

DEFINITIONS

In the Official Distributor Agreement, unless the context otherwise requires, the following words and expressions will have the following meanings:

Annual Territory Fee means the applicable annual fee to be charged to Official Distributor by ecoSPIRITS or Licensed Operator for access to the System Services, as set out in the Contract Details or as otherwise agreed in writing between the Parties from time to time.

Beverage means alcohol, spirits, liquor, wine, beer and such other liquid which may be fit for beverage purposes either alone or when diluted, mixed or combined with other substances, transported by Official Distributor and which is refilled from time to time in the System Parts comprising ecoTOTEs by Licensed Operator pursuant to this Agreement.

Official Distributor has the meaning set out in the Contract Details.

Confidential Information means all information, whether commercial, financial, technical or otherwise, in any medium or format, which Official Distributor receives from ecoSPIRITS or Licensed Operator, either directly or from any other person, which concerns the business, operations, customers or suppliers of ecoSPIRITS or Licensed Operator and which: (a) is marked as confidential; (b) is identified in advance of disclosure by ecoSPIRITS or Licensed Operator as being confidential; or (c) ought reasonably to be understood by Official Distributor to be confidential.

Defect means any defect in the formulation, production or manufacture of any Product would or could reasonably be expected to adversely affect the safety, performance, or quality of such Product.

ecoSPIRITS means ecoSPIRITS Pte. Ltd., the licensor of the System, System Parts and System Services and all related Intellectual Property Rights.

ecoTOTE means the main Hardware and one of the System Parts in which Beverages will be enclosed, refilled, and transported to Official Distributor by Licensed Operator.

Fees means the applicable Annual Territory Fee as set forth in the Official Distributor Program and any such other fee as may be agreed between the Parties in writing in connection with this Agreement from time to time.

Hardware means the hardware and any other physical goods or parts relating to the System.

Intellectual Property Rights means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, and all other intellectual property as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation 1967.

Licence means the non-exclusive licence to access and use the System, Hardware, System Parts and Trade Marks in relation to the System in the Territory, including in connection with the promotion, distribution and use of the System.

Licensed Operator has the meaning set out in the Contract Details, being an exclusively licensed operator of System Parts and System Services in the Territory as appointed by ecoSPIRITS.

Products means the Beverages transported by Official Distributor in the Territory.

Refilling Service means the service offered by Licensed Operator to Official Distributor for the refill of System Parts with Beverages transported by Official Distributor pursuant to the terms of this Agreement, in accordance with Clause 3.

System means the ecoSPIRITS closed loop spirit distribution system which utilises the System Parts and accessories, amongst others, to bottle and distribute Beverages between distillers, distributors and food and beverage outlets and ecoSPIRITS.

System Parts means the non-disposable ecoTOTEs, and such related Hardware, parts and accessories of the System which house the Beverages, and which are delivered to Official Distributor from time to time pursuant to this Agreement.

System Services means access to the System, the grant of the Licence, the Refilling Service, access to the Sustainability Program, Sustainability Reporting Services, support and technical services in respect of the System as further detailed in this Agreement and any such additional services as may be agreed in writing between the Parties in connection with this Agreement from time to time.

Trade Marks means ecoSPIRITS registered and unregistered logos, trade names, trade marks and any further names, logos or trade marks that ecoSPIRITS may, by express notice in writing, permit or procure permission for, Official Distributor to use in the Territory in respect of the System, the System Parts and the System Services.