

TERMS AND CONDITIONS

These Terms & Conditions shall include by reference: (a) Official Distributor Agreement definitions (“**Definitions**”) [Definitions](#); (b) Official Distributor 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 Product(s) Addendum template (“**APA Template**”) [APA template](#) that may be executed by the Parties from time to time.

- 1. LICENSED OPERATOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

Operator fully informed of any matters relating to Defects or alleged Defects of the same.

 - 1.1 Access to and Provision of the System Services. Licensed Operator shall, throughout the Term of this Agreement, provide the System Services to Official Distributor with reasonable skill and care, commensurate with prevailing industry standards in the Territory.
 - 1.2 License Grant. On behalf of ecoSPIRITS, Licensed Operator hereby authorises Official Distributor to use the Trade Marks in each Territory for the purposes of exercising its rights and performing its obligations under this Agreement. Official Distributor acknowledges and agrees that all rights in the Trade Marks shall vest in ecoSPIRITS and all goodwill in the Trade Marks shall vest in ecoSPIRITS, and that Official Distributor has and will acquire no right in them by virtue of the discharge of its obligations under this Agreement, except for the right to use the Trade Marks as expressly provided in this Agreement.
 - 1.3 Licensed Operator representations and warranties. Licensed Operator represents and warrants to Official Distributor on a continuing basis throughout the Term that (a) the system parts will be free of defects during the applicable defects warranty period. If Official Distributor notifies Licensed Operator of a defect in the system parts during the applicable defects warranty period, then Licensed Operator must promptly, and at its own cost, rectify the defect or replace the system parts; (b) Licensed Operator further represents and warrants that the System Parts supplied to Official Distributor to carry out the refilling services will be of satisfactory quality and will comply with any specification agreed for them and that the refilling service will be conducted in accordance with applicable industry standards; (c) 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 (d) it will exercise its rights and perform its obligations under this Agreement in compliance with applicable law.
- 2. OFFICIAL DISTRIBUTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**
 - 2.1 Official Distributor Obligations. Official Distributor 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’ credit; (e) give any condition or warranty on ecoSPIRITS’ behalf; (f) make any representation on ecoSPIRITS’ behalf; (g) commit ecoSPIRITS to any contracts; or (h) otherwise incur any liability for or on behalf of ecoSPIRITS.
 - 2.2 Complaints and Product Defects. Official Distributor shall promptly address any complaints relating to the distribution of its Products and keep Licensed
- 2.3 Official Distributor representations and warranties. Official Distributor represents and warrants to Licensed Operator on a continuing basis throughout the Term that (a) it has obtained all necessary rights, licences, permits, permissions and approvals to sell and distribute the Beverages in the Territory during the Term; (b) 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 (c) it will exercise its rights and perform its obligations under this Agreement in compliance with applicable law.
 - 2.4 Additional Territories. For each Additional Territory added to this Agreement, Official Distributor shall execute and deliver to Licensed Operator the Addition of Territory Addendum.
- 3. REFILLING SERVICE**
 - 3.1 Instructions from Official Distributor. Official Distributor shall provide instructions in writing and Licensed Operator shall accept the instructions in writing to carry out the Refilling Service during the Term. The instructions shall specify all requisite information in order for the Licensed Operator to fulfil the Refilling Service and to comply with all labelling, marketing and other applicable legal requirements in the Territory.
 - 3.2 Time for completion of Refilling Service. Licensed Operator shall provide a time estimate to Official Distributor for completion of the Refilling Service. A separate written confirmation will be provided by Licensed Operator to Official Distributor when the Refilling Service has been completed and when the System Parts are ready for collection and onward delivery by Official Distributor.
 - 3.3 Logistics in respect of refilled System Parts. Official Distributor shall arrange for the collection and onward delivery of the System Parts once the Refilling Service is complete, from Licensed Operator’s premises. Delivery of the refilled System Parts shall take place at Licensed Operator’s premises when collected by Official Distributor.
- 4. INSURANCE**
 - 4.1 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.

5. FEES AND PAYMENT TERMS

- 5.1 Fees. Official Distributor agrees that it shall pay the applicable Annual Territory Fee under the Official Distributor Program as invoiced by Licensed Operator or ecoSPIRITS, as the case may be.
- 5.2 Payment terms. All invoices in respect of this Agreement issued by Licensed Operator will be paid in full by Official Distributor within thirty (30) days of the date of the applicable invoice.
- 5.3 Late payment. Time of payment of any invoice shall be of the essence of this Agreement. If Official Distributor fails to pay any invoice in full when due, ecoSPIRITS or Licensed Operator, as the case may be, shall without notice to Official Distributor 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.
- 5.4 Taxes, withholding, set-off. All sums payable to ecoSPIRITS or Licensed Operator under this Agreement: (a) are exclusive of any applicable taxes (including any goods and services tax), and Official Distributor 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 Official Distributor from any sums payable to ecoSPIRITS, or Licensed Operator, the amounts so payable to ecoSPIRITS shall be increased to the extent necessary so that ecoSPIRITS receives the full amounts specified in this Agreement.
- 5.5 Additional Products. All amounts payable to Licensed Operator for additional Product(s) shall be paid in the currency specified on the relevant invoice into the account of the Licensed Operator as set forth in the relevant Addition of Product(s) Addendum.

