

## LOC Details

Contract Id 00029655  
 Date 10/07/2020  
 Client Name Fagun US

Company Name US-ACC-60453

Billing Account AMERICAN VINTAGE BEVERAGE-ACCOUNTS PAYABLE  
 Billing Contact Name MIX  
 Billing Address 328 S. JEFFERSON ST. STE 1050 CHICAGO IL United States 60661

PO#

Dear Fagun US,

This letter of commitment ("Letter of Commitment" or "LOC") sets forth US-ACC-60453 ("Company" or "Client") commitment to place the programs set forth below

Target MIX

Brand MIX

## Package Details

Checkout 51							
Program : Checkout 51					Due Date: 9/28/2021		
Offer	Offer Description	Start Date	End Date	Charge Description	Rate	Quantity	Estimated Charges
-				Videos - Watch to Unlock (More Ways to Save)	\$ 5.11	18	\$ 91.98
				Campaign bonus	\$ 5.45	81	\$ 441.45
				Sampling - Coming Soon	\$ 5.16	99	\$ 510.84
				Nudge Notification	\$ 8.51	42	\$ 357.42
Total Checkout51							\$ 1,401.69
Total Checkout 51 Program Fee							\$ 1,401.69

FSI							
Program : Retail Service		Insert Date: 10.4.2020	Sale Id : 570ACDFA-B	Page Size : -	Market list Due Date: 10/4/2020	Artwork Due Date: 10/4/2020	
Category(s) : Category							
Circulation Charge Description	CPM (\$)	Circulation	Circulation Charges (\$)	Production / Other Charges Description	Amount (\$)	Quantity	Production / Other Charges (\$)
CIRCULATION CHARGE	\$ 1.00	1000	\$ 1,000.00	DISK HANDLING	\$ 1,000.00	2	\$ 2,000.00
				OTHER CHARGE	\$ 50.00	100	\$ 5,000.00
Total FSI							\$ 8,000.00
Total FSI Program Fee							\$ 8,000.00

InStore										
Sale Id : 6B0A7166-4		Program : Stanchion Signs	Cycle : 202109		Material Due Date: 9/28/2021		Trade Class : TRADE CLASS		Store Count +/-10% : 10	
Category(s) : CATEGORY1, CATEGORY2, CATEGORY3										
Custom Options	Placement Number	Space Charge Description	Rate (\$)	Quantity	Estimated Space (\$)	Placement Number	Production / Other Charge Description	Rate (\$)	Quantity	Estimated Production / Other Charge (\$)
Move Fee                      \$ 8.89                      31                      \$ 275.59										
Electronic Sell										

-	Sheets	\$ 2.53	33	\$ 83.49
	Resize to Fit Specification	\$ 3.97	38	\$ 150.86
	Sell Check Fee	\$ 8.77	80	\$ 701.60
<b>Total Instore</b>				\$ 1,211.54
<b>Total Instore Program Fee</b>				<b>\$ 1,211.54</b>

Merchandising						
<b>Order # :</b> 2EA5CB83-5		<b>Program :</b> Shelf Strips		<b>Program Start Date:</b> 9/28/2021		<b>Execution End Date:</b> 9/28/2021
<b>Store Type:</b> Store Type	<b>Trade Class:</b> Trade Class	<b>Store Count :</b> 10	<b>Retailer List:</b> <b>Network:</b> AIRTEL, IDEA, JIO, VODAFONE, TATA DOCOMO <b>Non-Network:</b> AIRTEL, IDEA, JIO, VODAFONE, TATA DOCOMO	<b>Image Request:</b> Subset List	<b>Image Subset List Count:</b> 46	<b>Billed based on Actual Execution</b>
<b>POS Material Information</b>	<b>Charge Description</b>	<b>Amount (\$)</b>	<b>Quantity</b>	<b>Estimated Charges</b>	<b>Due Dates</b>	
<b>Produced:</b> NMCIS <b>Disposition:</b> Return to Client at Client's expense <b>Material Due To :</b> Other Vendor	In Network 31-45 Min	\$ 3.49	51	\$ 177.99	<b>Material :</b> 9/28/2021 <b>Artwork:</b> 9/28/2021 <b>Program Document:</b> 9/28/2021	
	Photo	\$ 1.26	61	\$ 76.86		
	Out of Network 16-30 Min	\$ 2.74	12	\$ 32.88		
	In Network Add'l 15 Min	\$ 5.71	92	\$ 525.32		
<b>Total Merchandising</b>						\$ 813.05
<b>Total Merchandising Program Fee</b>						<b>\$ 813.05</b>

