

VS-NDA-2026-001

Mutual Confidentiality Agreement

with Accredited Investor Acknowledgment

This Mutual Confidentiality Agreement (this "Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between CWI Ventures LLC d/b/a Victory Spirits Development, a Georgia limited liability company, on behalf of itself, its affiliates, and the Bourbon Bond investment funds it manages (together, "Victory Spirits"), and the person or entity signing below ("Counterparty"), each a "Party."

Purpose

The Parties wish to exchange information in connection with one or more of the following (check all that apply) (the "Purpose"):

- ☐ Evaluating an investment in a Bourbon Bond fund or another Victory Spirits offering (complete Schedule A)
- ☐ Buying or selling barrels or bulk spirits through the Barrel Lab™ marketplace
- ☐ Services such as co-packing, storage, brand development, compliance, marketing, or route to market
- ☐ Other: _____

Terms

1. Confidential Information. "Confidential Information" means any non-public information disclosed by or on behalf of a Party (the "Discloser") to the other Party (the "Recipient") in connection with the Purpose, in any form, that is marked confidential or that a reasonable person would understand to be confidential. Victory Spirits' Confidential Information includes barrel inventory, lot and warehouse data, valuations and the VRV™ methodology, pricing, the identities of buyers, sellers, investors and partners, platform functionality, business plans, and all Fund Materials (Section 4). Counterparty's Confidential Information includes its pricing, inventory, customers, capacity, financial information, and business plans.

2. Exclusions. Confidential Information does not include information that (a) is or becomes public through no fault of the Recipient; (b) was rightfully known to the Recipient without restriction before disclosure; (c) is rightfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of the Discloser's Confidential Information.

3. Obligations. The Recipient shall (a) use the Discloser's Confidential Information solely for the Purpose; (b) disclose it only to its employees, officers, and professional advisors (attorneys, accountants, financial advisors) who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as this Agreement; (c) protect it with at least reasonable care; and (d) promptly notify the Discloser of any unauthorized use or disclosure.

4. Fund Materials. "Fund Materials" means any private placement memorandum, operating agreement, subscription documents, financial statements, barrel schedules, valuations, investor reports, and the terms, pricing, and investor identities of any Bourbon Bond fund or other Victory Spirits offering. Counterparty shall not copy, forward, post, or distribute Fund Materials except to its own professional advisors under Section 3(b), and shall return or destroy them on request. Fund Materials are provided solely to evaluate a potential investment.

5. No Offer. Nothing in this Agreement or in any information disclosed under it is an offer to sell or a solicitation of an offer to buy any security. Any offering is made only by private placement memorandum to accredited investors, and only the subscription documents for that offering govern. Interests in the funds have not been registered under the Securities Act of 1933 or any state securities law and are subject to restrictions on transfer.

6. Non-Circumvention. For twelve (12) months after the Effective Date, Counterparty shall not use Victory Spirits' Confidential Information to transact directly, or through another party, with any barrel owner, warehouse, investor, or service partner first identified to it by Victory Spirits, in order to avoid the involvement or compensation of Victory Spirits.

7. Compelled Disclosure. The Recipient may disclose Confidential Information to the extent required by law, regulation, or court order, provided that, where legally permitted, it gives the Discloser prompt written notice and discloses only the portion legally required.

8. No License; No Obligation. All Confidential Information remains the property of the Discloser, and no license is granted. Neither Party is obligated to disclose any information, to invest, to buy or sell, or to enter into any further agreement. This Agreement creates no partnership, joint venture, agency, or exclusivity.

9. Term; Return. This Agreement continues for two (2) years from the Effective Date. Obligations for Confidential Information disclosed during the term survive for three (3) years after disclosure, and for trade secrets for so long as they remain trade secrets. On written request, the Recipient shall return or destroy the Discloser's Confidential Information, except archival copies retained under standard backup procedures or as required by law, which remain subject to this Agreement.

10. Remedies. Unauthorized use or disclosure may cause irreparable harm, and the Discloser may seek injunctive relief in addition to any other remedy, without posting a bond.

11. General. This Agreement is governed by the laws of the State of Georgia, with exclusive jurisdiction in the state and federal courts located in Fulton County, Georgia. It is the entire agreement of the Parties on its subject, supersedes prior confidentiality agreements between them on the same subject, and may be amended only in a signed writing. Neither Party may assign it without the other's consent, except to a successor in a merger or sale of substantially all assets. If any provision is unenforceable, the rest remains in effect. It may be signed electronically and in counterparts.

Signatures

CWI VENTURES LLC
d/b/a VICTORY SPIRITS DEVELOPMENT

COUNTERPARTY
individual or entity

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

DATE

COMPANY (IF ANY)

EMAIL & PHONE

DATE

SCHEDULE A

Accredited Investor Acknowledgment

Complete only if the Purpose includes evaluating an investment.

Bourbon Bond fund interests are offered only to "accredited investors" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933. Counterparty represents that it is an accredited investor because it meets at least one of the following (check all that apply):

Individuals

- ☐ Individual income over \$200,000 in each of the two most recent years (or joint income with a spouse or spousal equivalent over \$300,000), with a reasonable expectation of the same this year
- ☐ Individual net worth, alone or with a spouse or spousal equivalent, over \$1,000,000, excluding the value of the primary residence
- ☐ Holder in good standing of a FINRA Series 7, Series 65, or Series 82 license
- ☐ Director or executive officer of the fund's manager

Entities

- ☐ Corporation, LLC, partnership, or similar entity with total assets over \$5,000,000, not formed for the purpose of acquiring the interests
- ☐ Trust with total assets over \$5,000,000, not formed for the purpose of acquiring the interests, directed by a sophisticated person
- ☐ Entity in which every equity owner is an accredited investor
- ☐ Bank, registered broker-dealer, registered or state investment adviser, insurance company, or other institutional investor listed in Rule 501(a)
- ☐ Entity owning investments over \$5,000,000, not formed for the purpose of acquiring the interests

Counterparty further acknowledges that:

(a) the representations above are true and complete, and Counterparty will notify Victory Spirits promptly if they cease to be true; (b) this acknowledgment permits Victory Spirits to share Fund Materials but is not a subscription, and Victory Spirits may require documentation verifying accredited status before accepting any investment; (c) an investment in a fund is speculative, illiquid, and subject to restrictions on transfer, and Counterparty can bear the loss of its entire investment; and (d) Counterparty will rely only on the private placement memorandum and its own advisors in making any investment decision.

SIGNATURE OF INVESTOR (OR AUTHORIZED SIGNATORY)

PRINTED NAME, TITLE & ENTITY (IF ANY)

DATE