

GLOBAL MARKETING PROCUREMENT SERVICES TERMS & CONDITIONS

TERMS AND CONDITIONS (“Terms”): These Terms shall be deemed to incorporate and govern any statement of work (“Statement of Work”), purchase orders, releases, or any other means of providing services entered into between the company (“Company”) and Jim Beam Brands Co. (“Beam”).

1) APPROVALS

All materials created by the Company must be approved in writing in advance by Beam before they will be considered accepted. This includes but is not limited to; creative concepts, communication materials, copy, artwork, storyboards. In addition all fees, estimates and payment terms must be aligned in advance with Beam.

2) TERRITORY

The territory shall be global provided that with respect to digital and internet properties, the territory shall be worldwide (collectively, “Territory”).

3) COMPENSATION

Beam will pay to Company the compensation on the applicable Statement of Work (“Compensation”). Beam’s payment obligations are predicated on Beam receiving an undisputed invoice at least sixty (60) days prior to such payment due date. The following costs shall be invoiced by Company to Beam at cost with no markup and subject in each case to Beam’s prior written approval: (i) any amounts due to an approved third-party supplier of Company that requires payment in advance of supplying services; (ii) all pass-through production costs; (iii) travel expenses; and (iv) any other cost agreed in writing by the parties.

4) INTELLECTUAL PROPERTY

a) Beam shall be the exclusive owner of all intellectual property rights in and to the materials created by Company and its directors, employees, agents and subcontractors in connection with any Agreement made between Beam and Company (“Beam Materials”). All such Beam Materials shall be considered "work made for hire" with Beam as the initial author and sole owner of all copyrights in and to Beam Materials. To the extent that the foregoing does not apply, Company hereby irrevocably assigns to Beam, for no additional consideration, all present and future intellectual property rights in Beam Materials, together with all associated goodwill, the right to sue for damages for past infringement, and the right to collect all royalties and license fees. Notwithstanding the foregoing, Company shall retain all right, title, and interest in and to its business information, proprietary research tools, pre-existing software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights that existed or were developed by Company prior to commencement of the Services hereunder (collectively, “Pre-Existing Materials”). If in the course of providing Services, Company incorporates Pre-Existing Materials into the Services, Company grants Beam a nonexclusive, royalty-free, perpetual, sublicensable, irrevocable, worldwide license to use the Pre-Existing Materials to the extent they are included in Beam Materials or are otherwise necessary for Beam to use and exploit the Services. Company shall not use or incorporate into the Services any materials or intellectual property to which it has not obtained the appropriate rights for such use.

5) INDEMNIFICATION

Company shall defend, indemnify and hold harmless Beam, its affiliates, and each of their respective directors, officers, employees, agents, and assigns (collectively “Indemnified Party”) from and against any and all claims, demands, causes of action, proceedings, judgments and other liabilities, obligations, losses, damages, costs, and expenses (including reasonable attorneys’ fees and costs) of any nature (collectively, “Claims”) arising out of or related to: (i) Company or its representatives’ breach of this Agreement ; (ii) the negligence or intentional misconduct of Company or any of its directors, officers, employees, or agents in connection with its performance hereunder; or (iii) Company or its representatives’ use of Indemnified Party’s intellectual property in a manner not permitted by this Agreement. The foregoing indemnification obligations shall not apply to the extent Claims arise out of or are related to the negligence or intentional misconduct of Indemnified Party.

6) CONFIDENTIALITY

Each party shall treat as confidential all non-public, proprietary or confidential information or material received in connection with this Agreement, including the terms of this Agreement, whether received from a party to this Agreement, its affiliates, or any of their respective consultants, financial advisors, counsel, accountants, or other agents regardless of the form of receipt ("**Confidential Information**").

7) TERMINATION

Beam shall have the right to terminate these Terms: (i) if Company is adjudicated insolvent, declares bankruptcy, fails to perform its material obligations under these Terms, or breaches any representation and warranty hereunder and such failure or breach continues for ten (10) business days after Company receives written notice of such failure or breach from Beam; (ii) if Company, or its employees, agents, or representatives commits: (1) an offense involving moral turpitude under federal, state or local laws or regulations; or (2) any act that will tend to degrade either party or bring either party into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency or prejudice either party in general; or (iii) with or without cause by providing at least sixty (60) days' prior written notice to Company, provided any Statement of Work then in effect will continue subject to these Terms, unless terminated by Beam. In the event of termination, Beam shall pay all Compensation due to Company for services completed and any documented nonrefundable amount committed by Company pursuant to Beam's directions. Beam shall, in addition to all other remedies at law or in equity, be entitled to a pro rata reduction or refund of Compensation attributable to the value of the services not received by Beam as a result of termination.

8) INSURANCE

During the term, Company, at its sole cost, shall obtain and maintain in effect insurance or a program of self-insurance that shall include comprehensive commercial general liability insurance and umbrella liability insurance with a minimum combined amount of US\$5,000,000 (or local equivalent) per occurrence, automobile liability insurance covering bodily injury and property damage with a minimum US\$1,000,000 (or local equivalent) combined single limit, workers' compensation/employers liability insurance or its equivalent as required by law, with a minimum amount of US\$1,000,000 (or local equivalent) per occurrence. Company shall ensure its insurance policies are issued by insurance companies with an A.M. Best's rating of no less than A-, its comprehensive commercial general liability insurance is on an occurrence basis, and its workers compensation insurance includes a waiver of subrogation. Beam shall be listed on such policies as an additional insured party. Upon request, Company shall provide certificated proof of such policies.

9) DATA PROTECTION

- a) The parties acknowledge that any database created under this Agreement containing data collected from consumers (either directly by Company or by a third-party) or data collected on behalf of Beam (either directly by Company or by a third-party) shall be the property of Beam, despite of the location and management of any such database, and shall be deemed Beam's Confidential Information.
- b) The parties contemplate that no personal data that is subject to European General Data Protection Regulations ("EU GDPR"), UK General Data Protection Regulations ("UK GDPR" and collectively with EU GDPR, "GDPR") requirements or other data privacy laws or regulations (e.g., California privacy law) is anticipated to be provided by one party to the other under this Agreement. In the event of a change, the parties will enter into a data processing agreement ("DPA") that will apply and supplement the Agreement. Additionally, if entering into a DPA, Beam and Company will agree on a DPA Exhibit (as described in the DPA) to describe any permitted processing. The DPA and any DPA Exhibit will be added as an Appendix to this Agreement. Each party agrees that it will not provide

personal data subject to GDPR requirements, United States, Canada or Mexico privacy law requirements, or other data privacy laws or regulations until the parties have entered into a DPA.

10) INDEPENDENT CONTRACTORS

Each party is and shall remain an independent contractor, and nothing herein shall be deemed to create a partnership, joint venture, principal-agent, employer-employee relationship, or joint-employment status between the parties. Each party shall be solely responsible for wages, hours, taxes, tax withholdings, and all other conditions of employment of its own personnel. No party shall have the authority to bind any other party in any respect.

11) NO SUBCONTRACTING OR ASSIGNMENT

Company may not assign its rights under these Terms to any third-party, or otherwise contract, subcontract, or delegate the performance of its obligations hereunder to any third-party, without the prior written consent of Beam. Beam is entitled to assign the Terms, whether in whole or in part, without Company's written consent.

12) GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws provisions. Any action to enforce this Agreement shall be brought exclusively in the federal or state courts in the State of New York, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts.