



Brand Partner Agreement

ANNEX C - 2

HYBRID MODEL TERMS AND CONDITIONS

These Hybrid Terms & Conditions shall include by reference Appendix C2: Hybrid Terms & Conditions definitions (“**Definitions**”) and shall be applicable when the commercial model chosen is the Hybrid Model.

1. **ECOSPIRITS OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**
 - 1.1 Access to and Provision of the System Services. As from the Effective Date, ecoSPIRITS shall, throughout the Term, make System Services available to Brand Partner, and if applicable, through its Licensed Operator, in the Territory.
 - 1.2 License Grant. As from the Effective Date and throughout the Term, ecoSPIRITS shall grant Brand Partner the non-exclusive right to use the Trade Marks in the Territory for the purposes of exercising its rights and performing its obligations under this Hybrid Terms & Conditions. 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 Hybrid Terms & Conditions. Brand Partner 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 Brand Partner has and will acquire no right in them by virtue of the discharge of its obligations under this Hybrid Terms & Conditions, except for the right to use the Trade Marks as expressly provided in this Hybrid Terms & Conditions.
 - 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 will be free of defects during the applicable Defect Warranty Period. If Brand Partner notifies ecoSPIRITS of a Defect in the System Parts during the applicable Defect Warranty Period, then ecoSPIRITS must promptly, and at its own cost, rectify the Defect or replace the System Parts; (b) the Technology Solutions (if provided) by ecoSPIRITS to Brand Partner, shall be in good operating condition and shall conform with the Technology Solutions specification (if so provided). In the event the Technology Solutions provided shall fail to function as described by ecoSPIRITS, ecoSPIRITS shall endeavour to make modifications to the said Technology Solutions to ensure that it conforms with the description provided by ecoSPIRITS; (c) it has the power to accept, execute and deliver this Hybrid Terms & Conditions 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 Hybrid Terms & Conditions in compliance with applicable law.
2. **BRAND PARTNER OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**
 - 2.1 Brand Partner Obligations. Brand Partner shall not: (a) purchase any Hardware or otherwise acquire the System Services from any person, firm or company other than ecoSPIRITS; (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) supply the System Services to any other persons or in respect of any other Beverage brands, unless ecoSPIRITS' prior written consent has been obtained (d) represent itself as an agent of ecoSPIRITS for any purpose; (e) pledge ecoSPIRITS' credit; (f) give any condition or warranty on ecoSPIRITS' behalf; (g) make any representation on ecoSPIRITS' behalf; (h) commit ecoSPIRITS to any contracts; or (i) otherwise incur any liability for or on behalf of ecoSPIRITS.
 - 2.2 Channel Partner Agreement. In all such applicable Territory, Brand Partner shall ensure that the applicable 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 Product.
 - 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 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 accept, execute and deliver this Hybrid Terms & Conditions and to perform its obligations under it and has taken all action necessary to authorise execution and delivery and the performance of its obligations; (c) it will exercise its rights and perform its obligations under this Hybrid Terms & Conditions in compliance with applicable law; (d) all Products supplied to ecoSPIRITS or the Licensed Operator, as the case may be, will be of satisfactory quality and fit for human consumption and the purpose for which the Product is ordinarily used; and (e) it will promptly address any complaints relating to the distribution of its Products and keep ecoSPIRITS fully informed of any matters relating to Defects or alleged Defects of its Products.
 - 2.4 Use and No Tampering. Brand Partner shall only use the Hardware and System Parts in accordance with the Operating Procedures and not in any other manner or for any other purpose. Brand Partner shall not tamper or make any modification to any part of the Hardware and System Parts, including without limitation any parts connected to, or forming a part of, the Technology Solutions.
 - 2.5 Compliance with Applicable Laws. Brand Partner shall, at its own expense, comply with all laws and regulations, including procuring all licences, approvals, permits and certifications required by applicable law, relating to its activities in accordance with this Hybrid Terms & Conditions, including the use of the System in the Territory.