6. INDEMNITY

- 6.1 Official Distributor indemnity. Official Distributor shall promptly, fully and effectively indemnify and keep Licensed Operator indemnified against all losses, costs, damages, fees or charges incurred or suffered by it as a result of (i) any loss, theft or damage of any of the System Parts that have been delivered to Official Distributor, (ii) any delay in the collection of the System Parts on the part of the Official Distributor or (iii) any breach by Official Distributor of Clause 2.3.
- 6.2 Licensed Operator indemnity. Licensed Operator shall promptly, fully and effectively indemnify and keep Official Distributor indemnified against all losses, costs, damages, fees or charges incurred or suffered by it as a result of any breach by Licensed Operator of Clause 1.3.

7. LIABILITY

- 7.1 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 and Licensed Operator 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, neither ecoSPIRITS or Licensed Operator makes any warranty or provides 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.

- 7.2 Licensed Operator liability. In the event of any breach of Licensed Operator's warranties in Clause 1.3 by whatever reason and howsoever caused, Licensed Operator's liabilities shall be limited to USD one (1) million.

- 7.3 Official Distributor liability. In the event of any breach of Official Distributor's warranties in Clause 2.3 by whatever reason and howsoever caused, Official Distributor's liabilities shall be limited to USD one (1) million.

8. CONFIDENTIALITY

- 8.1 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.

9. TERMINATION

- 9.1 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 Official Distributor terminates this Agreement pursuant to this Clause 9.1, in no event will there be any refund (pro-rated, partial or otherwise) of any Fees paid.

- 9.2 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.

10. FORCE MAJEURE

- 10.1 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.

11. GENERAL

11.1 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.

11.2 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 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.

11.3 Modification. No addition to or modification of this Agreement will be binding on the Parties unless made in writing and signed by the authorized representatives of both Parties.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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**").

11.10 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 the law of the State of Incorporation as set out in the Contract Details of the Official Distributor Agreement.

11.11 Arbitration. If a Dispute is not settled under Clause 11.9 within thirty (30) days of the date of the relevant Dispute Notice, the Parties agree to have the Dispute finally settled by arbitration in Miami, Florida, and administered by the International Centre for Dispute Resolution, the international division of the American Arbitration Association ("ICDR"), in accordance with its rules ("ICDR Rules," which provide for international expedited procedures). The Dispute shall be settled by a sole arbitrator, or, where the parties cannot agree on a sole arbitrator, a panel of three arbitrators, appointed in accordance with the ICDR Rules. Each arbitrator shall be a commercial person conversant with international commodities trade. The language of the arbitration shall be English, and the arbitration shall be treated as confidential. The costs of the arbitration shall be borne by the party against whom an award is made. The arbitration award shall be final and binding upon the Parties, who hereby consent to the entering of such award as a judgment in any court or tribunal having competent jurisdiction.

11.12 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.

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.