SmartSource Direct						
Program : Sample Mailer Co-Op			Artwork Due Date: 9/28/2021		Billed based on Actual Execution	
Mailing Date	Format	Targeting	Charge Description	Fee	Circulation	Estimated Charges
9/28/2021	4BF0D9BD 35F7 4FE6 B	C4C9F437 0703 4	Copywriting	\$ 9.04	25	\$ 226.00
			Creative Build	\$ 1.60	55	\$ 88.00
			Theme Fee	\$ 3.10	22	\$ 68.20
			Theme Fee	\$ 3.57	60	\$ 214.20
Total SSD						\$ 596.40
Total SSD Program Fee						\$ 596.40

SSMG																
Program : Custom Insert-Media		Insert Date: 9.28.2021		Sale Id : 325F9C69-B		Page Size : -		Market list Due Date: 9/28/2021		Material Due Date: 9/28/2021						
Media		CPM		Circulation		Circulation Charges		Production		CPM		Quantity		Production Charges		
A/B/C SPLIT		\$ 6.40		93		\$ 595.20		DIGITAL FILES		\$ 3.04		35		\$ 106.40		
								KODAK PROOF		\$ 3.94		59		\$ 232.46		
								STRIP INS		\$ 4.32		27		\$ 116.64		
													Total SSMG		\$ 1,050.70	
													Total SSMG Program Fee		\$ 1,050.70	

Digital					
Program : Dynamiq Brand Select	Asset Due Date : 9/28/2021	Client List Due Date : 9/28/2021	Targeting Statement :	Billed based on Actual Execution	
Start Date	End Date	Charge	Rate	Quantity	Estimated Charges (\$)
9/28/2021	9/28/2021	Video	\$ 50.00	5000	\$ 250,000.00
		RSI	\$ 50.00	5000	\$ 250,000.00
		Theme Fee	\$ 50.00	5000	\$ 250,000.00
		CPM	\$ 50.00	5000	\$ 250.00
Total Digital					\$ 750,250.00
Program : Digital Out Of Home	Asset Due Date : 9/28/2022	Client List Due Date : 9/28/2022	Targeting Statement :	Billed based on Actual Execution	

Start Date	End Date	Charge	Rate	Quantity	Estimated Charges (\$)		
9/28/2022	9/28/2022	CPM	\$ 22.20	16	\$ .36		
		CPM	\$ 47.84	13	\$ .62		
		CPM	\$ 96.17	65	\$ 6.25		
		Flat fee	\$ 16.15	17	\$ 274.55		
		Flat fee	\$ 94.35	16	\$ 1,509.60		
Total Digital					\$ 1,791.38		
Program : Social Media	Asset Due Date : 9/28/2022	Client List Due Date : 9/28/2022	Targeting Statement :	Billed based on Actual Execution			
Start Date	End Date	Charge	Rate	Quantity	Estimated Charges (\$)		
9/28/2022	9/28/2022	CPM	\$ 74.08	42	\$ 3.11		
		CPM	\$ 74.24	65	\$ 4.83		
		CPM	\$ 48.83	90	\$ 4.39		
		Flat Fee	\$ 96.40	6	\$ 578.40		
		Flat Fee	\$ 52.29	69	\$ 3,608.01		
Total Digital					\$ 4,198.74		
Total Digital Program Fee				\$ 756,240.12			
Total Package Program					\$ 769,313.50		
InStore Late Charges Per Day Per 4-Color Version *							
DAY 1 = \$ 1,085	DAY 2 = \$2,170	DAY 3 = \$3,255	DAY 4 = \$4,340	DAY 5 = \$5,425	DAY 6 = \$ 10,000	DAY 7 = \$14,575	DAY 8 = \$19,150
DAY 9 = \$23,725	DAY 10 = \$28,300						
*Provided the artwork deadline set forth above is no later than CB Neptune's published standard sales close date. If the artwork deadline set forth above is later than such date, late charges shall be quoted by CB Neptune.							