3. REFILLING SERVICE AND LOGISTICS

3.1 Refilling Service and Logistics. Brand Partner (or through the applicable Channel Partner) shall provide instructions in writing to the Licensed Operator and such instructions shall be accepted 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. Licensed Operator shall provide a time estimate to Brand Partner for completion of the Refilling Service. A separate written confirmation will be provided by Licensed Operator to Brand Partner when the Refilling Service has been completed and when the System Parts are ready for collection and onward delivery by Brand Partner. Brand Partner shall arrange with the applicable Channel Partner 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 the applicable Channel Partner.

4. INITIAL SYSTEM PACKAGE

4.1 Initial Products. ecoSPIRITS shall supply, and Brand Partner shall purchase the Initial System Package in accordance with the terms and conditions of this Hybrid Terms & Conditions. ecoSPIRITS shall be entitled to invoice Brand Partner for the Initial System Package once the Initial System Package is ready for dispatch and Delivery.

4.2 Additional Orders of Hardware. Brand Partner may order such quantities of Hardware as may be required from time to time during the Term. Each Order shall be deemed to be a separate offer by Brand Partner to purchase Hardware at the then current list price and ecoSPIRITS shall be free to accept or decline at its absolute discretion.

4.3 Additional Orders Order Process. Each Order shall: (a) be given by Brand Partner to ecoSPIRITS via orders@ecospirits.global; and (b) specify the type and quantity of Hardware ordered. No Order shall be deemed to be accepted by ecoSPIRITS until a purchase order is issued to Brand Partner in writing. ecoSPIRITS may, at its sole discretion, accept an amendment to, or cancellation of, an Order by Brand Partner. Brand Partner is responsible for ensuring that Orders are complete and accurate. Brand Partner shall give ecoSPIRITS all necessary information that ecoSPIRITS reasonably requires in order to fulfil each Order. ecoSPIRITS shall use all reasonable endeavours to ensure that any Hardware ordered are available for despatch within sixty (60) days of receipt of an Order.

4.4 Delivery of Additional Orders of Hardware. Delivery dates provided by ecoSPIRITS are approximate only, and the time of Delivery is not of the essence. ecoSPIRITS shall endeavour to deliver the Hardware on or before the delivery dates but shall not be liable for any delay in Delivery of any Hardware.

4.5 Title and Risk of Hardware. Title and Risk in the Hardware including the Initial System Package shall pass to Brand Partner on completion of Delivery.

5. TECHNOLOGY SOLUTIONS

5.1 Offer of Technology Solutions. From time to time during the Term, ecoSPIRITS may offer Brand Partner access

to, and use of, certain Technology Solutions relating to the System. Any such Technology Solutions will be subject to the terms and conditions set out herein and such other terms and conditions, and/or additional costs, as communicated and issued by ecoSPIRITS to Brand Partner in advance in writing from time to time.

5.2 Conditions of Use. Subject to any other terms and conditions agreed between the Parties, Brand Partner shall not use the Technology Solutions, nor permit them to be used:

- (a) for any purpose that is unlawful under any applicable law or prohibited by this Hybrid Terms & Conditions;
- (b) beyond the Term unless otherwise agreed by ecoSPIRITS in writing;
- (c) by any third parties or unauthorised personnel;
- (d) to commit any act of fraud;
- (e) to distribute any virus;
- (f) for the purposes of promoting unsolicited advertising or sending spam;
- (g) to simulate communications from ecoSPIRITS or another service or entity in order to collect identity information, authentication credentials, or other information ('phishing');
- (h) to "crawl," "scrape," "spider" or otherwise copy or store any portion of the Technology Solutions for any purpose not contemplated under this Hybrid Terms & Conditions;
- (i) to disassemble, reverse engineer, decompile or otherwise attempt to obtain the source code or underlying logic of any portion of the Technology Solutions;
- (j) in any manner that disrupts the operations, business, equipment, websites or systems of ecoSPIRITS or any other person or entity (including any denial of service and similar attacks);
- (k) in any manner that harms or may endanger minors or any other person;
- (l) in connection with any service, use or purpose where the failure of the Technology Solutions (or any part) may endanger the health or life of any person or cause damage or loss to any tangible property or the environment;
- (m) to promote any unlawful activity;
- (n) to gain unauthorised access to or use of any computers, data, systems, accounts or networks of any person;
- (o) in any manner which may impair any other person's use of the Technology Solutions or use of any other services provided by ecoSPIRITS to any other person;
- (p) to attempt to circumvent any security controls or mechanisms;
- (q) to attempt to circumvent any password or user authentication methods of any person; and
- (r) in any manner inconsistent with these Hybrid Terms & Conditions or other instructions provided by ecoSPIRITS from time to time.

