

# GENERAL CONDITIONS SERVICES

## 1. General

**1.1.** This service agreement (the “**Agreement**”) is constituted by:

(i) the general terms and conditions for services set forth below (the “**General Conditions Services**”), (ii) the specific conditions for services, and all annexes thereto (the “**Specific Conditions Services**”), and/or (iii) any purchase order or call-off made pursuant to this Agreement (the “**PO**”) by COBREW SA/NV, InBev SA/NV or a company (directly or indirectly) owned or controlled by InBev SA/NV, as specified in the Specific Conditions Services or in the PO (and together with InBev SA/NV referred to as the “**InBev Affiliates**”).

**1.2.** In the event of any conflict between the terms of the General Conditions Services, the Specific Conditions Services, any PO made pursuant to this Agreement and any General Conditions Services of the InBev Affiliates, the following order of precedence shall prevail:

(i) Specific Conditions Services; (ii) General Conditions Services; (iii) PO; and (iv) Terms and conditions of the InBev Affiliates.

## 2. Service Provider acceptance

**2.1.** By confirming at any time a PO made by an InBev Affiliate, or performing at any time a Service pursuant to the PO, the Service Provider acknowledges the General Conditions Services and irrevocably agrees to be bound by them and by the Agreement. The Agreement shall apply to the exclusion of any general or specific conditions communicated by the Service Provider, at any time, in any offer, PO acknowledgement or confirmation, invoice, confirmation of the Agreement or any other document. No such general or specific conditions communicated by the Service Provider at whichever time or the acceptance by InBev Affiliates of the Services or payment of Service Provider's invoices shall in any way alter any of the foregoing.

**2.2.** Service Provider shall promptly confirm its acceptance of a PO in writing. Any failure of Service Provider to confirm a PO by close of the following Business Day shall be deemed as an acceptance of such PO.

## 3. Performance of Services

Under the terms of the Agreement, Service Provider shall provide the services to the InBev Affiliate(s) as specified in the Specific Conditions Services and/or in the POs made pursuant to the Agreement (the “**Services**”).

## 4. Characteristics of the Services

Service Provider shall provide the Services as follows:

(i) in a professional and skilful manner, meeting best industry practice, and Service Provider warrants that it has, and will continue to have during the term of the Agreement, the required skills, experience, licences and permits required for the proper performance of the Agreement; (ii) in conformity with the service levels and specifications, technical or other, as set out in the Specific Conditions Services or in the PO (the “**Service Levels**”); and (iii) in full compliance with all applicable laws or administrative standards, orders or regulations, including without limitation those related to safety, environment, hygiene, hazardous materials or toxic substances.

## 5. Personnel of the Service Provider

**5.1.** Service Provider undertakes to involve only personnel which is professionally trained and duly motivated and has the appropriate skills and expertise for the performance of the Services. Service Provider shall cause its personnel to act responsibly in all circumstances and be of an irrefragable conduct. The personnel of the Service Provider that is involved in the execution of the Agreement remains at any time under the sole responsibility, guidance, authority and supervision of the Service Provider.

**5.2.** All personnel of the Service Provider entering a facility of an InBev Affiliate in connection with the performance of Services shall comply with all applicable laws, including environment, health and safety rules, and all applicable InBev guidelines and business rules. Each InBev Affiliate reserves the right to refuse entry to its facility to any member of the personnel of Service Provider who is deemed unsuitable or does not comply with applicable rules.

**5.3.** Service Provider shall not utilize child, slave, prisoner or any other form of forced or involuntary labour, or engage in abusive employment or corrupt business practices, in the performance of Services under this Agreement.

**5.4.** For the avoidance of doubt, Service Provider shall cause its subcontractors (to the extent subcontracting is allowed and appropriate) to comply, and to require their personnel to comply, with the provisions of this [clause 5](#).

## 6. Unsatisfactory performance of the Services

**6.1.** At any InBev Affiliate's request, Service Provider shall certify in writing its compliance with the provisions set out in [clauses 4 and 5](#).

