

Contract For:

SHORT FORM AGREEMENT (PRODUCTS & SERVICES)

Details of Agreement		Agreement Reference No.	
The Customer (entitled to buy and pay for Products) (full name; company registration no.; physical & postal address; contact person, email address & telephone no.)			
The Supplier (full name; company registration no.; physical & postal address; contact person, email address & telephone no.)			
The Supplier's Banking Details:			

Specification of the Products / Services			
The Products / Services	The Products and Specification/s	Price and any Additional Charges	Commitments of the Supplier

Delivery of the Products / Services

Payment Terms
<p>It is expressly agreed that the Customer shall respectively pay all amounts properly due from it under each invoice properly issued under an Order placed by the Customer in Sixty (60) calendar days from the '3 way matched date' ('3 way Matched Date' refers to the reconciliation between PO / GRN / Tax Invoice). The supplier must endeavour to provide a tax invoice as soon as a delivery has been made.</p> <p>The supplier will issue a Proforma Invoice on the first week of the month for a Purchase Order to be processed. After the issuance of the Purchase Order, the supplier will issue a Tax Invoice on the last week of the month for it to be processed and matched for payment in 60 Days.</p> <p>All invoice are to be submitted through uploading them to TDL aerchain portal</p>

Duration
<p>This Agreement consists of these Commercial Terms, the attached Standard Terms and Conditions, and any related Annexures.</p> <p>It will be effective from ____ / ____ / _____ and will continue until ____ / ____ / _____ basis on good performance on service delivery both parties will discuss the renewal of subsequent contract at the time of 2 month at least before the expiration of the contract</p>

Signed on behalf of the Customer		Signed on behalf of the Supplier	
.....		
Date.....		Date.....	
Print signatory's name		Print signatory's name	
Position within the Customer		Position within the Supplier	

Signed on behalf of Customer		Signed on behalf of Supplier	
.....		
Date.....		Date.....	
Print signatory's name		Print signatory's name	
Position within Customer		Position within Supplier	

Annexure A: RATES AND SUMMARY.

<u>Proposed Routes</u>	Amount TZS
TO TDL MONTHLY -30 DAYS 04.00AM -05.15 AM	
CHANIKA	1,077,300
MBAGALA	1,077,300
MBEZI	1,077,300
TEGETA	1,077,300
FROM TDL MONTHLY - 30 DAYS 03.30 PM -5:30 PM	
CHANIKA	1,077,300
MBAGALA	1,077,300
MBEZI	1,077,300
TEGETA	1,077,300
FROM TDL MONTHLY - 30 DAYS 06.30 PM -9:30 PM	
CHANIKA	1,077,300
MBAGALA	1,077,300
MBEZI	1,077,300
TEGETA	1,077,300
TOTAL MONTHLY COST	12,927,600

TDL STAFF - TRANSPORT 4 R ,12 TRIPS

NO	ROUTE	LOCATION	TO TDL	TO TDL	FROM TDL
1	CHANIKA	CHANIKA KWA MAMA YUSUPH	4:30 AM	3:00 PM	6:30 PM
2		CHANIKA MBUYUNI	4:30 AM	3:05 PM	6:30 PM
3		CHANIKA KWA ZOYE	4:30 AM	3:10 PM	6:30 PM
4		CHANIKA KWA MBIKI	4:30 AM	3:15 PM	6:30 PM
5		CHANIKA KIGOGO	4:30 AM	3:15 PM	6:30 PM
6		BANANA	5:00 AM	3:20 PM	6:30 PM
7		BANANA	5:00 AM	3:25 PM	6:30 PM
8		BUZA MWISHO WA LAMI	5:15 AM	3:30 PM	6:30 PM
9		BUZA KANISANI	5:20 AM	4:00 PM	6:30 PM
10		BUZA KANISANI	5:30 AM	4:20 PM	6:30 PM
11		BUZA KANISANI	5:55 AM	5:10 PM	6:30 PM
1	MBAGALA	KIGAMBONI CHEKECHEA	4:30 AM	3:00 PM	6:30 PM
2		CHAMAZI	5:00 AM	3:30 PM	6:30 PM
3		ZAKIEMU	5:10 AM	3:35 PM	6:30 PM
4		KICHEM CHEM	5:15 AM	3:05 PM	6:30 PM
5		KIPATI	5:20 AM	3:05 PM	6:30 PM
6		TEMEKE PILE	5:20 AM	3:05 PM	6:30 PM
7		TEMEKE PILE	5:25 AM	3:05 PM	6:30 PM
8		TEMEKE HOSPITALI	5:25 AM	3:05 PM	6:30 PM
9		TEMEKE PILE	5:25 AM	3:05 PM	6:30 PM
10		CHANG'OMBE	5:30 AM	3:05 PM	6:30 PM
11		KEKO MADUKA MAWILI	5:55 AM	3:05 PM	6:30 PM
1	MBEZI	MSAKUZI	4:30 AM	3:00 PM	6:30 PM
2		MBEZI KWA MSUGULI	4:45 AM	3:45 PM	6:30 PM
3		MBEZI KWA MSUGULI	4:45 AM	3:45 PM	6:30 PM
4		KIMARA MWISHO	4:50 AM	3:50 PM	6:30 PM
5		KIMARA MWISHO	4:50 AM	3:50 PM	6:30 PM
6		KIMARA BUCHA	4:55 AM	3:50 PM	6:30 PM
7		RIVERSIDE	5:00 AM	4:00 PM	6:30 PM
8		RIVERSIDE	5:05 AM	4:15 PM	6:30 PM
9		HOSTEL	5:10 AM	4:20 PM	6:30 PM
10		TABATA MWANANCHI	5:10 AM	4:20 PM	6:30 PM
11		GEREGI	5:10 AM	4:20 PM	6:30 PM
12		TABATA SHULE	5:20 AM	5:20 PM	6:30 PM
13		TABATA SHULE	5:30 AM	5:30 PM	6:30 PM
1	TEGETA	MBEZI NJIA PANDA YA MSAKUZI	4:30 AM	3:30 PM	6:30 PM
2		TEGETA MIVUMONI	4:40 AM	3:45 PM	6:30 PM
3		GOBA	4:50 AM	3:50 PM	6:30 PM
4		KINONDONI MOROCO	5:00 AM	4:20 PM	6:30 PM

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Agreement, the following terms have the meaning set out below unless otherwise expressly indicated:

- (a) "Anheuser-Busch InBev SA/NV" / "AB InBev" is the ultimate holding company of the Customer;
- (b) "Anheuser-Busch InBev SA/NV Group" / "AB InBev Group" means Anheuser-Busch InBev SA/NV and all of its direct and indirect subsidiaries;
- (c) "Agreement" means these Terms, the Commercial Terms attached, including any Order, and any related Annexures hereto;
- (d) "Applicable Laws" means all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and any local regulatory requirements (including the various ISO standards in operation during the term of this Agreement), and all applicable industry standards which apply from time to time to the supply or use of the Products in those countries where this Agreement will be performed and the Products will be rendered;
- (e) "Commercial Terms" means commercial terms and conditions, set out on the front page/s of this Agreement;
- (f) "Customer" means the entity described as a Customer in the Commercial Terms;
- (g) "Order" means any purchase or delivery order for the Products / Services placed by the Customer from time to time under the Terms of this Agreement;
- (h) "Price" means the price and any additional charges set out in the Commercial Terms;
- (i) "Products" means the goods (and, in some instances, corresponding Services) set out in the Commercial Terms;
- (j) "Services" means the services set out in the Commercial Terms;
- (k) "Supplier" means the entity described as the Supplier in the Commercial Terms;
- (l) "Supplier Group" means Supplier and all of its subsidiaries;
- (m) "Subsidiaries" has the meaning given in the Tanzania Companies Act 2008;
- (n) "Terms" means these standard terms and conditions;
- (o) "Third Party/ies" means a party who is not a party to this Agreement.

1.2 Any reference to any law in this Agreement shall include the same as varied from time to time, or the nearest equivalent legal concept in any applicable jurisdiction.

1.3 Any other defined words or phrases which are not described in this clause 1 shall have the meaning given to them when they first appear in that form.

2. COMMERCIAL TERMS

- 2.1 The Customer may place separate Orders for the Products / Services from time to time during the term of this Agreement.
- 2.2 Each Order provided it is within the Volume Forecast/s (in the Commercial Terms) becomes binding without any further need for acceptance by the Supplier.
- 2.3 The Supplier shall deliver the Products / Services as set out in the Commercial Terms and the Customer will pay the Price for the Products / Services delivered and accepted in accordance with this Agreement.
- 2.4 The Price in the Commercial Terms will be fixed unless otherwise expressly stated.
- 2.5 If not expressly stated in the Commercial Terms, the Customer does not warrant or represent that it will have any particular requirements for any volume of Products / Services from the Supplier or that it will source the Products / Services exclusively from the Supplier.
- 2.6 Without prejudice to its other rights, the Customer may cancel, suspend or vary any Order, at any time, provided that it give the Supplier reasonable written notice. In the event of any cancellation, suspension or variation of the Order, the Customer will reimburse the Supplier for any reasonable charges or expenses it has incurred (being only charges or expenses to which the Supplier is committed, and which cannot be avoided, and are directly related to such cancellation, suspension or variation. The Supplier shall at all times use its best endeavours to mitigate any such charges or expenses.

3. QUALITY AND SPECIFICATIONS AND COMPLIANCE

3.1 The Supplier must ensure that on delivery, and for a reasonable period after that, all Products / Services supplied;

- (a) will, and their supply will, comply with the requirements of the Commercial Terms and these Terms, with all other requirements reasonably made known to the Supplier in the Order or otherwise, and with all laws, rules, regulations and standards (including, without limitation, those relating to anti-corruption) which apply from time to time to the sourcing, supply or provision of the Products / Services;
- (b) will be of high quality, free from any defects and suitable for their intended purpose (and for human consumption as the case may be);
- (c) will be supplied with proper and professional skill and care by personnel who are suitably skilled, experienced and qualified, and raw materials which are of a high quality appropriate for the manufacture of the Products / Services;

- (d) will be in strict compliance with Customer's performance criteria and specifications and shall comply with the requirements and standards of any consumer protection legislation existing in the country in which this Agreement operates to the extent that the Products / Services directly or indirectly form part of the supply chain of goods and/or products ultimately supplied to consumers. Without limiting the generality of the foregoing, the Products / Services will be of a quality that persons are generally entitled to expect. The Supplier shall indemnify the Customer against any liability for harm that is described under such consumer protection legislation to the extent that such harm arises as a consequence of the provision or use of the Products / Services.

3.2 The Supplier must conduct appropriate checks and undertake appropriate quality control and quality assessment procedures to ensure that it complies with the requirements of clause 3.1 and, at the Customer's request, must send to the Customer current copies of any and all relevant certificates, licenses and approvals, and permit the Customer's staff to inspect or audit the Supplier's operations or facilities.

3.3 The Supplier must store and transport all the Products, pending delivery, in accordance with any requirements in this Agreement and/or the relevant Order and all relevant laws, rules, regulations, and standards, and otherwise in suitable conditions necessary to maintain their quality and security at all times prior to their delivery.

3.4 The Supplier warrants that:

- (a) whilst at any Customer site or on the Customer premises, the Customer has the right to and shall ensure that its employees, agents, sub-contractors and representatives ("Agents") shall comply with:
 - (i) any occupational health and safety legislation existing in the country in which this Agreement operates, including any Customer health and safety policies and security requirements, in force from time to time; and
 - (ii) all reasonable requirements and procedures made known to the Supplier by the Customer concerning conduct at any of the Customer sites or on the Customer premises;
- (b) it is, and its agents will be when appointed by the Supplier (if relevant), registered with any Compensation Commissioner existing in the country in which this Agreement operates, in accordance with the requirements of compensation for occupational injuries and diseases. The Supplier shall, if requested by the Customer, provide proof of such registration.