#### Additional Terms

A signed copy of this LOC must be received by CB Neptune at the e-mail address below no later than **10/31/2020** or it may be accepted or rejected by CB Neptune in its sole discretion.

#### Checkout 51

The terms and conditions of the agreement between the parties with respect to redemption services or Checkout 51 advertising programs or, if no such agreement(s) exists, the terms and conditions found at <https://www.newsamerica.com/co51/us/basetermsandconditions.pdf> on the date Client signs this LOC as indicated below, shall apply to such programs under this LOC.

If at least 25% of the total dollar value of this LOC is remaining after 27 days, the budget may be applied to premium offer placement on a Participating Network at a rate of \$2,500 per week of placement, up to a cumulative maximum of \$10,000 of spend under this LOC.

#### Digital

**Out of home:** The digital out-of-home services described herein shall be governed by the IAB Standard Advertising Terms v3.0 available at [http://www.iab.net/media/file/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf), as modified in this LOC (the "IAB Terms"). The following modifications shall apply with respect to the IAB Terms:

- "Agency" shall refer to the agency signing this LOC on behalf of Company or, if there is no such agency, it shall refer to Company.
- "Advertiser" shall refer to Company.
- "Media Company" shall refer to NAMI.
- Section V(a) is hereby deleted in its entirety and replaced with the following: Delivery of an executed copy of this LOC shall constitute a binding, irrevocable commitment of Client with respect to the Program placement contemplated by this LOC. If Client requests cancellation of this LOC or a decrease in the amount(s) of inventory to be delivered following delivery of this executed LOC, fails to meet any minimum spend or volume commitments during the relevant term as set forth in a signed copy of this LOC, or if this LOC is cancelled for any other reason, the parties agree that, as a reasonable approximation of the damages suffered by Neptune in such event, Client shall nevertheless be responsible for the full amount of the total Program Fee (as specified above), as well as any other charges and expenses incurred by Neptune resulting from the cancellation.
- Section XI is hereby deleted in its entirety and replaced with the following: "Anything to the contrary herein notwithstanding, in no event shall Media Company's liability exceed the amount previously paid to Media Company by Advertiser in respect of the applicable Social Network Ads under the LOC to which such liability relates or during which such liability occurs. Media Company shall not, under any circumstances, be responsible for any indirect, consequential, incidental or special damages, including, without limitation, loss of profits, business interruption, loss of goodwill or punitive damages, regardless of cause."
- The blank spaces in Subsection XIV.d of the IAB Terms shall be filled in with "New York" and "the federal and state courts located in New York County, New York," respectively..

**Dynamiq Brand Select:** The Dynamiq Brand Select ads shall be governed solely by the IAB Terms.

The following shall apply with respect to the IAB Terms for Dynamiq Brand Select ads:

1. "Agency" shall refer to the agency signing this LOC on behalf of Client or, if there is no such agency, it shall refer to Client. 2. "Advertiser" shall refer to Client. 3. "Media Company" shall refer to NAM. 4. Section III (a) - After the first sentence, add the following: "All invoices shall be based on Media Company's measurements in its sole discretion ("Controlling Measurement"). In certain instances Agency may also use a third party ad tracking service (including without limitation if required to do so by an Advertiser) and shall reconcile any discrepancies as may be agreed with a relevant Advertiser or in Agency's sole discretion."

