

DEFINITIONS

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

Additional Territory means a Territory added to the Agreement pursuant to Brand Partner's execution and delivery to ecoSPIRITS of the Addition of Territory Addendum at which point such Additional Territory will be deemed a Territory under the Agreement.

Annual Territory Fee means the applicable annual fee to be charged to Brand Partner by ecoSPIRITS for access to the System Services through a Licensed Operator, as set out in the Contract Details or the relevant Addition of Territory Addendum 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, owned by Brand Partner and which is supplied in bulk formats suitable for use in the System and is refilled from time to time in the System Parts by ecoSPIRITS through its relevant Licensed Operator pursuant to this Agreement.

Channel Partner has the meaning set out in the Contract Details, being a third party who has been appointed by Brand Partner as the official agent or distributor of the Products in a Territory.

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

ecoTOTE means the main Hardware and one of the System Parts in which Beverages will be enclosed, refilled, and transported to Brand Partner by ecoSPIRITS or its relevant Licensed Operator.

Fees means the applicable Annual Territory Fee and the Sustainability Program Contribution, 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 each 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 a Territory as appointed by ecoSPIRITS.

Operating Procedures means the confidential materials setting out the operations and procedures for operating the System Parts, as updated and issued by ecoSPIRITS or its relevant Licensed Operator from time to time.

Products means Brand Partner's Beverages for each Territory as set forth in the Contract Details for the Initial Territory and in the Addition of Territory Addendum for each other Territory or as otherwise agreed in writing by the Parties from time to time.

Sustainability Program Contribution means the applicable contribution payable by Brand Partner in respect of the Forest Program or the Oceans Program, as the case may be, and as set out in the Contract Details or as otherwise agreed in writing between the Parties from time to time.

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, 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 the appointed Channel Partners from time to time pursuant to a channel partner agreement.

System Services means access to the System, the grant of the Licence, 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, Brand Partner to use in a Territory in respect of the System, the System Parts and the System Services.