**6.2.** Service Provider shall liable for all costs and damages incurred by the InBev Affiliates due to any shortcomings by Service Provider in respect of [clauses 4 and 5](#). If such shortcomings occur, and without prejudice to any other rights or remedies available under the applicable law or the Agreement to obtain full compensation for the incurred costs and damages, the InBev Affiliates shall be entitled, at their option, to: (i) require the Service Provider to re-perform the Services, without any additional expense charged to the InBev Affiliates, (ii) apply a deduction from the Fees which is commensurate with the specific shortcoming and its consequences,

(iii) obtain service credits for future services to be rendered by Service Provider, if provided for in the Specific Conditions Services and/or PO, or (iv) notify the release of the relevant InBev Affiliate receiving such unsatisfactory Services from all further obligations under the Agreement.

**6.3.** Unless specified otherwise in the Specific Conditions Services, if Service Provider fails to perform the Services to the InBev Affiliates in accordance with the Service Levels, or fails to re-perform any unsatisfactory Services within twenty-four (24) hours after the notification of non-performance, the InBev Affiliates have the right to request alternative Services from other providers and any additional costs shall be reimbursed by the Service Provider.

## 7. Timely completion of the Services

**7.1.** Service Provider shall complete the Services in accordance with the agreed time schedule set forth in the Specific Conditions Services and/or the POs.

**7.2.** The Service Provider shall ensure that the InBev Affiliates are informed of any material problem which may affect the performance of the Services or the satisfaction of the quantity or frequency of the Services as soon as the Service Provider becomes aware of any such problem.

**7.3.** In the event of non-compliance with the agreed time schedule, Service Provider shall be liable for all costs and damages incurred by the InBev Affiliates in connection with such non-compliance. In such event, and without prejudice to any other rights or remedies available under the applicable law or the Agreement to obtain full compensation for the incurred costs and damages, the InBev Affiliates are entitled to: (i) apply a fee reduction of 1 per cent per week of delay, (ii) notify the release of the relevant InBev Affiliate suffering such late performance from all further obligations under the Agreement, and (iii) request alternative Services directly from another provider and invoice Service Provider for the difference in fees and/or costs and expenses between the new provider and the fees mentioned in the Specific Conditions Services and/or the POs.

**7.4.** Acceptance of any Services by the InBev Affiliates after the time specified shall not be construed as a waiver of any rights from the InBev Affiliates resulting from the late performance.

## 8. Fees

Service Provider shall provide the Services to the InBev Affiliate(s) at the fees and in the currency set out in the Specific Conditions Services and/or the POs, and if no specification of the currency is made, in euro. Fees are firm and valid for the duration of the Agreement and include any costs and taxes that are at the Service Provider's charge according to this Agreement. Service Provider acknowledges that the InBev Affiliates may be required by law to withhold for tax purposes an amount from any payment owed to Service Provider. In such a case, the InBev Affiliates shall deduct such amount(s) from its payment(s) to Service Provider and the InBev Affiliates shall not be liable to, and need not, reimburse Service Provider for the amount(s) withheld.

## 9. Payment terms

**9.1.** Unless specified otherwise in the Specific Conditions Services, the InBev Affiliates shall pay the invoiced amounts within 60 days from the end of month in which the invoice is received, provided that (i) the Services have been performed, (ii) the invoice mentions the correct PO number and any other information required pursuant to the Specific Conditions Services and (iii) the invoice (or any items thereof) is not subject to *bona fide* dispute. In the event that there is a dispute on an invoice (or any items thereof), the payment period shall be extended until the dispute has been resolved. If a Party does not pay a sum of money when it falls due, the other Party is entitled to an interest of 3 per cent per annum above Euribor upon that sum from the time that payment is due to the time of payment. The applicable late payment interest rate shall be fixed on the first day that the due sum of money remains unpaid.

**9.2.** The InBev Affiliates may set off any amounts owed to them by Service Provider, whether or not Service Provider disputes such amounts, against any amounts the InBev Affiliates owe Service Provider.

## 10. Place of performance

Service Provider shall provide the Services at the places as set forth in the Specific Conditions Services and/or the POs.