FEE SCHEDULE

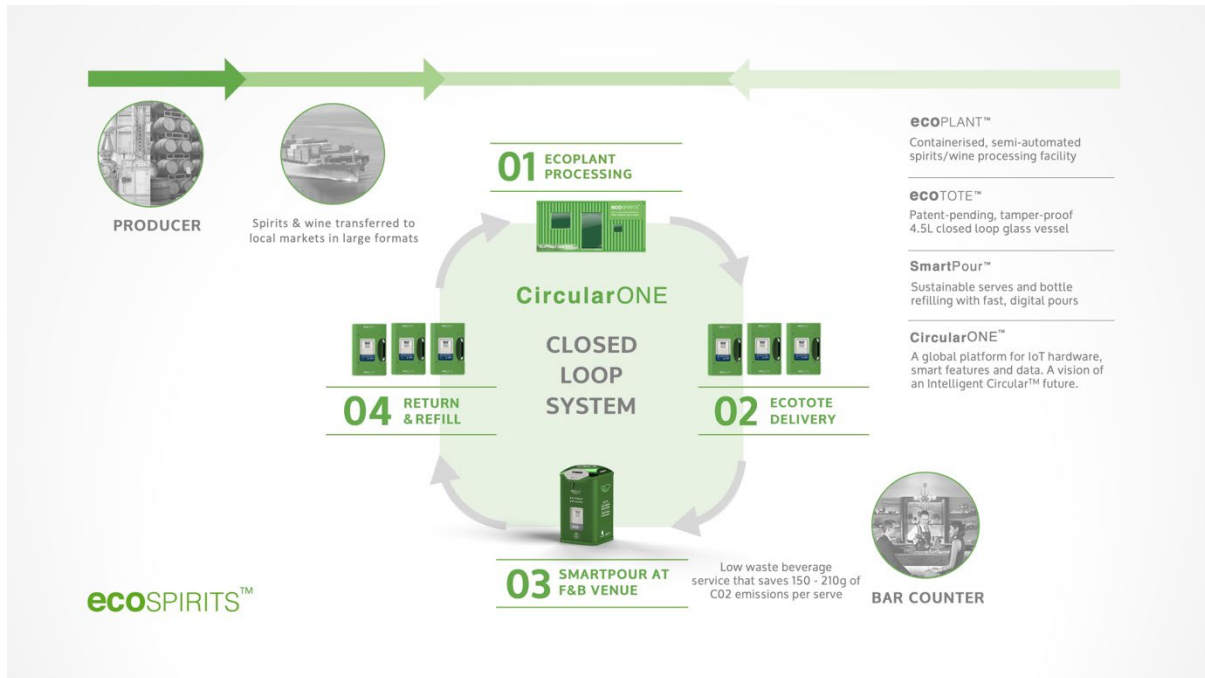
For each Territory, Official Distributor will select the program level as follows:

Official Distributor Program	Silver Distributor	Gold Distributor	Platinum Distributor
	USD 8,500 / YEAR / STATE	USD 15,000 / YEAR / STATE	USD 30,000 / YEAR / STATE
eS Official Distributor Status	✓	✓	✓
eS Forest Program	✓	✓	✓
eS Outlet Lead Generation	✓	✓	✓
eS Operations Support Lead	✓	✓	✓
eS Commercial Support Lead	✓	✓	✓
Brand Priority Onboarding	-	✓	✓
Bi-Annual Sustainability Report	-	✓	✓
Regional & Global Communications	-	✓	✓
eS National Accounts Lead	-	-	✓
Dedicated Marketing Investment	-	-	✓
Priority in Territory Expansion	-	-	✓

ecospirits™

SYSTEM, SYSTEM PARTS AND SYSTEM SERVICES

Part A. System



Part B. System Parts and System Services

A comprehensive solution for closed-loop distribution of spirits and wine, including the following:

- (i) ecoTOTE tamper-proof, closed-loop 1.75L vessel fleet;
- (ii) ecoPLANT containerised, semi-automated beverage processing facility;
- (iii) SmartPour automatic dispense accessory;
- (iv) additional accessories necessary for closed-loop distribution operations;
- (v) ecoTOTE refilling services;
- (vi) customer service and support to distributors, wholesalers, brand partners, venue partners;
- (vii) licensed use of ecoSPIRITS trademarks for marketing and promotional purposes; and
- (viii) single use glass waste and carbon footprint reporting.



Climate Partner Program

Addition of Product(s) Addendum Template

This Addition of Product(s) Addendum is entered into between [Licensed Operator entity name] (“Licensed Operator”) and [Official Distributor entity name] (“Official Distributor”). Each of Licensed Operator and Official Distributor shall be referred to as a “Party” and, together, the “Parties”. Reference is made to the Official Distributor Agreement entered into between the Parties with an effective date of [date] (the “Official Distributor Agreement”). Any capitalized terms not defined herein shall have the meaning ascribed to such term in the Official Distributor Agreement.

The Parties hereby agree to add the Additional Product(s) as set forth below to the Official Distributor Agreement under the following terms and conditions. All other Standard Terms of the Official Distributor Agreement shall apply to the Additional Product(s). If any document referenced in this Addendum is inconsistent with this Addendum, then the provisions of this Addendum will prevail with respect to such Additional Product(s).

OFFICIAL DISTRIBUTOR INFORMATION		
Official Distributor		
Registered Address		
Registration No.		
Country of Formation		
Official Distributor Admin Info	Name	
	Email	

PRODUCTS & TERRITORY	
Effective Date	
Product(s)	
Territory (State)	
Initial Term	
Renewal Term	
Distributor Program Level	
Annual Fee	for the Territory for the Initial Term, payable annually in advance.

LICENSED OPERATOR BANK DETAILS	
Beneficiary Name	
Beneficiary Account Number	
Swift Code	

Signed below by the duly authorised representatives of each Party:

For and on behalf of Licensed Operator:

For and on behalf of Official Distributor:

Name:
Title:

Name:
Title: