

## EXCLUSIVE SUPPLY AGREEMENT

No. [●] dated [●]

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

1. JBS S.A., a company functioning and organized under the laws of Brazil, having its registered seat at [●], Sao Paulo, registered under the [●] under no. [●], having sole registration code [●], duly represented by [●], in the capacity as [●] ("JBS" and/or the "Supplier"), and
2. [●] a company functioning and organized under the laws of Romania, having its registered seat at 8 Inginerilor Tei Street, Sector 2, registered under the Trade Registry under no. J40/28161/1993, having sole registration code 5052558, duly represented by Mr Dan Minulescu, acting as General Director ('[●]' and/or the "Distributor"),

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:

### Article 1. OBJECT MATTER OF THE AGREEMENT

#### Exclusive appointment of Distributor in the Territory

- 1.1. 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 distribute the Products in the Territory.
- 1.2. The Supplier hereby expressly acknowledges that all the countries within the Territory have been exclusively reserved to the Distributor. To this end:
  - 1.2.1. Supplier will ensure that all other (exclusive and non-exclusive) distributors are prohibited Active Sales of the Products outside their reserved territory (being permitted only Passive Sales) and that 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 Territory in which other exclusive distributors are appointed or are exclusively reserved to the Supplier.
- 1.3. 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.

#### Independence of the Distributor

- 1.4. 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.

- 1.5. 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.
- 1.6. 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.

## Article 2. DURATION

- 2.1. 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 amend the Prices of the Supplier will be notified to the Distributor and agreed upon, in good-faith, in writing.
- 3.3. Parties may negotiate to amend the Prices, in any case Parties agree that such changes will be made 2 (twice) a year, at the most and will enter into force 3 (three) months after such price amendments are agreed.

### Warranty

- 3.4. 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.
- 3.5. 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, DELIVERY

### Forecast

- 4.1. The Distributor shall provide estimated Orders for the next month (M+1). The forecast made by the Distributor shall be treated as nonbinding.

### Order

- 4.2. 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. Supplier shall guarantee a delivery period of **2 weeks** from the time of receipt of Order by the Distributor.

- 4.3. 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. 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**

- 4.5. 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.
- 4.6. 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.
- 4.7. 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).

**Delivery and Inspection**

- 4.8. 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.
- 4.9. 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.
- 4.10. Failure to make such claim within such period shall constitute acceptance of the 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).
- 4.11. 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 ethics.
- 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 Agreement and that the later will remain valid for at least the duration of the Agreement.

- 5.3. The Parties declare and guarantee that by signing the Agreement, each Party, through its legal representative, has fully discussed and understood and, expressly and unambiguously accepts articles 1, 2, 3, 4, 5, 6, 7 and 8 of the Agreement.

## 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.
- 1.1. 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, together with the payment of a compensation owed to the Distributor amounting to EUR 1.5 per kilo of sold Products. The compensation obligation provided for in this article shall become enforceable within 30 days of the date on which the Distributor identifies the Supplier and/or other distributors making Active Sales within the Territory or having executed agreements entailing supply or distribution of the Products within the Territory. In case the Distributor identifies that other distributors from other territories passively sells (*Passive sales*) the Products within the Territory, the above-mentioned compensation is not applicable. However, if the Supplier itself performs Passive sales into the Territory, the compensation obligation of EUR 1.5 per kilo of sold Products is therefore applicable.
- 6.2. In case the Supplier is directly or indirectly approached from clients 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, however the lack of the notification obligation should be sanctionable under this clause. 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. This Agreement may be terminated in any of the following cases:
- 7.1.1. with the Parties' consent;
  - 7.1.2. by expiration of duration as per art. 3;
  - 7.1.3. by termination for cause if either Party defaults the following obligations hereunder, and fails to remedy such case of default within 10 (ten) Working days



from receiving the other Party's written notice in that regard (commissory pact), provided that the respective case of default can be remedied: (i) Distributor's obligation to pay at due date any invoice raised by the Supplier; (ii) Supplier's obligations under article 7 and 9;

- 7.2. In the cases laid down in article 7.1.3, the Agreement shall be automatically terminated, no other formality and court proceedings being required.
- 7.3. 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.
- 7.4. The termination of this Agreement, regardless of cause, shall not affect the obligations already performed and outstanding between the Parties.
- 7.5. In case any of the Parties terminate this Agreement prior to its expiration (for whatever reason, excluding termination for cause), the defaulting Party will pay damages to the other Party amounting to EUR 0.5 per kilo of Products envisaged to be sold until the expiration of the Agreement, quantity estimated as per the historically sales. For sake of clarity, the Supplier is considered in default under this article and obliged to pay the above damages to the Distributor in case of 2 consecutive refusals of the Orders or inconsistencies in deliveries amounting to less than / equal to 40% of the quantity ordered.
- 7.6. The Parties will not advertise or publish the fact that they have contracted with each other or otherwise established a relationship, unless otherwise authorized by each of the Parties, such authorization not to be unreasonably withheld.
- 7.7. The obligations under this article will remain in effect for a period of one (1) year from termination of the Agreement.

## Article 8 APPLICABLE LAW- JURISDICTION

- 8.1. 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.
- 8.2. 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.

## Article 9 MISCELLANEOUS

- 9.1. All notices and correspondence relating to this Agreement shall be sent by either party to the other to the following addresses, or any other appropriate address provided prior written notice is given to the other party:

If to the Supplier:

Address: [ ]

For the attention of: [ ]

Fax: [ ]

Email: [ ]

If to the Distributor:

Address: [ ]

For the attention of: [ ]

Fax: [ ]

Email: [ ]

- 9.2. Any such Notice shall be deemed received as follows:

- 9.2.1. upon delivery by courier provided that it is delivered during the Working Hours of the recipient office, and if delivered outside the Working Hours shall be deemed received at the beginning of the following Business Day;
- 9.2.2. upon receipt in case of a Notice sent by telex, fax or mail, provided that it is sent during the Working Hours of the recipient office, and if received outside the Working Hours shall be deemed received at the beginning of the following Business Day;
- 9.2.3. upon receipt in case of a Notice sent by registered letter or registered letter with return receipt, and in the day following the mailing date if sent by mail.
- 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**

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

FOR THE SUPPLIER  
JBS S.A.

FOR THE DISTRIBUTOR

[REDACTED]

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX NO. 1**  
**List of Prices**



DRAFT