## 11. Reporting and right to audit

**11.1.** Service Provider agrees to provide reports to each InBev Affiliate on a quarterly basis showing the Services provided to such InBev Affiliate, the corresponding fees invoiced during the quarter and the corresponding PO numbers.

**11.2.** In respect of all fees and expenses that are payable by the InBev Affiliates under the present Agreement, Service Provider shall maintain such accounts and records as are reasonably

required for the purpose of enabling to conduct an audit of such fees and expenses. Services Provider shall immediately provide these accounts and records to the InBev Affiliate(s) at their first request.

**11.3.** Should any audit of the accounts and records by the InBev Affiliates reveal that the InBev Affiliates have been overbilled, then Service Provider shall reimburse the relevant InBev Affiliates the overbilled amount within 14 days.

## 12. Termination

**12.1.** Without prejudice to any other rights or remedies available under the applicable law or the Agreement to obtain full compensation for damages, either Party has the right, at any time, to terminate this Agreement by written notice and without further formality upon a breach by other Party in the performance of the provisions of the Agreement, provided such breach is not cured within 15 days following receipt by the defaulting Party of a written notice from the non-defaulting Party to remedy such breach.

**12.2.** Without prejudice to any other rights or remedies available under the applicable law or the Agreement to obtain full compensation for damages, COBREW SA/NV (acting via the InBev Supervisor, as defined in the Specific Conditions Services) has the right to terminate this Agreement with immediate effect and without further formality, and without any indemnity becoming due by any InBev Affiliate, if:

(i) Service Provider breaches contractual obligations which are not capable of being cured or repeatedly or consistently fails to meet its contractual obligations following an initial cure period, (ii) Service Provider breaches any of [clauses 4, 5, 6, 7, 10, 13, 14 or 16](#) of the General Conditions Services, (iii) Service Provider becomes insolvent, bankrupt, files or has filed against it a petition in bankruptcy, makes a proposal in relation to its insolvency under any bankruptcy legislation, ceases to carry on all or a substantial part of its business, makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts as they mature, or (iv) there is a direct or indirect change of control of Service Provider or Service Provider transfers all or substantially all its assets to a third party in any manner (including by merger, split, transfer or contribution of universality or branch of activity). For the purposes of this clause, the term “control” has the meaning given to it under the Belgian Companies Code. Service Provider shall immediately give written notice to InBev Supervisor identifying the nature of any change of control.

**12.3.** COBREW SA/NV (acting via the InBev Supervisor) has the right to terminate this Agreement, in whole or in part, without any indemnity becoming due by any InBev Affiliate, in case of a material change in the business of the InBev Affiliate(s) (including but not limited to site closure), as a result of which the Services to be rendered to such InBev Affiliate(s) can no longer reasonably be deemed to serve the intended purpose. The InBev Supervisor shall send a written notice of such termination to the Service Provider three months prior to the material change, provided that the InBev Supervisor can foresee the material change at least three months in advance. If the InBev Supervisor cannot foresee the material change at least three months in advance, it shall send the written notice of termination as soon as it become aware of the material change and the notice period shall be reduced accordingly.

**12.4.** Parties agree that the following clauses of the General Conditions Services shall survive the termination or expiration of this Agreement until they are satisfied or by their nature expire: [6, 7, 10, 13, 14, 16 and 17](#).

## 13. Intellectual property

**13.1.** Service Provider shall only use any trademarks, brands, logos and/or any other intellectual property rights owned by InBev SA/NV or any InBev Affiliate (collectively “**InBev IP rights**”) in accordance with the instructions and in the format provided and approved by the InBev Affiliate(s). Service Provider shall not misrepresent or do or cause anything to be done that may be an infringement of or which may in any way reduce the goodwill of or damage the InBev IP rights. The Service Provider shall, in particular, not change the approved artworks.