4. PAYMENT AND INVOICING

4.1 The Supplier must invoice the Customer following the acceptance of each part of the Products / Services unless the agreed price is on a time basis (for which the Supplier must invoice the Customer monthly in arrears for its charges and costs and expenses for the month concerned, together with detail required by the Customer of the time and materials used). The Supplier must obtain prior written approval from the Customer before incurring any costs, expenses or disbursements which are not included under the description of the Products / Services.

4.2 In consideration of the supply of the Products / Services by the Supplier, the Customer shall pay the invoiced amounts to a bank account nominated in writing by the Supplier within 60 days (unless otherwise agreed in writing between the Supplier and the Customer) of the date of a correctly rendered and undisputed invoice received by the Customer.

4.3 Where the Customer, acting reasonably, believes that the terms of this Agreement are no longer as favourable as those available to other customers of the Supplier, provided that the prices or terms in question apply to Products / Services substantially similar to the Products / Services supplied under this Agreement:

- (a) the Customer will notify the Supplier, specifying areas in which it believes the terms offered by the Supplier are no longer as favourable as would be required; and
- (b) the Supplier shall, within 14 days submit a proposal to the Customer setting out what actions it proposes to take in order to ensure that this clause 4 is complied with; and
- (c) if the Customer accepts the proposal submitted, this Agreement will be deemed to be amended accordingly; or if the Customer rejects the proposal submitted, the Customer may either require the Supplier to submit a revised proposal or may terminate this Agreement on 30 days written notice.

4.4 Without prejudice to the Customer's ability to source and purchase new products / services or product designs from Third Parties, the Supplier will, upon request, provide the Customer with competitive quotations for new products / services or new product designs and, unless advised to the contrary in writing by the Customer, use a similar pricing structure to that applied under this Agreement.

4.5 If the Customer receives a competing bid for supply of the Products / Services and the competing bid is below the Supplier's price of the Products / Services, then the Supplier may elect to lower its pricing or release the Customer from its obligation (if any) to purchase the Products / Services under this Agreement.

4.6 Without prejudice to its other rights and remedies, the Customer may set-off and deduct from the sums due to the Supplier, the sums (whether liquidated or not) owed by the Supplier to it or to any other member of the AB InBev Group, irrespective of whether the liability to pay those sums arose under this Agreement or not.

4.7 The Customer may withhold any disputed amount of any invoice until the dispute has been finally resolved.

5. DELIVERY

- 5.1 The Supplier must deliver the Products / Services, in full, to the place, and according to the timelines, specified in the Commercial Terms and/or the relevant Order. Except as otherwise agreed in the Commercial Terms, the Products shall be delivered DDP (delivery duty paid, Incoterms 2010) at such time and such place.
- 5.2 The Supplier must, relating to all Products, provide the Customer with all shipping and other certificates, documents and data requested by the Customer, and must assist the Customer to obtain any other documents reasonably required by it.
- 5.3 The Customer must enable efficient unloading of the Products at the delivery location so as to enable easy inspection of the Products.
- 5.4 The Supplier must notify the Customer immediately if it has any reason to believe any Products may not comply with any required standards, or it cannot deliver the Products on time.

6. CUSTOMER'S REMEDIES

- 6.1 The provisions of this clause 6 are without prejudice to any other right of the Customer.
- 6.2 The Customer may reject all or any part of the Products on or within 14 days of delivery if not delivered wholly in accordance with this Agreement and/or the relevant Order, or up to 12 months after delivery if the Products do not comply with the requirements of this Agreement and/or the relevant Order, and if it does so the Customer will not be obliged to pay the Supplier for the rejected Products and the Supplier will be obliged to remove and dispose of the rejected Products at its own expense and in a way that
- 6.3 The Supplier must assign to the Customer the benefits of any warranties or guarantees received from any Third-Party manufacturer/s of the Products.
- 6.4 If the Customer becomes aware that the Supplier has not delivered, or will not deliver, the Products / Services wholly in accordance with the Agreement, the Customer may, in its discretion, do any or all of the following:
 - (a) require the Supplier to deliver according to alternative timescales or locations;
 - (b) where the Products / Services have been delivered which do not accord with the Commercial Terms and/or the Order, require the Supplier to deliver replacement Products;
 - (c) terminate the Agreement (or that part to which the non-delivery relates);
 - (d) obtain the Products / Services from another source and the Supplier shall reimburse any additional costs incurred in excess of the Price.

7. INSURANCE

- 7.1 The Supplier shall be responsible for effecting and maintaining, at no cost to the Customer, the following insurance cover, for the duration of this Agreement, or such longer period as is specified below:
 - (a) Public Liability insurance in a minimum amount of [500,000] per claim.
 - (b) Product Liability insurance in a minimum amount of [500,000] per claim in respect of all Products supplied by the Supplier, and for a period of 3 years following the termination for any reason of this Agreement.
 - (c) Worker's compensation or employer's liability as required by Applicable Laws.
 - (d) [Professional indemnity insurance in a minimum amount of [500,000] per claim.]
- 7.2 The Supplier shall procure that insurances required in clause 7.1 shall:
 - (a) be purchased and maintained with insurers that have a minimum Standard and Poor rating of A minus or an equivalent rating from another rating agency; and
 - (b) contain a waiver of subrogation in favour of the Customer.
- 7.3 The Supplier shall provide to the Customer, on request, a broker's verification of insurance to demonstrate that the required cover is in place, together with confirmation that the relevant premiums have been paid.
- 7.4 If for whatever reason the Supplier fails to effect and maintain the required insurances, the Customer may make alternative arrangements to effect cover and recover any costs incurred from the Supplier.
- 7.5 The terms of any insurance or the amount of any cover shall not relieve the Supplier of any liability under this Agreement.

