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EXCLUSIVE SUPPLY AGREEMENT

No. [e] dated (@]

This Supply agreement (the "Agreement") is concluded by and between:

JBS S.A., a company functioning and organized under the laws of Brazil, having its registered seat at , Sao Paulo, registered under the [e] under no. [e], having sole registration code , duly represented by [e], in the capacity as [e] ("JBS" and/or the

"Supplier{'), and

., a company functioning and organized under the laws of Romania, having its registered seat at Dorobantilor 322-+aginesiilesteiSeeest, Sector 2, registered under the Trade Registry under no. J40/28161/1993, having sole registration code 5052558, duly represented by Mr Dan—MinulescuAlbert Davidoglu, acting as General Director J" and/or the "Distributor"),

companii, asta inseamna si productie in alte tari, companii legate:
UE, Tailanda, etc.

Afiliatii isi insusesc contractul pe masura ce apar in schema ca
potential supplieri

The Supplier and the Distributor shall be collectively referred to as the "Parties" and each of them separately as "Party".

NOW THEREFORE, by this present, the Parties have agreed the following:

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Subject to the terms and conditions set out in this Agreement, the Supplier hereby

grants to the Distributor and the Distributor hereby accepts the right to exclusively

tarifare primim de la MCX /Oana.

distribute the Products in the Territory. The Territory: Romania, Bulgaria, Polonia,

Greece, Czech Republic _—{

- Next.to negotiations, subject to investment from distributor:, Slovakia ,

11.

1.2.

1.3.

The Supplier hereby expressly acknowledges that all the countries within the Territory have been exclusively reserved to the Distributor. To this end: vee cn CY. RO.PL

1.2.1. Supplier will ensure that all other (exclusive and non-exclusive) distributors are CZimediat prohibited Active Sales of the Products outside their reserved territory (being permitted only Passive Sales) and that they are notified of the fact that the Distributor has been allocated the countries within the Territory;

1.2.2. Supplier will notify in due time the Distributor with the countries outside the

. . . . a . .

Territory in which other exclusive distributors are appointed or are exclusively reserved to the Supplier.

Outside the Territory, the Distributor shall not make Active Sales of the Products in a territory allocated to an exclusive distributor or exclusively reserved to the Supplier.

Nevertheless, nothing in this Agreement prohibits the Distributor to make Passive Sales of the Products within such territories.

Am alocat pe oameni

Independence of the Distributor

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14. The Distributor shall buy the Products from the Supplier as an independent contractor and shall market and sell the Products in its own company name, for its own account and at its own risk, with the Distributor, having the right to market the Products under its own tradename, trademark or brand, this right being at the full and encumbered discretion of the Distributor.

15. The relationship between the Parties established by the Agreement shall be solely that of supplier and buyer and the Distributor is acting for its own account. Nothing contained in the Agreement shall be construed to make the Distributor the agent of the Supplier for any purpose, and neither Party hereto shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other Party. The Distributor specifically agrees that it shall have no power or authority to represent the Supplier in any manner and that it will solicit orders for the Products as an independent contractor in accordance with the terms of this Agreement.

16. Nothing in this Agreement shall be construed as a limitation or a prohibition imposed to the Distributor to sell, resell or otherwise distribute similar products from other suppliers in any territory and/or without any restrictions.

La obiect contract

1. Product development — obligatic de a urmari piata, JBS de a raspunde a se duce cu potential pt un alt produs decat livrat. JBS dezvolta produsul.

2. Adjustments on products/packaging. JBS'sa faca private label oa -Intr-un termen amiabil stability de catre parti.

3. Private label pent Ji. Dc produsul se dezvolta la cererea _atunci JBS va pune pe brandul. Pretul pt vafiinclus in produs, niciun cost suplimentar.

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Article 2. DURATION

21. This Agreement is executed for a period of 5 (five) years. Subsequent to this term, Parties undertake to negotiate in good-faith the prolongation of this Agreement under written addendum.

Article 3. PRICES, TITLE, WARRANTY

Prices and Price Amendment

3.1. The Prices agreed for the Products are stated in Appendix no. 1 to this Agreement.

3.2. The Prices may not be unilaterally changed by the Supplier. Any intention to ammend the Prices of the Supplier will be notified to the Distributor and agreed upon, in good-faith, in writing.

3.3. The agreed prices as stated in the appendix 1 -are valid for a period of 6 months from signing of this contract. Parties may negotiate to ammend the Prices twice a year, three monts in advance before each half calendar year.

