still In Cask to us via email, or similar means. We may also communicate with you in connection with your listings, sales, and the Services electronically and in other media, and you consent to such communications. You may change your e-mail addresses by updating your information in your account. You will update your e-mail addresses (as well as your legal name, address and phone number) as often as necessary to ensure that they are accurate.

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions. This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter described herein and supersedes any previous or contemporaneous oral or written agreements and understandings.

Definitions

As used in this Agreement, the following terms have the following meanings:

"Still In Cask Associated Properties" means any website, device, service, feature, or other online point of presence, or any type of media, other than an Still In Cask Site, through which any Still In Cask Site, and/or products or services available on any of them, are syndicated, offered, merchandised, advertised or described.

"Still In Cask Site" means stillincask.com

"Cask Share" means the predetermined volume of casked spirit that you have offered for sale at either Cask Strength or a specified alcoholic strength (in percentage of alcohol by volume). If Cask Shares are listed for sale to be bottled at Cask Strength, dilution by no more than 5% alcohol by volume is permitted to ensure all obligations relating to that particular cask are fulfilled.

"Cask Strength" means the alcoholic strength of the spirit measured in percentage of alcohol by volume when it is removed from the cask for bottling without any dilution.

"Confidential Information" means information relating to us, to the Services or Still In Cask customers that is not known to the general public including, but not limited to, any information identifying or unique to specific customers; reports, insights, and other information about the Services, data derived from the Services except for data (other than customer personal data) arising from the sale of your Cask Shares comprising of products sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the Services. For the purposes of this Agreement, customer personal data constitutes Confidential Information at all times.

"Content" means copyrightable works under applicable Law and content protected by database rights.

"Insurance Limits" means the applicable one of the following:

- Four Hundred Thousand British Pounds (£400,000)

"Insurance Threshold" means the applicable one of the following:

- Four Thousand British Pounds (£4,000)

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"**Law**" means any law, ordinance, rule, regulation, order, licence, permit, judgment, decision or other requirement, now or hereafter in effect, of any governmental authority of competent jurisdiction.

"**Local Currency**" means the applicable one of the following:

- British Pounds
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"**Order Information**" means, with respect to any of Your Cask Shares sold through a Still In Cask Site, the order information and shipping information that we provide or make available to you.

"**Person**" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division or other cognizable entity, whether or not having distinct legal existence.

"**Primary Place of Business**" means the principal place of business where services from Still In Cask are received and which has been provided by you as Business Address in your account.

"**Sales Proceeds**" means the gross sales proceeds paid by buyers via the applicable Still In Cask Site in the course of any of Your Transactions, including the Purchase Price, all shipping and handling, gift wrap and other charges, any taxes and customs duties.

"**Service**" means any services that Still In Cask makes available on one or more of the Still In Cask Sites:, primarily the Selling of Cask Shares on Still In Cask Service, and any related services we make available.

"**Service Terms**" means the service terms specific to each Service set forth herein and made a part of this Agreement upon the date you elect to register for or use the applicable Service and any subsequent modifications we are permitted to make to those terms.

"**Technology**" means any:

- (a) ideas, procedures, processes, systems, methods of operation, concepts, principles and discoveries protected or protectable under the Laws of any jurisdiction;
- (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and
- (c) software, hardware, code, technology or other functional item.

"**Trademark**" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia or other source or business identifier, protected or protectable under any Laws.

"**Your Materials**" means all Technology, Your Trademarks, Content, Cask Share information, data, materials, and other items or information provided or made available by you or your affiliates to Still In Cask or its affiliates.

"**Your Sales Channels**" means all sales channels and other means through which you or any of your affiliates offer or sell products, other than physical stores.

"**Your Taxes**" means any and all value added, sales, use, excise, import, export and other taxes and duties assessed, incurred or required to be collected or paid for any reason

(i) in connection with any advertisement, offer or sale of products or services by you on or through or in connection with the Services,

(ii) in connection with any products or services provided for which Your Cask Shares are, directly or indirectly, involved as a form of payment or exchange, or

(iii) otherwise in connection with any action, inaction or omission of you or your affiliates, or any Persons providing products or services, or your or their respective employees, agents, contractors or representatives, for which Your Cask Shares are, directly or indirectly, involved as a form of payment or exchange.

"Your Trademarks" means Trademarks of yours that you provide to us:

(a) in non-text form for branding purposes; and

(b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

"Still In Cask Refund Policies" means the return and refund policies published on a particular Still In Cask Site.

"Launch Date" means the date on which we first list one of Your Cask Shares for sale on a particular Still In Cask Site.

"Shipment Information" means, with respect to any of Your Cask Shares, the estimated or promised shipment and/or delivery date.

"Your Transaction" it means any and all such transactions through selling on Still In Cask.