8. RISK AND TITLE

- 8.1 The risk of loss of, or damage or destruction to, the Products shall be borne by the Supplier until delivery of the Products is completed in accordance with this Agreement. If for whatever reason the Supplier fails to effect and maintain the required insurances, the Customer may make alternative arrangements to effect cover and recover any costs incurred from the Supplier.
- 8.2 Ownership of the Products will pass to the Customer free of any lien or encumbrance on the earlier of delivery or payment for the Products, and includes but is not limited to, all copyrights, patent rights, trademark rights and know-how connected with the Products, as well as the right to modify and further assign the Products.

9. ETHICAL TRADING

- 9.1 In this clause 9:
AB InBev's Anti-Bribery Policy for Suppliers shall mean the document published by AB InBev, and available on request;
AB InBev's Human Rights and Labour Standards and AB InBev's Sustainable Development Priorities shall mean the documents published by AB InBev, and available on request.

- 9.2 The Supplier shall comply at all times with AB InBev's Anti-Bribery Policy for Suppliers and AB InBev's Human Rights and Labour Standards.

- 9.3 The Supplier shall use reasonable endeavours to comply with AB InBev's Sustainable Development Priorities.

- 9.4 The Supplier will not discriminate against any employee or applicant for employment because of race, religion, colour, sex, age, national origin, disability or veteran status and will comply with Applicable Laws regarding these or related matters.

- 9.5 The Supplier is and will remain in compliance with all applicable anti-corruption laws. The Supplier will not, and nor will any of its associated parties, directly or indirectly, make or offer any payment, gift or other advantage with respect to any matters which are the subject of this Agreement which (i) would violate any anti-corruption laws or regulations applicable to Supplier or AB InBev; (ii) is intended to, or does, influence or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) is made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper ("Corrupt Act").

- 9.6 The Supplier undertakes not to seek, directly or indirectly, improperly or corruptly to influence or attempt to influence a Public Official, or an Associated Party of a sub-contractor, to act to the advantage of the Supplier or the Customer in connection with the supply of the Products / Services under this Agreement, or otherwise to perform their duties improperly, and not to use any of the proceeds of any payments made under this Agreement, directly or indirectly, for this purpose or otherwise for the purpose of or in connection with any Corrupt Act. For the purposes of this clause, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organisation, any federal or regional government department or agency, any political party, or any candidate for political office.

- 9.7 To the best of the Supplier's knowledge and belief, and save as disclosed to the Customer (and to the extent that disclosure is not infringing applicable laws), neither the Supplier nor any of its associated parties has in the 10 years prior to the date of this Agreement and at any time after:

- (a) been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
- (b) admitted to having engaged in any Corrupt Act (or similar conduct);
- (c) been investigated in any jurisdiction of having engaged in any Corrupt Act (or similar conduct); or

the Supplier agrees that if, at any time, it becomes aware that any of the representations set out in this clause 9.7 are no longer correct, it will notify the Customer of this immediately in writing.

- 9.8 During the term of this Agreement, the Supplier shall (i) properly and accurately record in its Books and Records any payments made by the Supplier or its Associated Parties on behalf of the Customer, in connection with the supply of the Products / Services to the Customer under this Agreement, or out of funds provided by the Customer ("transaction records"); (ii) provide the transaction records and/or any other such information as the Customer may reasonably require by notice in writing in order to monitor the Supplier's compliance with its obligations under this clause. For the purpose of this clause 9.8 "Books and Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation, whether in paper or other form. The Supplier will promptly provide any information reasonably requested by the Customer in relation to the Supplier's anti-corruption programme and other controls related to corruption and cooperate fully in any investigation by the Customer of any suspected breach of this clause.

- 9.9 If the Supplier believes that production or delivery of the Products has been or may be delayed because of demands for illegal payments from Public Officials or other third parties, the Supplier must notify the Customer immediately of any such demands. The Supplier and its Associated Parties will make no such payments unless an individual's personal safety is at risk. The Supplier will take all reasonable steps to complete production and delivery of the Products / Services as quickly as possible without making illegal payments, but the Supplier will not be in breach of delivery timing requirements under this Agreement to the extent (and for the length) of any reasonable delay caused by the Supplier's failure to make illegal payments, provided that the reasons for, and extent of, such delay have been communicated to the Customer.

- 9.10 The Customer reserves the right to hold the Supplier responsible for the reasonable costs of the Customer's commercial accreditation process and any on-going compliance and risk assessments regarding the Supplier, including the investigating and closing of any non-compliance issues. The Supplier may also be requested to bear the cost of any ethically-related on-site audit and/or, as the case may be, any re-audit in the event of non-compliance.

10. INTELLECTUAL PROPERTY

- 10.1 In this clause, "Customer Property" includes any materials or intellectual property (including, without limitation, any trade mark, brand, logo, design or patent) provided to the Supplier, by or on behalf of, the Customer or which is otherwise owned by, or licensed to any member of the AB InBev Group.

- 10.2 The Supplier will only use Customer Property as expressly authorised by the Commercial Terms (or to the extent strictly necessary to deliver the Products / Services) and will not acquire any rights in the Customer Property.

- 10.3 The Supplier warrants that any use of the Customer Property by the Supplier in accordance with the terms of this Agreement shall include the appropriate copyright notice and/or trademark legend and shall ensure that it (only to any extent necessary regarding the delivery of the Products / Services) shall fully

comply with the Customer's Code of Commercial Communication ("CoCC"), and that all use of the Customer Property by the Supplier shall not in any manner whatsoever contravene the CoCC. Notwithstanding any Customer approval, the Supplier shall be liable for any breach by any of its Agents, of the warranty contained in this clause and where any costs are incurred for reasonable remedial measures taken, the Supplier shall be liable for such costs.

- 10.4 If the Supplier creates anything using any Customer Property or creates anything to the design or at the direction of the Customer, any and all intellectual property arising as a result will vest in the Customer and the Supplier waives any associated rights.
- 10.5 The Customer may use any Supplier intellectual property incorporated into the Products for all reasonable purposes.
- 10.6 The Supplier must ensure that the Products / Services themselves and the use for which the Customer requires the Products / Services do not infringe any intellectual property rights of any third party.
- 10.7 The Supplier shall indemnify the Customer from and against any and all claims, actions, legal proceedings, losses, damages and expenses (including attorney's fees and expenses) arising as a result of or in connection with any actual or alleged infringement of any intellectual property rights of a third party arising from the supply or use of the Products / Services.

11. CONFIDENTIALITY AND INFORMATION

- 11.1 Neither party will disclose the other's Confidential Information to any other person (excluding, in relation to any member of the AB InBev Group), or use it for any purpose other than performing its obligations or exercising its rights under the Agreement (except as required by law or a regulatory authority).
- 11.2 For these purposes "Confidential Information" is that which;
- (a) relates to the business of the Customer, or other members of the AB InBev Group;
 - (b) relates to the Supplier's business, or that of any other member of the Supplier Group;
 - (c) relates to the contents of this Agreement; or
 - (d) is disclosed by one party to this Agreement to the other party and/or its associated parties ("the Recipient"),
- other than information that:
- (i) was in the public domain at the time disclosed (unless the information disclosed was a compilation of such publicly available information in a form not previously known); or
 - (ii) passes into the public domain after it has been disclosed without the Recipient being in breach of any obligation of confidence in the information; or
 - (iii) is given to the Recipient by a Third Party who is lawfully entitled to disclose it and has no duty to respect any obligation of confidence in the information; or
 - (iv) was known (or was independently generated) by the Recipient.

12. INDEMNITY

The Supplier

shall indemnify, and keep fully indemnified, the Customer from and against any and all claims, actions, legal proceedings, losses, damages and expenses (including attorney's fees and expenses) arising as a result of or in connection with the Products / Services, and the Customer's use of the Products / Services in any reasonable manner, including those made by any Third Party.

13. BREACH AND TERMINATION

- 13.1 The Customer may terminate this Agreement at any time without cause by giving not less than 3 calendar months' written notice to the Supplier.
- 13.2 In the event of a material breach of this Agreement by the Supplier, the Customer shall give the Supplier 14 days' written notice of such breach, and if the Supplier fails to remedy the breach forthwith to the satisfaction of the Customer, the Customer shall have the right to terminate this Agreement immediately, without prejudice to its right to claim damages (contractual and / or delictual).
- 13.3 The Customer may terminate this Agreement immediately in terms of clause 4.3(c); in terms of clause 6.4 (c); in terms of clause 15.7; or the Supplier becomes Insolvent or there is a change in the ownership, control or management of the Supplier; or for any other reason expressed for termination in this Agreement, all without prejudice to its right to claim damages (contractual and / or delictual).
- 13.4 For these purposes, a party shall be deemed "Insolvent" upon commencement of insolvency proceedings, or any arrangement with creditors, business rescue, winding up, dissolution, administration, liquidation, receivership (administrative or otherwise), bankruptcy, the suspension of payments, any form of seizure not lifted within 2 months, a moratorium of indebtedness, or any similar proceedings in any jurisdiction in each case in respect of that party.
- 13.5 The Supplier's only right of termination will be to terminate this Agreement if the Customer fails to pay an amount due under a valid invoice submitted by the Supplier (and the amount of such invoice is not subject to a genuine dispute), and that failure has not been rectified within 30 days of receipt of the second of two written notices being at least 14 days apart, requiring payment to be made.
- 13.6 Following termination or expiry of this Agreement (as the case may be) the Supplier must immediately return or, at the Customer's request, destroy all property, materials or records in its possession or under its control belonging or relating to the Customer to which the Agreement relates.
- 13.7 Should this Agreement terminate by the effluxion of time and the Supplier and the Customer continue to operate as if this Agreement is in force, and the parties fail to renew this Agreement, the parties shall be deemed to have entered into a periodic agreement on the same terms and conditions as this Agreement, subject

to the right of the Customer to terminate on 30 days written notice to the Supplier.

- 13.8 The Supplier acknowledges that the termination of this Agreement in accordance with its terms shall simply be a termination of Products / Services. The Customer shall not be obliged to take over the employment of the Supplier's employees and / or be liable for any claims by the Supplier's employees as a result of the termination of this Agreement. The Supplier shall at all times whether during or after termination or expiry of this Agreement indemnify, on an after tax basis, and keep indemnified Customer against all losses, claims, damages, liabilities and expenses (including all reasonable legal fees on an attorney and own client basis) incurred by or awarded against Customer arising out of or in relation to any claim or potential claim by the Supplier or any of its employees under any labour legislation existing in the country in which this Agreement operates.

14. ARBITRATION

- 14.1 In the event of any dispute arising out of or in respect of this Agreement, or the breach, termination or invalidity thereof, then either party may give written notice to the other party to first endeavour to settle the dispute by mediation.
- 14.2 The parties may agree on the mediation procedure and on the mediator and, failing agreement within 7 days of such notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Model Conciliation Rules and the mediator shall be appointed by Tokiso Dispute Settlement (Pty) Limited.
- 14.3 If for any reason, including lack of co-operation by the parties, a dispute is not settled by mediation within 30 days of such notice in clause 14.1 the dispute shall be settled by arbitration.
- 14.4 The parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 days of the exhaustion of the period referred to in clause 14.3.14.3, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.
- 14.5 The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Tanzania).
- 14.6 Unless agreed otherwise, the mediation and/or the arbitration shall be administered by the parties. The arbitration shall be held at Sandton in the English language, without delay, with 1 arbitrator and with a view to it being completed within the most succinct amount of time possible.
- 14.7 Nothing in this clause 14 shall preclude either party from seeking interim and/or urgent relief from a court of competent jurisdiction, and the parties hereby consent to the jurisdiction of the High Court in the country in which this Agreement operates.
- 14.8 The parties irrevocably agree that the decision in arbitration proceedings shall be final and binding upon the parties, shall be carried into effect, and may be made an order of any court of competent jurisdiction.
- 14.9 This clause is severable from the rest of this Agreement and shall remain effective between the parties even if this Agreement is terminated. To the extent that any dispute referred to determination in terms of this clause 14 involves the withholding of payment of any amount otherwise due in terms of this Agreement by either party, where such amount is subsequently found to be properly due to the other party, the withholding party shall pay the disputed amount in full within 14 (fourteen) days following a determination that it was properly due together with interest thereon calculated at the Prime Rate.

15. BROAD-BASED BLACK ECONOMIC EMPOWERMENT ("B-BBEE")

[EXCLUDED UNLESS SPECIFICALLY REQUIRED]

16. ASSIGNMENT AND SUBCONTRACTING

- 16.1 The Supplier may not cede or delegate, subcontract or otherwise transfer, in any manner whatsoever, its rights or obligations under this Agreement without the Customer's written consent.
- 16.2 The Customer, may at any time cede or assign, subcontract or otherwise transfer, in any manner whatsoever, its rights or obligations under this Agreement, or any of the rights arising out of or in connection with it, in whole or in part, at any time and on more than one occasion to;
- (a) one or more members of the AB InBev Group (and such transferee may do the same); or
 - (b) any successor-in-interest or title to that part of AB InBev's business to which this Agreement (or the relevant part of it) is relevant (and such transferee may do the same);
- in each case without any further consent from the Supplier and the Supplier will, at the Customer's request, execute all documents and do all acts that may be required for the purpose of transferring the full benefit and burden of the provisions of this Agreement under this clause 16.2.

17. VARIATION AND WAIVER

- 17.1 Any variation of, or amendment to, this Agreement is only valid if it is in writing and signed by authorised representatives of the Customer and the Supplier.
- 17.2 No failure or delay by any party to exercise any right, power or remedy (and in particular, without limitation, no acceptance of late, incomplete or defective deliveries) will operate as a waiver of this Agreement nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy (whether provided by law, equity or this Agreement).

18. NOTICES

- 18.1 All notices must be served using the contact details and addresses set out in this Agreement, which addresses the parties choose as their *domicilium citandi et executandi* for purposes of serving and receiving legal process. A party may change its contact details by formally notifying the other party in writing, which

- change shall be effective no less than 14 days after receipt by the other party of the notification.
- 18.2 No notices will be valid if served by email, unless specifically agreed otherwise.
- 18.3 Any notice is deemed to be received:
- upon receipt, in the case of deliveries by hand during business hours, or by prepaid registered mail; and
 - on the next "Business Day" (being a day on which banks in the principal place of business of the Customer are open for over the counter banking business, except a Saturday, Sunday or public holiday) following the date of electronic communication.
19. ENTIRE AGREEMENT
- 19.1 This Agreement contains the entire agreement of the parties and supersedes all prior agreements, understandings or arrangements relating to the relevant subject matter of this Agreement.
- 19.2 The Supplier acknowledges that the Customer employees are not authorised to bind the Customer by any oral agreement at variance with the terms and conditions of this Agreement.
- 19.3 Nothing in this Agreement excludes or restricts a party's rights, remedies or liability regarding fraud or any misrepresentations made by, or on behalf of, the other.
- 19.4 This Agreement does not establish a partnership, a joint venture or the relationship of principal and agent.
20. LAW AND JURISDICTION
- 20.1 This Agreement is governed by [Insert name of country where this Agreement operates] law.
- 20.2 All claims or arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of [Insert name of country where this Agreement operates].
21. RESPONSIBLE SOURCING POLICIES AND BUSINESS INTEGRITY
- 25.1 In this clause 25 the following capitalised terms shall have the meanings defined below:
- ABInBev's Global Responsible Sourcing Policy shall mean the ABInBev Global Responsible Sourcing Policy as published by ABInBev and available at www.ab-inbev.com.
- ABInBev's Anti-Bribery Policy for Suppliers shall mean the ABInBev Supplier Anti-Corruption Policy as published by ABInBev and available at www.ab-inbev.com.
- ABInBev's Human Rights, Labour, Health and Safety, Environmental, Economic Sanctions and Money Laundering Standards shall mean those contained in Global Responsible Sourcing Policy.
- 25.2 The Supplier shall comply at all times with ABInBev's Anti-Bribery Policy for Suppliers and ABInBev's Human Rights, Labour, Health and Safety, Environmental, Economic Sanctions and Money Laundering Standards.
- 25.3 The Supplier shall comply at all times with any reasonable instructions, guidance or requirement to take steps issued by ABInBev and/or any Affiliate in relation to responsible sourcing. Such instructions, guidance or requirement to take steps may include:
- Disclosure of information specified in Section 4 of ABInBev's Global Responsible Sourcing Policy and Sections 4 and 7 of ABInBev's Anti-Bribery Policy for Suppliers;
 - participating in the ABInBev Group Supplier assessment processes as part of compliance with clause 25.3(a); and
 - participating in partnerships with the ABInBev Group in support of sustainability initiatives;
 - otherwise representing, warranting and covenanting compliance with the policies listed in clause 25.1 above
- 25.4 The Supplier shall ensure that any officers, employees, representatives, subsidiaries or agents ("Associated Party or Parties"), sub-contractors or suppliers providing goods or services in connection with the Supplier's provision of goods or services to ABInBev or the Customers under this Agreement ("sub-contractors") are provided with a copy of ABInBev's Anti-Bribery Policy for Suppliers ("Code") and ABInBev's Responsible Sourcing Policy. When providing goods or services pursuant to or in connection with this Agreement, the Supplier will, and will ensure that its Associated Parties and sub-contractors will, comply with the principles set out in the Code.
- 25.5 ABInBev is committed to observing applicable anti-corruption laws of the countries in which ABInBev and its affiliates operate, including the United States Foreign Corrupt Practices Act ("FCPA"), UK Bribery Act, and other applicable laws dealing with bribery, corrupt practices, or money-laundering ("Anti-Corruption Laws"). ABInBev requires its Suppliers, and its Associated Parties, to comply with ABInBev's ethical standards when dealing with third parties on behalf of ABInBev or in connection with an agreement with ABInBev. Supplier understands and acknowledges the importance to ABInBev of compliance with these obligations and agrees to abide by the terms and spirit of this provision.
- 25.6 Supplier accordingly represents, warrants and covenants to ABInBev, as of the date hereof and the date that any invoice for goods or services is submitted, that:
- it, and any of its Associated Parties, shall be bound by, and is and will remain in compliance with all applicable Anti-Corruption Laws, including the laws of the country in which goods are produced and/or delivered and/or services are to be performed pursuant to this Agreement;
 - neither it nor any of its Associated Parties will, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of any financial or other advantage or anything else of value:
 - to any official or employee of any government, or any department, agency, or instrumentality thereof, any political party or official thereof, any candidate for political office, any official or employee of any public international organization, or any person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality, party, or organization ("Public Official"), in each case for the purpose of (a) influencing or rewarding any act or decision of such official, employee, party or candidate, or (b) inducing such official, employee, party or candidate to do or omit to do any act in violation of his or her lawful duty, (c) inducing such official, employee, party or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, or (d) securing any improper advantage for Supplier or ABInBev; or
 - to any officer, employee, agent, or representative of another company or organization, without that company's or organization's knowledge and consent, with the intent to influence the recipient's action with respect to his or her company's business, or to gain a commercial benefit to the detriment of the recipient's company or organization, or to induce the recipient to violate a duty of loyalty to his employer; or
 - which a reasonable person would otherwise consider to be unethical, illegal or improper (collectively, with the acts described in the previous subsections, a "Corrupt Act").
 - No payment, promise to pay, authorization, offer or gift of the sort described in this clause 25.6 has been made in connection with the goods or services delivered by Supplier related in any way to this Agreement.
 - Except as disclosed to ABInBev, neither the Supplier nor any of its Associated Parties has in the ten years prior to the date of this Agreement and at any time after:
 - been found by a court or other proceeding in any jurisdiction to have engaged in any Corrupt Act (or similar conduct); or
 - admitted to having engaged in any Corrupt Act (or similar conduct).
 - Supplier will immediately notify ABInBev of the occurrence of any fact or event that could render any representation, warranty, covenant or undertaking in this clause 25.6 incorrect or misleading;
 - Supplier will, with respect to Books and Records,
 - properly, accurately, and completely record in its Books and Records all transactions made in connection with the supply of goods and services under this Agreement, including, but not limited to, maintaining receipts or other supporting documentation that adequately indicate the amount and purpose of and any and all expenses;
 - specifically bind any Associated Parties to comply with these provisions related to Books and Records.

