

TERMS AND CONDITIONS

These Terms & Conditions shall include by reference: (a) Brand Partner Agreement definitions ("**Definitions**") [Definitions](#); (b) Brand Partner Annual Territory Fee Schedule ("**Fee Schedule**") [Fee Schedule](#); (c) System, System Parts and System Services ("**System, System Parts and System Services**") [System, System Parts and System Services](#); and (d) any Addition of Territory Addendum ("**ATA Template**") [ATA Template](#) that may be executed by the Parties from time to time.

1. ECOSPIRITS OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

1.1 Access to and Provision of the System Services through Licensed Operators. ecoSPIRITS shall make System Services available to Brand Partner through its Licensed Operator in each Territory. ecoSPIRITS will provide the System Services through its various Licensed Operators to Brand Partner with reasonable skill and care, commensurate with prevailing industry standards in each Territory. In addition, ecoSPIRITS shall ensure that the Licensed Operator executes a Channel Partner Agreement with the Channel Partner prior to the commencement of the provision of any System Services in the Territory for the Products.

1.2 License Grant. ecoSPIRITS hereby authorises Brand Partner to use the Trade Marks in each Territory solely for the purposes of exercising its rights and performing its obligations under this Agreement. Brand Partner shall not sub-license, assign, transfer, charge, or otherwise encumber the right to use, reference, or designate the Trade Marks to any other party, except as otherwise expressly permitted under this Agreement. Upon the expiration or termination of this Agreement, the rights and licences granted herein shall also immediately terminate. Each Party shall cease use of all the other Party's respective Intellectual Property Rights.

1.3 ecoSPIRITS representations and warranties. ecoSPIRITS represents and warrants to Brand Partner on a continuing basis throughout the Term that (a) the System Parts and Hardware comply with all requirements under applicable law and regulations, including food safety and health regulations; (b) Brand Partner's receipt of the System Services will not infringe upon the rights, including any exclusive distribution or intellectual property rights, of any third party; (c) all System Parts supplied to Licensed Operator to carry out the services will be of satisfactory quality and will comply with any specification agreed for them; (d) it has the power to execute and deliver this Agreement and to perform its obligations under it and has taken all action necessary to authorise execution and delivery and the performance of its obligations; and (e) it will exercise its rights and perform its obligations under this Agreement in compliance with applicable law.

1.4 Complaints and System Parts. ecoSPIRITS shall promptly address any complaints relating to the System Parts in the Territory and keep Brand Partner fully informed of any matters relating to the same.

2. BRAND PARTNER OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

2.1 Brand Partner Obligations. Brand Partner shall ensure that the Channel Partner executes a Channel Partner Agreement with the Licensed Operator prior to the commencement of the provision of any System Services in the Territory for the Products.

2.2 Restrictions on Brand Partner. For the duration of the Term, Brand Partner shall not: (a) purchase or otherwise acquire the System Services from any person, firm or company other than ecoSPIRITS through its Licensed Operator; (b) within the Territory, manufacture or distribute any goods which compete

with the System or System Parts or sell on its own behalf or sell as agent or otherwise on behalf of any third party any such goods; (c) represent itself as an agent of ecoSPIRITS for any purpose; (d) pledge ecoSPIRITS's credit; (e) give any condition or warranty on ecoSPIRITS's behalf; (f) make any representation on ecoSPIRITS's behalf; (g) commit ecoSPIRITS to any contracts; or (h) otherwise incur any liability for or on behalf of ecoSPIRITS.

2.3 Brand Partner representations and warranties. Brand Partner represents and warrants to ecoSPIRITS on a continuing basis throughout the Term that (a) it has all the rights required to receive the System Services under this Agreement; (b) has obtained all necessary rights, licences, permits, permissions and approvals to sell and distribute the Beverages in each Territory during the Term; (c) all Products supplied to ecoSPIRITS will be of satisfactory quality and fit for human consumption and the purpose for which the Product is ordinarily used; (d) it has the power to execute and deliver this Agreement and to perform its obligations under it and has taken all action necessary to authorise execution and delivery and the performance of its obligations; and (e) it will exercise its rights and perform its obligations under this Agreement in compliance with applicable law.

2.4 Complaints and Product Defects. Brand Partner shall promptly address any complaints relating to the distribution of the Product(s) in the Territory and keep ecoSPIRITS fully informed of any matters relating to Defects or alleged Defects of the same.

2.5 Additional Territories. For each Additional Territory added to this Agreement, Brand Partner shall execute and deliver to ecoSPIRITS the Addition of Territory Addendum.