5.3 Technology Solutions Data. ecoSPIRITS shall retain and will own all rights in and to all data uploaded to and generated from any Technology Solutions ("**Solutions Data**"). ecoSPIRITS hereby grants to Brand Partner the non-exclusive, worldwide, royalty-free, right to use such Solutions Data during the Term to the extent it is necessary to utilise the System and fulfil its obligations under this Hybrid Terms & Conditions.

6. FEES AND PAYMENT TERMS

6.1 Fees. Brand Partner agrees that it shall pay the applicable Monthly Platform Fee as invoiced by ecoSPIRITS.

6.2 ecoPLANT Filling Fee. Brand Partner shall pay to the Licensed Operator or a third party refilling service provider, as the case may be, the applicable ecoPLANT Filling Fee.

6.3 ecoPLANT Usage Fee. Brand Partner shall pay to the Licensed Operator the applicable ecoPLANT Usage Fee.

6.4 Payment Terms. All invoices in respect of this Hybrid Terms & Conditions issued by ecoSPIRITS, Licensed Operator (if applicable) and the third party refilling service provider (if applicable) will be paid in full by Brand Partner within thirty (30) days of the date of the applicable invoice.

6.5 Late Payment. Time of payment of any invoice shall be of the essence of this Hybrid Terms & Conditions. If Brand Partner fails to pay any invoice in full when due, ecoSPIRITS 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.

6.6 Taxes, Withholding, Set-off. All sums payable to ecoSPIRITS under this Hybrid Terms & Conditions: (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 Hybrid Terms & Conditions.

7. INDEMNITY

7.1 Brand Partner Indemnity. Subject to any liability cap as may be agreed between the Parties, 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 (i) any loss, theft or damage of any of the System Parts that have been delivered to Brand Partner, (ii) any delay in the collection of the System Parts on the part of the Brand Partner or (iii) any breach by Brand Partner of Clause 2.3.

7.2 ecoSPIRITS Indemnity. Subject to any liability cap as may be agreed between the Parties, 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.

8. LIABILITY

8.1 Hardware, Technology Solutions and Services Provided "as-is". Unless expressly set forth in this Hybrid Terms & Conditions or required under any applicable laws, the Hardware, Technology Solutions,

System Parts and System Services are provided through ecoSPIRITS or a Licensed Operator, as the case may be, on an "as-is" basis with no warranties, and ecoSPIRITS expressly excludes and disclaims any warranties under or arising as a result of this Hybrid Terms & Conditions, whether express, implied or statutory. Without limitation of the foregoing and to the maximum extent permitted under applicable law, ecoSPIRITS provides no warranty or any other assurance, express or implied, with respect to the suitability, merchantability, non-infringement or fitness for any purpose whatsoever of the Hardware, Technology Solutions, 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.

8.2 Excluded Losses. To the maximum extent permitted by applicable law, neither Party shall be liable to the other for any of the following losses howsoever arising under or in connection with this Hybrid Terms & Conditions, whether in contract, tort (including negligence), breach of statutory duty, and including under the indemnity obligations under this Hybrid Terms & Conditions: (a) loss of actual or anticipated income (whether direct or indirect); (b) loss of actual or anticipated profits (whether direct or indirect); (c) loss of contracts or business (whether direct or indirect); or (d) special, indirect or consequential loss or damage of any kind.