**13.2.** Service Provider shall not acquire any goodwill or any other right on InBev IP rights, even if used for an extended period of time. Plans, drawings, compositions, models and any other document designed by or for any InBev Affiliate are the exclusive property of InBev SA/NV or the InBev Affiliate(s), and shall be returned to the InBev Affiliate(s) immediately upon its first request, and may not, in any circumstances, be shared, transmitted or in any way communicated to third parties. Said plans, drawings, compositions, models or documents may not be reproduced or used, in any way, for any purpose other than the performance of this Agreement.

**13.3.** If the Services involve, result in or are otherwise related to the creation of intellectual property rights, such intellectual property rights shall irrevocably, immediately and automatically be transferred to InBev SA/NV upon creation, without any restrictions and for the entire world. Service Provider shall procure that any and all moral rights, if any, in relation thereto shall be waived. Service Provider shall take any and all necessary measures and assist InBev SA/NV with any formalities needed for the registration of said intellectual property rights.

**13.4.** Service Provider shall inform InBev SA/NV immediately of any infringement or possible infringement of any of the InBev IP rights.

## 14. Insurance

Service Provider represents that it has and, for so long as this Agreement is in force, shall maintain at its own cost and expense, from a reputable insurance company adequate and sufficient insurance for the type of business engaged in by the Service Provider in compliance with all applicable regulations and in accordance with the standard expected for a company conducting similar activities. These insurance policies shall as a minimum provide coverage for comprehensive, general and professional liability. Service Provider shall provide any InBev Affiliate with certificates of insurance evidencing such coverage, upon that InBev Affiliate's first written request therefore.

## 15. Force Majeure

**15.1.** Force Majeure shall mean any event impairing or preventing performance of obligations under this Agreement which is beyond the reasonable control of the Party affected thereby, and which such Party could not prevent or overcome with reasonable diligence and foresight, such as acts of war, riots, fire, external strikes, flood, earthquake, or other physical disaster, government directions, acts of God and similar events. Subject to [clause 15.2](#) below, any failure of performance of their obligations by either Party shall not constitute a default by such Party, or give rise to any claim for damages against it, if, and to the extent that, such failure of performance is caused by Force Majeure. If a Party is unable to perform its duties under this Agreement due to Force Majeure, the other Party shall be discharged from its obligations hereunder.

**15.2.** If Service Provider is affected by Force Majeure, it shall provide the Services that it is still able to provide by priority to the InBev Affiliates.

**15.3.** A Party affected by Force Majeure shall notify in writing to the other Party without delay on the detection of the impediment constituting Force Majeure and its effect. If such Force Majeure persists for over a period of 1 month after above-mentioned notice, the Party not affected by Force Majeure may terminate the Agreement by written notice to be sent to the other Party.

## 16. Confidentiality

**16.1.** All information received by Service Provider from any InBev Affiliate pursuant to this Agreement shall be treated as and remain confidential information.

**16.2.** Service Provider is prohibited from divulging all or any part of this Agreement, or even its existence without the prior, express and written consent of the InBev Affiliate(s), except (i) in the case whereby one Party seeks damages or other legal remedies from the other in arbitration, insofar as the use of such information is strictly necessary to the arbitration proceeding; and (ii) in the case whereby and insofar as Service Provider is legally obliged to provide the public authorities with information. In the latter case the Parties shall agree on the content of the information to be divulged and ensure that disclosure of the said information shall be done in a proper and discreet manner.

**16.3.** Service Provider shall take all measures necessary to ensure that no accidental or unauthorised disclosure of confidential information occurs.

## 17. Applicable law and arbitration

**17.1.** The Agreement shall be governed by, and construed in accordance with, the laws of Belgium.

**17.2.** Any dispute, controversy or claim arising out of or in connection with this Agreement or breach hereof shall be finally settled under the CEPANI Rules of Arbitration by three arbitrators appointed in accordance with the said rules. The seat of the arbitration shall be Brussels. The arbitration shall be conducted in English.

## 18. Miscellaneous

**18.1.** This Agreement is written in the English language only. Any translations of this Agreement into any other language shall be for the convenience of the Parties only and shall in no way affect the interpretation of this Agreement.

**18.2.** If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision shall be deemed not to form part of the Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. Each party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.