3. INSURANCE

3.1 Each Party must obtain and maintain during the Term, public liability insurance as well as related product defects and risks insurance for at least the amount of USD one (1) million. Each Party shall make available upon request a certificate of currency for each such insurance that it is obliged to maintain pursuant to this Agreement. Each Party must notify the other as soon as practicable of any circumstance that may give rise to a material claim under an insurance obtained in accordance with this Clause.

4. FEES AND PAYMENT TERMS

4.1 Fees. Brand Partner agrees that it shall pay the applicable Annual Territory Fee as invoiced by ecoSPIRITS or its relevant Licensed Operator.

4.2 Sustainability Program Contribution. In addition to the applicable Annual Territory Fee, Brand Partner shall also be charged the Sustainability Program Contribution [Sustainability Program Contribution](#). ecoSPIRITS shall annually review the Sustainability Program Contribution and will notify Brand Partner in writing at least sixty (60) days prior to the beginning of each calendar year of any change to such contribution.

4.3 Payment terms. All invoices in respect of this Agreement issued by ecoSPIRITS or its relevant

- Licensed Operator will be paid in full by Brand Partner within thirty (30) days of the date of the applicable invoice.
- 4.4 Late payment. Time of payment of any invoice shall be of the essence of this Agreement. If Brand Partner fails to pay any invoice in full when due, ecoSPIRITS or its relevant Licensed Operator shall without notice to Brand Partner be entitled to charge interest on the overdue amount from the date due until the date paid at the rate of 1.5% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.
- 4.5 Taxes, withholding, set-off. All sums payable to ecoSPIRITS or its relevant Licensed Operator under this Agreement: (a) are exclusive of any applicable taxes (including any goods and services tax), and Brand Partner shall in addition pay an amount equal to any taxes chargeable on those sums; and (b) shall be paid in full without any set-off, counterclaim, deduction or withholding. If any amounts are required to be withheld by Brand Partner from any sums payable to ecoSPIRITS, the amounts so payable to ecoSPIRITS shall be increased to the extent necessary so that ecoSPIRITS receives the full amounts specified in this Agreement.
- 4.6 Additional Territories. All amounts payable to a specified Licensed Operator for an Additional Territory shall be paid in the currency specified on the relevant invoice into the account for the specified Licensed Operator as set forth in the relevant Addition of Territory Addendum.
- 5. INDEMNITY**
- 5.1 ecoSPIRITS indemnity. ecoSPIRITS shall promptly, fully and effectively indemnify and keep Brand Partner indemnified against all losses, costs, damages, fees or charges incurred or suffered by it as a result of any breach by ecoSPIRITS of Clause 1.3.
- 5.2 Brand Partner indemnity. Brand Partner shall promptly, fully and effectively indemnify and keep ecoSPIRITS indemnified against all losses, costs, damages, fees or charges incurred or suffered by it as a result of any breach by Brand Partner of Clause 2.3.
- 6. LIABILITY**
- 6.1 Hardware and Services provided "as-is". Unless expressly set forth in this Agreement or required under any applicable laws, the System Parts and System Services are provided "as-is" with no warranties, and ecoSPIRITS expressly excludes and disclaims any warranties under or arising as a result of this Agreement, whether express, implied or statutory. Without limitation of the foregoing and to the maximum extent permitted under applicable law, ecoSPIRITS does not make any warranty or provide any other assurance, express or implied, with respect to the suitability, merchantability, non-infringement or fitness for any purpose whatsoever of the System Parts and System Services and all other conditions, warranties or other terms whether express, implied or which would otherwise be imposed by statute with respect to suitability, merchantability, non-infringement, or fitness for any purpose whatsoever are hereby excluded.
- 6.2 ecoSPIRITS liability. In the event of any breach of ecoSPIRITS' warranties in Clause 1.3 by whatever reason and howsoever caused, ecoSPIRITS' liabilities shall be limited to USD one (1) million.
- 6.3 Brand Partner liability. In the event of any breach of Brand Partner's warranties in Clause 2.3 by whatever reason and howsoever caused, Brand Partner's liabilities shall be limited to USD one (1) million.
- 7. CONFIDENTIALITY**
- 7.1 The Parties agree that each shall treat all Confidential Information provided by a Party to the other Party as strictly confidential and shall only use such information for the purposes of fulfilling their duties and obligations pursuant to this Agreement. Confidential Information shall not be disclosed to any third party without the prior written consent of the non-disclosing Party. The foregoing duty of confidentiality shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than as a result of a breach of this Agreement.
- 8. TERMINATION**
- 8.1 Termination for convenience. Either Party may terminate this Agreement without cause by giving the other Party no less than ninety (90) days' prior written notice of its intention to terminate this Agreement. In the event that Brand Partner terminates this Agreement pursuant to this Clause 8.1, in no event will there be any refund (pro-rated, partial or otherwise) of any Fees paid.
- 8.2 Termination for cause. Without prejudice to any other right or remedy available to it, either Party ("**Non-Defaulting Party**") may terminate this Agreement with immediate effect by giving written notice to the other Party ("**Defaulting Party**") 1) in the event of a material breach which cannot be remedied or (if the breach can be remedied) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; 2) a Party is no longer carrying on business or 3) is insolvent.
- 9. FORCE MAJEURE**
- 9.1 If either Party is prevented from performing any of its obligations hereunder due to any cause which is beyond the non-performing Party's reasonable control, including but not limited to fire, explosion, flood, or other acts of God, a global pandemic declared by the World Health Organization or national health authority, war, acts of terrorism, laws of any government, strikes or labour disturbances, then such non-performing Party shall not be liable for breaching this Agreement for as long as such events are ongoing. The non-performing Party must give immediate written notice to the other Party of such an event and make all reasonable efforts to resume performance of its affected obligations under the Agreement as promptly as practicable.
- 10. GENERAL**
- 10.1 Entire agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications.
- 10.2 Notices. All notices and requests in connection with this Agreement must be given in English and shall be deemed given as of two (2) days after they are: (a) deposited in the mail, postage prepaid, certified or registered, return receipt requested; or (b) sent by overnight courier, charges prepaid, with a confirming email to the respective address set out in the Contract Details in the case of Brand Partner. In the case of ecoSPIRITS, all notices and requests shall be directed to: ecoSPIRITS Pte. Ltd., 90 Eu Tong Sen Street, 03-02, Singapore, 059811, Attn: Contract Notices. In each case, a copy may be sent by e-mail for information