8.3 Liability Cap. The maximum aggregate liability of each Party to the other Party shall be as agreed between the Parties in the Standard Terms.

8.4 Duty to mitigate. Each Party will use all reasonable endeavours to mitigate loss and damage it suffers under or in connection with this Hybrid Terms & Conditions.

9. CONFIDENTIALITY

9.1 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 Hybrid Terms & Conditions. Confidential Information shall not be disclosed to any third party without the prior written consent of the 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 Hybrid Terms & Conditions.

10. TERM AND TERMINATION

10.1 Term. In respect of each Territory, this Hybrid Terms & Conditions shall be applicable from the Effective Date for such Territory and shall remain in effect until the last day of the BPA Term unless terminated in accordance with the Standard Terms.

10.2 Option to Repurchase System Parts. In the event of termination under the Standard Terms, ecoSPIRITS shall have the option to buy back some or all of the System Parts. If ecoSPIRITS does not buy back the System Parts or purchases only part of the System Parts, Brand Partner shall dispose of any remaining Systems Parts as directed by ecoSPIRITS at its own cost.

11. GENERAL

- 11.1 Entire Agreement. The Standard Terms and this Hybrid Terms & Conditions constitutes the entire agreement between the Parties with respect to all applicable Territory and supersedes all prior and contemporaneous communications.

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APPENDIX C2

DEFINITIONS

In this Hybrid Terms and Conditions, unless the context otherwise requires, the following words and expressions will have the following meanings:

Additional Territory means a Territory specified to be under the Hybrid Model, and added to the Agreement pursuant to Brand Partner's execution and delivery to ecoSPIRITS of the Territory Addition Notice at which point such additional Territory will be deemed a Territory listed under the Territory List in the Agreement and shall be subject to the terms and conditions of this Hybrid Terms & Conditions.

Additional Product means a Product added to the Agreement under a Hybrid Model Territory pursuant to Brand Partner's execution and delivery to ecoSPIRITS of the Product Addition Notice at which point such additional Product will be deemed a Product listed under the Products List in the Agreement and shall be subject to the terms and conditions of this Hybrid Terms & Conditions.

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 and transported 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 Hybrid Terms & Conditions.

BPA Effective Date has the meaning set out in the Contract Details.

BPA Term has the meaning set out in the Standard Terms.

Brand Partner has the meaning set out in the Contract Details.

Channel Partner for each particular Territory has the meaning set out under the corresponding Territory in the Territory List or the Territory Addition Notice, as the case may be, being a third party who has been appointed by Brand Partner as the official agent or distributor of the Products in a Territory.

Channel Partner Agreement means the agreement between the Licensed Operator and Channel Partner or distributor, as the case may be, for the distribution of the Products in a Territory.

Confidential Information means all information, whether commercial, financial, technical or otherwise, in any medium or format, which one Party receives from the other 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 System Parts or Product, as applicable, that would or could reasonably be expected to adversely affect the safety, performance, or quality of such System Parts or Product, as applicable.

Defect Warranty Period means, in relation to each item of System Parts, the period of one (1) year from the date of Delivery.

Delivery where the: (i) Territory is situated in the United States of America shall mean delivery based on "DDP" at a port as may be communicated to Brand Partner by ecoSPIRITS subject to full reimbursement of shipping costs by Brand Partner, with DDP as defined in the International Chamber of Commerce Incoterms 2020, which in respect of the System shall be when the Products and/or System Parts are delivered to a port as may be communicated to Brand Partner by ecoSPIRITS, and provided that Brand Partner has reimbursed ecoSPIRITS in full the shipping costs associated with the shipment; or (ii) Territory is not situated in the United States of America shall mean delivery "Ex Works", as such term is defined in the International Chamber of Commerce Incoterms 2020, which in respect of the System shall be when ecoSPIRITS places any Products and or System Parts at the disposal of Brand Partner at ecoSPIRITS' premises or another named place not cleared for export and not loaded on any collecting vehicle.