2. Section V(a) is hereby deleted in its entirety and replaced with the following: Delivery of an executed copy of this LOC shall constitute a binding, irrevocable commitment of Client with respect to the Program placement contemplated by this LOC. If Client requests cancellation of this LOC or a decrease in the amount(s) of inventory to be delivered following delivery of this executed LOC, fails to meet any minimum spend or volume commitments during the relevant term as set forth in a signed copy of this LOC, or if this LOC is cancelled for any other reason, the parties agree that, as a reasonable approximation of the damages suffered by Neptune in such event, Client shall nevertheless be responsible for the full amount of the total Program Fee (as specified above), as well as any other charges and expenses incurred by Neptune resulting from the cancellation.

3. Section XIII - Delete Sections XIII (a) and (b) and (d) and (e) in their entirety and in Section XIII (c) delete the words "and non-proprietary".

4. Section XIV (d) - The second and third sentences will be amended to read as follows: "All IOs will be governed by the laws of the State of New York. Media Company and Agency (on behalf of itself and not Advertiser) agree that any claims, legal proceeding or litigation arising in connection with the IO (including these Terms) will be brought solely in New York, and the parties consent to the exclusive jurisdiction of such courts."

**Social Media:** The Social Network Ads shall be governed solely by the IAB Standard Advertising Terms v3.0 available at [http://www.iab.net/media/file/IAB\\_4As-tsandcs-FINAL.pdf](http://www.iab.net/media/file/IAB_4As-tsandcs-FINAL.pdf), as modified in this LOC (the "IAB Terms"). The following shall apply with respect to the IAB Terms:

1. "Agency" shall refer to the agency signing this LOC on behalf of Company or, if there is no such agency, it shall refer to Company.

2. "Advertiser" shall refer to Company.

3. "Media Company" shall refer to NAMI.

4. Section V(a) is hereby deleted in its entirety and replaced with the following: Delivery of an executed copy of this LOC shall constitute a binding, irrevocable commitment of Client with respect to the Program placement contemplated by this LOC. If Client requests cancellation of this LOC or a decrease in the amount(s) of inventory to be delivered following delivery of this executed LOC, fails to meet any minimum spend or volume commitments during the relevant term as set forth in a signed copy of this LOC, or if this LOC is cancelled for any other reason, the parties agree that, as a reasonable approximation of the damages suffered by Neptune in such event, Client shall nevertheless be responsible for the full amount of the total Program Fee (as specified above), as well as any other charges and expenses incurred by Neptune resulting from the cancellation.

5. Section XI is hereby deleted in its entirety and replaced with the following: "Anything to the contrary herein notwithstanding, in no event shall Media Company's liability exceed the amount previously paid to Media Company by Advertiser in respect of the applicable Social Network Ads under the LOC to which such liability relates or during which such liability occurs. Media Company shall not, under any circumstances, be responsible for any indirect, consequential, incidental or special damages, including, without limitation, loss of profits, business interruption, loss of goodwill or punitive damages, regardless of cause."

6. The blank spaces in Subsection XIV.d of the IAB Terms shall be filled in with "New York" and "the federal and state courts located in New York County, New York," respectively.

## FSI

The terms and conditions of the agreement(s) between the parties with respect to FSI services to be provided pursuant to this Letter of Commitment or, if no such agreement(s) exists, the terms and conditions found at <http://www.newsamerica.com/fsi/fsitermsandcondnr.pdf> ("FSI T&C") on the date Client signs this Letter of Commitment as indicated below, shall apply to this Letter of Commitment and are incorporated herein by this reference.

## InStore

The terms and conditions of the agreement between the parties with respect to instore services or, if no such agreement exists, the terms and conditions found at <http://www.newsamerica.com/instore/instoretermsandcondna.pdf> on the date Client signs this LOC as indicated below, shall apply to non-merchandising in-store programs under this LOC.