- purposes. Either Party may change such address at any time by written notice to the other Party.
- 10.3 Modification. No addition to or modification of this Agreement will be binding on the Parties unless made in writing and signed by the authorised representatives of both Parties.
- 10.4 Waiver. No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, except as otherwise provided in this Agreement. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 10.5 Severability. If any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. The Parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary and possible to make them enforceable.
- 10.6 No partnership. Nothing in this Agreement shall constitute a partnership or establish a relationship of principal and agent or any other relationship of a similar nature between or among the Parties.
- 10.7 Third party rights. For the purposes of the Contracts (Rights of Third Parties) Act (Cap 53B), this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.
- 10.8 Assignment, subcontracting, transfer. Neither Party may assign, transfer, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other Party's prior written consent or except as expressly permitted in this Agreement. Notwithstanding the foregoing, ecoSPIRITS may assign or transfer its rights and obligations under this Agreement to any Affiliate.
- 10.9 Survival. Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party, and all provisions which are to survive this Agreement, or which are implied to survive shall remain in full force and effect. For the avoidance of doubt, the right to claim loss or damage arising from an event which caused a breach of contract is expressly reserved.
- 10.10 Dispute resolution. If any dispute, controversy or claim ("**Dispute**") arises out of or relating to this Agreement, or to the interpretation, breach, termination or validity of this Agreement, the Parties must use their best efforts to resolve the Dispute through consultation or mediation. The consultation or mediation between the Parties must begin as soon as practicable after one Party has delivered to the other Party a written notice setting out the matter of the Dispute ("**Dispute Notice**").
- 10.11 Arbitration. If a Dispute is not settled under Clause 10.10 within thirty (30) days after the date of the relevant Dispute Notice, the Dispute must be referred to and resolved by arbitration in Singapore in accordance with the Rules of the Singapore International Arbitration Centre ("**SIAC Rules**" and "**SIAC**" respectively). The tribunal will consist of one arbitrator, to be appointed by the President of the SIAC. The language of arbitration will be English. The SIAC Rules are deemed to be incorporated by reference in this clause. However, to the extent that the SIAC Rules are in conflict with the provisions of this clause, the provisions of this clause will prevail.
- 10.12 Counterparts. This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement. The Parties agree that this Agreement can be signed electronically without the need for an exchange of physical hard copies.
- 10.13 Governing law and jurisdiction. This Agreement, and all matters arising out of or in connection with it, shall be governed by and construed in all respects in accordance with Singapore law.