ecoPLANT Filling Fee means the applicable filling fee charged by Licensed Operator or a third party refilling service provider to provide the Refilling Services, calculated based on the rate specified in the Territory List for the applicable Territory or as agreed in writing between the parties from time to time.

ecoPLANT Usage Fee means the applicable ecoPLANT usage fee to be charged by Licensed Operator to Brand Partner to provide the System Services through the Licensed Operator's ecoPLANT using the Brand Partner's Products, calculated based on the rate specified in the Territory List for the applicable Territory or as otherwise agreed in writing between the Parties from time to time.

ecoPLANT means the proprietary ecoSPIRITS hardware and technology for the filling of Beverages into ecoTOTES.

ecoSPIRITS means ecoSPIRITS Pte. Ltd. (registration no.: 202011031M), a company registered in Singapore with its registered address at 90 Eu Tong Sen Street, #03-02, Singapore 059811, the licensor of the System, System Parts and System Services

and all related Intellectual Property Rights, and where applicable, shall include its nominees and subsidiaries (as defined under the Singaporean Companies Act 1967).

ecoTOTE means the main Hardware and one of the System Parts in which Beverages will be enclosed, refilled, and transported to Brand Partner by Channel Partner.

Effective Date means in relation to each applicable Territory, either: (i) the BPA Effective Date; or (ii) in relation to each Additional Territory, the Territory Addition Notice Date, whichever is the later.

Fees means the applicable Monthly Platform Fee and any such other fee as may be agreed between the Parties in writing in connection with this Hybrid Terms & Conditions from time to time.

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

Initial System Package means the Hardware items required for Brand Partner to utilise the System in each Territory, as set out under each Territory in the Territory List.

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 for each particular Territory has the meaning set out under the corresponding Territory in the Territory List or the Territory Addition Notice, as the case may be, being a licensed operator of System Parts and System Services in each Territory as appointed by ecoSPIRITS.

Monthly Platform Fee means the monthly fee to be charged to Brand Partner by ecoSPIRITS based on the package selected, as set out in Territory List or the Territory Addition Notice, as the case may be, or as otherwise agreed in writing between the Parties from time to time.

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

Order means an order for Hardware referred to in Clause 4 and submitted by Brand Partner in accordance with Clause 4.3.

Product and **Products** mean the Brand Partner's Beverages for each Territory as set forth in the Product List and the Product Addition Notice (if applicable) for the Territory and in the applicable Territory Addition Notice for each other Additional Territory or as otherwise agreed in writing by the Parties from time to time.

Refilling Service means the service performed by Licensed Operator or a third party refilling service provider on behalf of ecoSPIRITS to Brand Partner for the refill of System Parts with Beverages pursuant to the terms of this Hybrid Terms & Conditions, 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 parts and accessories of the System which house the Beverages, and which are delivered to Brand Partner by Channel Partner from time to time pursuant to this Hybrid Terms & Conditions.

System Services means access to the System, the grant of the Licence, the Refilling Service, remote training and technical support in respect of the System, as further detailed in this Hybrid Terms & Conditions, and any such additional services as may be agreed in writing between the Parties in connection with this Hybrid Terms & Conditions from time to time.

Technology Solutions means certain current and future technological applications, software, data and related features and services, or other solution, which may be implemented and offered by ecoSPIRITS to Brand Partner from time to time, including but not limited to, a cloud-based location tracking platform which tracks the use of the System by Brand Partner for operations efficiency and supply chain integrity.

Term means the period commencing from the first day of the Effective Date and ending on the last day of the BPA Term.

Territory and **Territories** mean a territory listed in the Territory List or added to the Territory List pursuant to a Territory Addition Notice, which has opted for the Hybrid Model.

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 the Territory in respect of the System, the System Parts and the System Services.