



RED BULL NORTH AMERICA, INC. - ON PREMISE AGREEMENT FOR EXISTING ACCOUNTS

Account

Name/DBA _____

Operating Company Name _____

Owner _____

President/GM _____

Street _____

City _____ State _____ Zip Code _____

Contract Period _____ Start Date _____ End Date _____

Red Bull Muskateer

Red Bull Muskateer _____

Total Capacity _____ Average Guests Per Week _____

of Bars within the Outlet _____ Open Days Per Week _____

Opening Weeks Per Year _____ Outlet Type _____

RED BULL PRODUCT RANGE LISTED (X = COVERED BY AGREEMENT)

Red Bull Energy Drink _____

Red Bull Sugarfree _____

Terms

EXCLUSIVITY

Account grants Red Bull the exclusive right to sell beverages within the "Energy Drink" category at the Account and at each venue owned and/or operated by the Account (each, a "Venue"). Account and Venues shall not: (a) offer, distribute, sell, feature or promote any Energy Drinks other than Red Bull; or (b) grant any promotional, advertising or marketing rights to any other manufacturer or distributor of Energy Drinks. "Energy Drink" means every beverage/product which claims to improve personal energy, physical or cognitive performance, endurance, vitalization or offer comparable benefits, regardless of how or where the claims are made, including, without limitation, any beverage (whether alcoholic, non-alcoholic, carbonated or non-carbonated) regardless of whether in ready-to-drink/consume, concentrate, powder, frozen, mixed with another beverage, or in any other format, and whether or not the product/beverage is manufactured, distributed, marketed, advertised or sold on the Commencement Date or thereafter.

RED BULL EXECUTION STANDARDS

During the contract period, Account agrees to comply with all Execution Standards agreed upon below:



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Perfect Serve

	POINTS POSSIBLE	CURRENT	AGREED UPON
Pure Cold Red Bull can is handed to guest or cold can is poured over ice and remainder of can handed to the guest	5	0	0
Mixed Full cold Red Bull can is mixed with spirit and then remainder of can given to the guest			

Visibility

Bar #	POS Type	Exact Placement	POINTS POSSIBLE	CURRENT	AGREED UPON
#1			4	0	0
#2					
#3					
#4					

Consumption Activation

	POINTS POSSIBLE	CURRENT	AGREED UPON
Tools Permanent use of Red Bull Boats, Bull Rounds, RB Bomb Dropper, or other authorized tool; Max 1 point available	3	0	0
Communication Red Bull table tents, inserts, or poster utilized a minimum of two times per year for a minimum duration of 1 month; Max 2 points available			

Retail Price - Both prices must be in line with standards

	POINTS POSSIBLE	CURRENT	AGREED UPON
Red Bull pure Maximum price not to exceed the price of the average import beer	3	0	0
Red Bull mixed Maximum suggested upcharge (full can equivalent) not to exceed the price of the average import beer			



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Menu Entry

	POINTS POSSIBLE	CURRENT	AGREED UPON
Red Bull Pure listed in the “non-alcoholic beverages” section			
Red Bull Mixed in the “long drink” section	1	0	0
Wording for Red Bull mixed drinks = “Red Bull and -[Name of Spirit]” e.g. Red Bull and Vodka, Red Bull and Whiskey, etc.			

Total	POINTS POSSIBLE	CURRENT	AGREED UPON
	15	0	0

2010 Annual Base Payment	\$0
(without duplication) 2011 Anticipated Execution Multiplier	\$0
2011 Estimated Annual Base Payment	\$0
(without duplication) 2011 Estimated Quarterly Base Payment	\$0

PAYMENT METHOD - Based on Execution Payment Only

So long as Account complies with the terms contained herein, including, without limitation, achieving the exclusivity and agreed upon Execution Standards noted above, Red Bull shall pay Account a Quarterly Base Payment in the amounts and payment methods described below within 30 days of the end of each calendar quarter. Each Quarterly Base Payment is subject to increase or reduction as a result of an Accounts Execution Multiplier and/or Sales Volume Multiplier (as applicable).

	%	Quarterly Amount
Payment to be paid out quarterly in product delivered by distributor valued at \$33.50	20%	\$0
Payment to be paid out in quarterly payments	55%	\$0
Payment to be paid in marketing spend by Red Bull for mutually approved marketing usage	25%	\$0



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EXECUTION MULTIPLIER

Account will be randomly surveyed each quarter by Red Bull to determine performance of the Red Bull Execution Standards and the number of points earned by the account. The survey results will be determined by Red Bull in its sole discretion and will be shared with the Account upon written request. Such results will be used to determine the Execution Multiplier in accordance with the table attached hereto as Exhibit A. If Account does not satisfy the Red Bull Execution Standards to Red Bull's satisfaction, then the next succeeding Quarterly Base Payment may be reduced by an amount equal to the Quarterly Base Payment multiplied by the Execution Multiplier.

SALES VOLUME MULTIPLIER

The Quarterly Base Payment for the 4th quarter may be further increased or reduced by an amount equal to the product of the previous year's annual base payment multiplied by the Sales Volume Multiplier. The "Sales Volume Multiplier" shall be equal to the "Sales Volume Multiplier" provided in the table below as determined by the increase (or decrease) in the amount of Cases of Red Bull Products actually invoiced from authorized Red Bull distributors over the previous calendar year. For purposes of this Agreement "Cases" shall mean any twenty-four packs of Red Bull Products.

Change Vs Prior Calendar Year	Sales Volume Multiplier
Negative Growth	Equal to percentage reduction in cases; such amount can not exceed the maximum amount of 4th quarter Quarterly Base Payment
0 to 9%	no change
10 to 15%	0.05
16 to 20%	0.10
>21%	0.20

MISCELLANEOUS

The Agreement cannot be modified or amended without mutual written agreement by both parties. Red Bull may terminate this Agreement if Account breaches its obligations contained herein, and they remain uncured for thirty (30) days following written notice. Account agrees to indemnify, release, defend and hold harmless Red Bull and any of its affiliates, shareholders, officers, directors and employees from any claims, liabilities, demands or losses associated with Account's negligence, breach of this Agreement or violation of applicable laws or regulations.

Authorized Signatory for Account

Red Bull North America, Inc.

Title

Date

Title

Date