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4. Pricing to stay competitive and deal with changes: quota, license cost, etc. Furnizorul va furniza preturi competitive si in cazul in care conditiile de piata importuri, cote de import, licente => renegociere preturi. (volume de import si cote, contingentul — cerere in plus de aplicare la contingent).

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Warran

244.2_ Supplier warrants that the Products shall be i) according to the specifications, if any, and ii) comply with all food regulations applicable to the Territory or otherwise instructed by

the Distributor.

25.3. Supplier undertakes to warrant and reimburse the Distributor against any claims or sanctions imposed to the Distributor as a consequence of the Supplier non-observing the warranties under article 5.

Article 4. FORECAST, ORDER, ACCEPTANCE, DELIVER

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PARTILE STABILESC ULTERIOR

AVETI BAZA PT PENALITATI INTARZIERE

ANEXA — CU PROPUNEREA| CE URMEAZA A FI STABILITA — PE EMAIL

forecast

445.1 The Distributor shall provide estimated Orders for the next month (M+1). The forecast made by the Distributor shall be treated as nonbinding. The volumes for the next 5 years are in the appendix no 2

Order

4.2.5.2. Without any engagement in respect of minimum Orders, the Distributor may order the Products during the term of this Agreement by the issuance of Order.

4.25.3. Each Order will specify, at a minimum, i) identification of Products, ii) unit price, iii) quantity, iv) total price, v) delivery date, vi) delivery place, vii) payment terms and viii) other information necessary for the delivery.

4.4.54 Supplier undertakes the obligation to accept or fulfill any Order and agrees that refusal by the Supplier of any Order in whole or in part shall incur liability on the Supplier, its officer or employees or any other person.

Acceptance

465.5. On receipt of the Order, the Supplier shall notify the Distributor in writing (by e-mail or fax) whether it accepts the Order, specifying also the expected shipment date.

465.6. An Order shall be considered accepted by the Supplier by one of the following means: i) issuance of an acceptance, ii) shipment of any of the Products ordered or iii) failure of the Supplier to reject the Order within [5 working] days from the receipt by the Supplier.

4+5_7_ Supplier acknowledges that it cannot refuse any Order from the Distributor (even those outside the forecast margin), unless objective and clear justifications are given and accepted by the Distributor. In such exceptional circumstances, the Parties will collaborate to identify an alternative source of supply of similar Products (with similar commercial conditions).

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4.25.8 The Products shall be delivered to the Distributor in export packing (meaning resistant to long distance transportation package). Promptly after the receipt of Products, the Distributor shall, or cause its qualified agent to, inspect the Products at its own cost. The Distributor shall immediately notify the Supplier if, during the inspection, any of the Products is found not to be in compliance with quality standards, which will be agreed to in writing by the both parties.

43.5.9. All claims for errors, damages, defects, shortages and non-conformities in any shipment of the Products discovered by the inspection shall be made in writing to the Supplier and be dispatched by the Distributor with particulars within [3 (three) working] days after the receipt of Products

4365.10. Failure to make such claim within such period shall constitute acceptance of the SPREE UR SE SHO ERE OSE Eo Eerste a Receive

shipment, and agreement that such shipment fully complies with the quality standards and any other applicable terms and conditions. This is not applicable for hidden/latent defects (i.e. fault of the Products that could not have been discovered by a reasonably thorough inspection, for which Supplier is liable throughout the entire Products' life).

4445.11. In case of any inconsistencies with the Order, the Distributor has the alternative to i) ask the Supplier to fulfil the outstanding Order, ii) to amend the Price for the delivered Products.

Article 5. REPRESENTATIONS AND WARRANTIES

5.1. The Distributor hereby represents, warrants and undertakes in favour of the Supplier that it shall use its best efforts for the promotion of the sales of the Products in the Territory and shall protect the interests of the Supplier in the best possible way acting on the basis of good faith and good business thi cS

5.2. The Parties declare and guarantee that at the date of signing the Agreement they have all the approvals and authorizations necessary to fulfil the obligations under the

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Agreement and that the later will remain valid for at least the duration of the |Agreemen t - a « intampla in viitor. Avem multe necunoscute:

5.3. The Parties declare and guarantee that by signing the Agreement, each Party, through its aS a

legal representative, has fully discussed and understood and, expressly and utilizarea

unambiguously accepts articles 1, 2, 3, 4, 5, 6, 7 and 8 of the Agreement. oe 'cin in ale tara fox 7

Article 6. OBSERVANCE OF EUROPEAN COMPETITION RULES

6.1. The Parties expressly undertake not to initiate or participate in any type of anti-competitive conduct, as defined by European competition legislation, by means

including, but not limited to, mentioning, inserting, requesting, addressing, imposing, accepting, setting, approving or agreeing in any type of communication between the Supplier and the Distributor of resale prices, minimum prices selling, conditioning or influencing commercial policy, limiting or disadvantaging competing undertakings or exchanging sensitive information from competition perspective, prohibited by the competition rules. In case the Distributor will be investigated and sanctioned by the competent competition authorities as a result of Supplier's failure to observe the obligations set forth in this chapter, the Distributor shall have the right of recourse against the Supplier in respect to the sanctioning fine and all expenses derived from the investigation.

6.2.

6.3.

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The Supplier expressly undertakes to exclusively sell to the Distributor within the market defined by the Territory, without any injunction in the resale prices, commercial conditions or other business matters that should be unilaterally decided by the Distributor itself. For the non-observance of this obligation, the Supplier is obliged to immediately stop any Active sales within the Territory

In case the supplier is approached directly or indirectly approached from the customers within the Territory, the Supplier is under the obligation to inform the Distributor of such approach within 1 business day. As per the above, Passive sales of the other distributors are permitted within the Territory The Supplier is obliged to impose the same notification obligations to its (exclusive or non-exclusive) distributors from all European Economic Area's territories

Article 7 TERMINATION

7.1.

7.2.

7.3.

7A.

This Agreement may be terminated in any of the following cases:

7.1.1. with the Parties' consent;

7.1.2. by termination for cause if either Party defaults the following obligations hereunder, and fails to remedy such case of default within 46-30 (ten) Working da 5 from receiving the other Party's written notice in that regard (commissory am performat si ajustam teritoriul?

Upon the termination of this Agreement for any reason, the Parties agree to set off their outstanding financial obligations at the Agreement actual termination date.

The termination of this Agreement, regardless of cause, shall not affect the obligations already performed and outstanding between the Parties.

Article 8 APPLICABLE LAW- JURISDICTION

8.1.

8.2.

The validity, interpretation and performance hereof, and all the disputes between the Parties arising out of or in connection with this Agreement or referring to any matters not provided for hereunder but occurring following the performance of the Agreement, shall be governed by the Romanian law.

All the disputes arising out of or in connection with this Agreement which cannot be amicably resolved by the Parties shall be referred for resolution to the courts of

jurisdiction in Bucharest, Romania <t

Article 9 MISCELLANEOUS

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9.3. Each provision hereof shall be deemed independent and distinct. In the event that any provision of this Agreement is found invalid or unenforceable, the remaining provisions hereof shall remain effective and in full force and effect as if the respective provision has not been part of it.

9.5 No waiver by either Party of any breach of any provision of this Agreement will constitute a waiver of any other breach of that or any other provision of this Agreement.

9.6. This Agreement constitutes the entire agreement and undertaking between the Parties, and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to its subject matter.

9.7. No time limit or provision of this Agreement may be amended or modified by any previous or subsequent statement, conduct or action of either Party. The Parties may vary this Agreement only by written document signed by or on behalf of the contracting Parties. The same rules shall also apply with reference to the amendment of the Appendices hereto, which are an integral part hereof.

9.8. The Parties agree that upon the occurrence of any specific legislative change this Agreement shall be accordingly amended in accordance with the Parties' agreement at that time. This article institutes an obligation of negotiation in charge of the Parties in respect of any relevant legislative change.

9.9. | The Appendix hereto are an integral part of this Agreement.

9.10. This Agreement has the following Appendix: Appendix no. 1 List of Prices, Appendix no2 Volumes

IN WITNESS whereof the Parties have executed this Agreement, today je) in 2 (two) counterparts in English language, each Party holding one counterpart.

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FOR THE SUPPLIER FOR THE DISTRIBUTOR

IBS S.A a

By: By:

Authorized Signature Authorized Signature

Name: Name:

Title: Title:

APPENDIX NO. 1

List of Prices

APPENDIX NO. 2

Volumes

2020 - 1,000mt

2021 —1,300mt

2022 —1,500mt

2023 —1,580mt

2024 —1650mt

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