- Where required by a retailer, the program(s) will be executed by and are subject to the approval of a designated and approved merchandising provider of such retailer.
- Any exclusivity otherwise provided by CB Neptune does not and shall not apply to any executions in any non-network retailer (i.e., retailers not active in the SmartSource network of stores).

## Merchandising

The terms and conditions of the agreement between the parties with respect to merchandising services or, if no such agreement exists, the terms and conditions found at <http://www.newsamerica.com/merch/merchandisingtermsandcondna.pdf> on the date Client signs this LOC as indicated below, shall apply to merchandising programs under this LOC.

- Client confirms that the retailer(s) has/have approved the execution of this program within their stores.
- Where required by a retailer, the program(s) will be executed by and are subject to the approval of a designated and approved merchandising provider of such retailer.

The total program fee for this Program shall be charged to Client based on the final agreed upon store list, subject to any terms on the rate of installation and inability to complete the services for reasons outside of CB Neptune's control, as set forth in the applicable agreement between the parties with regards to merchandising services, or, if no such agreement exists, Section 2(c) and Section 2(d) of the merchandising terms and conditions set forth above.

## SSMG

All pricing is based on current market conditions and may be subject to change for various reasons, including without limitation, changes in paper prices, rate changes by publishers and/or deviations from any of the specifications set forth above. If pricing increases by 15% or more of the Total Cost noted above, CB Neptune will secure Client's approval before proceeding with the Custom Program. Pricing is for a single version of the Custom Program unless this LOC specifically says otherwise. Pricing is net cost and does not include (1) any sales or other applicable taxes or (2) any applicable U.S. or Canadian customs charges.

## SSMG:

Pricing is based upon Client meeting all applicable deadlines; late charges may apply if Client misses deadline(s).

The terms and conditions of the agreement between the parties with respect to custom media services or, if no such agreement exists, the terms and conditions found at <http://www.newsamerica.com/custompub/custompubtermsandcondna.pdf> on the date Client signs this LOC as indicated below, shall apply to custom media programs under this LOC.

## SmartSource Direct

Sample Overage Requirements, if any: Two percent (2%) sample overage required for programs 200,000 samples and under; one percent (1%) sample overage required for programs over 200,000 samples.

Sample Shipment Requirements, if any: CB Neptune will provide specific delivery and scheduling instructions. All samples must be uniformly/soldier packed as individual samples; samples delivered in any format other than individual packs will incur additional charges.

**Pricing Notes:**

- Data fees and postage are estimates; final data fees and postage may vary due to any changes from the specifications set forth in this LOC (including in the Option selected by Client), as well as rate changes made by data providers and/or the U.S. Postal Service.
- Charges are based on upon the specifications set forth above and are valid so long as this LOC is signed by Client and returned to CB Neptune no later than 30 days from the LOC Date set forth above. If changes are made to any specifications during program production and execution, final pricing may vary.
- Charges for this program may include fees for retailer solicitation, pre-press, retailer versioning, printing, and fulfillment.
- Customized post promotion analytics may be available at an additional charge.

The terms and conditions of the agreement between the parties with respect to **direct mail services** or, if no such agreement exists, the terms and conditions found at <http://www.newsamerica.com/directmail/directmailtermsandcond.pdf> on the date Client signs this LOC as indicated below, shall apply to direct mail programs under this LOC.

Programs may be delayed and late charges may apply if Client misses any applicable deadlines.

If this LOC is being signed by an agency on behalf of Client, the agency represents and warrants that it is a duly authorized agent of Client, it has full power and authority to enter into and perform this LOC on behalf of Client, and this LOC constitutes a valid and binding obligation of such agency and Client.

The signed copy of this LOC shall constitute Client's irrevocable commitment to the program(s) set forth above.

**Accepted and Agreed:**

**Client :**

**CB Neptune\* :**

**By :** \_\_\_\_\_

**By :** \_\_\_\_\_

.\* 'CB Neptune' for the purposes of this LOC means the following entities:

CB Neptune Holdings, LLC

Please e-mail LOC to **AUTOMATION US** at **namautomationphase1@gmail.com**