For the purpose of this [Section], "Books and Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, invoices, vouchers, supporting documentation and other records and documentation, whether in paper or other form.
 - Supplier will require any Associated Persons to agree to and abide by the representations, warranties and covenants in this clause 25.6.
 - Periodically as requested by ABInBev, Supplier shall cause one of its authorized officers to execute and deliver a Certificate of Compliance with Ethical Practices that confirms Supplier's continued compliance with the provisions of this [Section].
 - Supplier will cooperate fully with ABInBev in connection with the investigation of any allegation, event, fact or occurrence relating to any representation, warranty, or covenant in this clause 25.6. If requested by ABInBev, Supplier shall appoint an executive with sufficient seniority and authority to respond to requests, and promptly furnish such records and information, and provide access to such of Associated Parties, as may be reasonably requested by in connection with any such investigation.
- 25.7 Supplier further represents, warrants and covenants to ABInBev, as of the date hereof and the date that any invoice for goods or services is submitted, that:
- Neither Supplier or any of its Associated Parties is a person:
 - (a) included on the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's OFAC, or otherwise targeted by sanctions administered by the United States, or (b) targeted by sanctions administered or enforced by the United Nations Security Council, the European Union, Her Majesty's Treasury, any EU member state, or other applicable sanctions authority (a and b collectively, "Sanctions");
 - that is, or is part of, a government of a country or territory that is, or whose government currently is, the target of countrywide sanctions

imposed by a Sanctions authority (as of the date of this agreement, currently, the Crimea Region, Cuba, Iran, North Korea, Sudan, and Syria) (collectively "Sanctioned Territories");

(iii) directly or indirectly owned or controlled by, or acting on behalf of, any person who is any of the foregoing;

(iv) located, organized, or resident in a Sanctioned Territory;

(v) otherwise targeted under Sanctions; or

(vi) the subject of any Sanctions investigation;

(b) Neither Supplier or any of its Associated Parties will directly or indirectly, use proceeds arising in connection with provision of goods or services under this Agreement, or lend, contribute, or otherwise make available such proceeds to any subsidiary, other affiliate of the Supplier, joint venture partner, or other person:

(i) to fund or facilitate any activities of or business or transaction with any person or entity targeted by Sanctions or any activities or business in any Sanctioned country, or

(ii) in any other manner that would result in a violation of any applicable Sanctions.

(c) Supplier will otherwise comply with the requirements of applicable Sanctions and will require any Associated Persons to agree to and abide by the representations, warranties and covenants in this clause 25.7.

(d) Supplier will immediately notify ABInBev of the occurrence of any fact or event that could render any representation, warranty, covenant or undertaking in this clause 25.7 incorrect or misleading;

(e) Periodically as requested by ABInBev, Supplier shall cause one of its authorized officers to execute and deliver a Certificate of Compliance with Ethical Practices that confirms Supplier's continued compliance with the provisions of this clause 25.7.

(f) Supplier will cooperate fully with ABInBev in connection with the investigation of any allegation, event, fact or occurrence relating to any representation, warranty, or covenant in this clause 25.7. If requested by ABInBev, Supplier shall appoint an executive with sufficient seniority and authority to respond to requests, and promptly furnish such records and information, and provide access to such Associated Parties, as may be reasonably requested in connection with any such investigation.

(g) [The representations made in this Clause 25.7 shall only apply for the benefit of the Supplier or any of its Associated Parties to the extent that this Clause 25.7 would not result in any violation of, conflict with or liability under EU Regulation (EC) 2271/96 or a violation or conflict with Section 7 Foreign Trade And Payments Rules (Außenwirtschaftsverordnung) or a similar anti-boycott statute.]

25.8 Supplier further represents, warrants and covenants to ABInBev, as of the date hereof and the date that any invoice for goods or services is submitted, that:

(h) Neither Supplier or any of its Associated Parties is:

(i) a person who is directly or indirectly owned or controlled by any person currently included, on (a) the List of Specially Designated Nationals and Blocked Persons or the Foreign Sanctions Evaders List maintained by the U.S. Treasury Department's OFAC, or (b) targeted by sanctions administered or enforced by the United Nations Security Council, the European Union, Her Majesty's Treasury, any EU member state, or other relevant sanctions authority (a and b collectively, "Sanctions");

(ii) is directly or indirectly owned or controlled by any person who is located, organized, or resident in a country or territory, such as Cuba, Iran, North Korea, Sudan, and Syria, that is, or whose government currently is, the target of countrywide sanctions imposed by a Sanctions authority;

(iii) is currently the subject of any Sanctions investigation, or;

(iv) is directly or indirectly owned or controlled by any person who is currently the subject of a Sanctions investigation;

(i) Neither Supplier or any of its Associated Parties will directly or indirectly, use proceeds arising in connection with provision of goods or services under this Agreement, or lend, contribute, or otherwise make available such proceeds to any subsidiary, other affiliate of the Supplier, joint venture partner, or other person:

(i) to fund or facilitate any activities of or business or transaction with any person or entity targeted by Sanctions or any activities or business in any Sanctioned country, or

(ii) in any other manner that would result in a violation of any relevant Sanctions.

(j) Supplier will otherwise comply with the requirements of relevant Sanctions and will require any Associated Persons to agree to and abide by the representations, warranties and covenants in this clause 25.7.

(k) Supplier will immediately notify ABInBev of the occurrence of any fact or event that could render any representation, warranty, covenant or undertaking in this clause 25.7 incorrect or misleading;

(l) Periodically as requested by ABInBev, Supplier shall cause one of its authorized officers to execute and deliver a Certificate of Compliance with Ethical Practices that confirms Supplier's continued compliance with the provisions of this clause 25.7.

(m) Supplier will cooperate fully with ABInBev in connection with the investigation of any allegation, event, fact or occurrence relating to any representation, warranty, or covenant in this clause 25.7. If requested by ABInBev, Supplier shall appoint an executive with sufficient seniority and authority to respond to requests, and promptly furnish such records and information, and provide access to such Associated Parties, as may be

reasonably requested in connection with any such investigation.

(n) The representations made in this Clause 25.7 shall only apply to the extent that compliance with the Sanctions provisions would not result in any violation of, conflict with or liability under EU Regulation (EC) 2271/96 or (ii) a violation or conflict with Section 7 Foreign Trade And Payments Rules (AWV) (Außenwirtschaftsverordnung) (in connection with 183390-4-6-v7.0 - 97- 70-40603715 Section 4 paragraph 1 a no. 3 German Foreign Trade and Payments Act (AWG) (Außenwirtschaftsgesetz) or a similar anti-boycott statute).

25.9 ABInBev is committed to observing applicable laws, regulation or decrees, designed to prohibit, restrict or regulate actions that may result in anticompetitive practices ("Anti-Trust and Competition Laws"). Supplier accordingly represents, warrants and covenants to ABInBev, as of the date hereof and the date that any invoice for goods or services is submitted, that:

(a) Supplier and its Associated Parties operate in compliance with relevant Anti-Trust and Competition Laws;

(b) Supplier and its Associated Parties will not engage in any unlawful discussions or correspondence with AB InBev that may be construed as anticompetitive;

(c) Supplier will immediately notify ABInBev of the occurrence of any fact or event that could render any representation, warranty, covenant or undertaking in this clause 25.8 incorrect or misleading.

25.10 Notwithstanding anything to the contrary in this Agreement, ABInBev may, in addition to its other remedies, immediately terminate this Agreement in the event that it should receive information which it determines in its sole discretion to be evidence of a breach by Supplier or any Associated Party of any representation, warranty, or covenant set forth in this clause 25. In the event of such termination, ABInBev shall have no liability to Supplier for any fees, reimbursements or other compensation under this Agreement, including for services previously performed, and Supplier shall defend and indemnify ABInBev for any third-party loss, cost, claim, or damage, including legal fees, resulting from the breach of this clause 25 and ABInBev's termination of this Agreement.

25.11 ABInBev reserves the right to hold the Supplier responsible for the reasonable costs of the ABInBev pre-qualification process and any on-going compliance and risk assessments regarding the Supplier, including the investigating and closing of any non-compliance issues ("Compliance Process"). ABInBev may share the findings and results from the Compliance Process with any member of the ABInBev Group, which shall include for the purposes of this clause 25, companies in which any member of the ABInBev Group has any shareholding interest. In the event that ABInBev becomes aware of any breach of this clause 25 by the Supplier, ABInBev will demand that the Supplier implement corrective measures, as deemed appropriate by ABInBev. The Supplier may also be requested to bear the cost of any ethically-related on-site audit and/or, as the case may be, any re-audit in the event of non-compliance with ABInBev Human Rights, Labour, Health and Safety, Environmental, Economic Sanctions, or Money Laundering Standards.

