

BudExchange Electronic Commerce Agreement

THIS AGREEMENT ("Agreement") is made by and between Anheuser-Busch Companies, Inc., a Delaware corporation, ("ABC") and _____, a _____ corporation, ("Supplier") as of the date executed by Supplier below.

WHEREAS, ABC and Supplier desire to facilitate certain purchase, sale and settlement transactions between ABC and/or its subsidiaries and Supplier through the use of purchase orders, service orders, requests for quotations, requests for proposals, offers of shipment, and other documents that are computer displayable and printable (each an "e-Document") and which consist of forms containing information in databases that are electronically stored and accessed through web-based servers that are part of ABC's BudExchange System (hereinafter, "BudExchange");

WHEREAS, ABC and Supplier wish to establish the course of dealing by which these e-Documents are accepted by Supplier's electronic signatures thereto through use of BudExchange; and

WHEREAS, ABC and Supplier desire to assure that the contracts embodied in e-Documents accepted by Supplier's electronic signatures thereto using BudExchange are binding and enforceable even though the e-Documents are electronic and not paper records and are electronically signed;

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. BudExchange: BudExchange consists of secure networked servers and other computer hardware and related software that hosts and maintains e-Documents and the information referred to in this Agreement, all in electronic form and which can be accessed, displayed, signed and printed from over the internet using hypertext transport protocol web browsing software. Upon signing this Agreement, ABC will enable Supplier to access BudExchange. Supplier's access to and use of BudExchange is subject to the terms of this Agreement and also is subject to the Terms and Conditions of Use of BudExchange attached to this Agreement as Attachment A (the "General BudExchange Terms"). The General BudExchange Terms may be changed from time to time in accordance with the following procedure. In the event of any changes in General BudExchange Terms, Supplier's Agents will receive notice of the change by means of a screen pop-up on their next access to BudExchange and will be required to review and accept the change prior to being permitted to further use BudExchange applications.

2. Supplier Administrators: Supplier shall designate two or more authorized representatives of Supplier as its "Supplier Administrators" and notify ABC of the individuals so designated from time to time. Supplier Administrators will (i) provide the information necessary to maintain Supplier Profiles as contemplated in Clause 4a. below; (ii) designate Supplier Agents and inform ABC of addition or removal of, or changes in a Supplier Agent's contact or related information; and (iii) request changes to a Supplier Agent's application access. ABC will have the right to rely on any information and changes thereto provided to ABC by any Supplier Administrator, and to treat the entering, storing and display of such information and changes thereto, as having been authorized by Supplier. The individuals designated as the original Supplier Administrators are listed in Attachment 2 to this Agreement. Designations of additional or replacement Supplier Administrators will be provided to ABC by another Supplier Administrator either in writing or electronically as ABC may require from time to time.

3. Supplier's Agents: Each Supplier Agent will be deemed to have actual authority to access and use BudExchange on behalf of Supplier and to electronically sign and otherwise authenticate e-Documents on behalf of Supplier. ABC will provide to each Supplier Agent a unique and confidential "User ID" that will enable the Supplier Agent to access and use BudExchange on behalf of Supplier.

4. Supplier's Profile: ABC will collect, store and make available to Supplier Administrator(s) upon request information regarding Supplier that ABC must have for Supplier to access and use BudExchange ("Supplier's Profile"). Supplier's Profile will include:

- a.** The following information about Supplier that is provided to ABC by Supplier Administrator(s):
 - (i) Supplier's name for the discrete business activity to be conducted using Supplier's Profile.
 - (ii) Supplier's physical address for correspondence
 - (iii) The names of all Supplier Agents, and the following information regarding them:
 - (1) Primary office location
 - (2) E-mail address
 - (3) Telephone number

The Supplier Administrator(s) shall provide and update such information from time to time as requested by ABC and also whenever necessary to make such information accurate and complete.

- b.** An electronic record of the most current General BudExchange Terms.
- c.** An electronic record of this Agreement, without attachments.
- d.** A BudExchange user ID for each Supplier Agent
- e.** The applications to which each Supplier Agent has access in BudExchange

5. E-Documents:

a. ABC will from time to time make available e-Documents through BudExchange. Each e-Document may be subject to standard terms and conditions that will differ according to the type of e-Document involved. The most current version of such terms and conditions or a hyperlink to an electronic record of the most current version of such terms and conditions will be part of the e-Document and shall be deemed incorporated therein. The standard terms and conditions that apply to any type of e-Document may be changed at any time and from time to time at the sole discretion of ABC. If an electronic signature on an e-Document is required by ABC, the electronic signature by a Supplier Agent to that e-Document will constitute acceptance by the Supplier of the proposed agreement and the then standard terms and conditions linked to that e-Document. As of the time of an electronic signature, a record of the terms and conditions applicable to such agreement shall be available in BudExchange. It is Supplier's responsibility to generate, at the time of acceptance, for Supplier's records such electronic or paper record of each such agreement (and subsequent amendments or versions thereof) as Supplier may desire. Only the most current version of each agreement will be maintained for viewing in BudExchange. The method for electronically signing any e-Document will be that method provided for in the standard terms and conditions applicable to that e-Document and shall be deemed and treated as an electronic signature under the Uniform Electronic Transactions Act of Missouri and the Electronic Signatures in Global and National Commerce Act.

b. Any e-Document which has been electronically signed by a Supplier Agent using the method provided for in the standard terms and conditions applicable to that e-Document shall be

considered to be a "writing" or "in writing" and shall be deemed to have been accepted and agreed to by Supplier and will be binding and enforceable against Supplier. Supplier agrees not to contest the validity or enforceability of any e-Document electronically signed by Supplier as provided herein under the provisions of any applicable law relating to whether agreements are to be in writing or signed by the party to be bound thereby, including but not limited to any provision of the Uniform Commercial Code as adopted in any state.

6. Electronic Records: A hyperlink to electronic records of the most current General BudExchange Terms and this Agreement, without attachments, will be maintained in BudExchange and will be accessible through BudExchange for display and printing by Supplier on its own computer equipment for so long as Supplier has access to BudExchange pursuant to this Agreement. Electronic records of e-Documents will be maintained in BudExchange as described in Paragraph 5a. ABC may store outside of BudExchange electronic records of the transactions governed by e-Documents, but Supplier will not have any right of access to those records. Supplier will be responsible for printing and/or saving and storing its own copies of e-Documents that govern transactions between Supplier and ABC or any of its subsidiaries. Supplier agrees that the data displayed in the screen fields of an e-Document and the form of the e-Document that displays or prints with that data embedded, no matter how or where stored, shall be deemed and treated as an electronic record under the Uniform Electronic Transactions Act of Missouri and the Electronic Signatures in Global and National Commerce Act. Any such electronic record of a transaction governed by an e-Document that is maintained by ABC, whether within or outside BudExchange, shall be deemed and treated for all purposes as an original document and a business record, and any printout of such electronic record, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible to the same extent and under the same conditions as other original documents and business records. Neither party may contest the admissibility of such printouts under either the business records exception to the hearsay rules or the best evidence rule.

7. Consideration: The consideration for this Agreement includes Supplier's access to BudExchange and the mutual agreements of the parties in this Agreement. This Agreement does not, however, constitute a commitment by ABC to enter into any other agreement with Supplier, whether embodied in an e-Document, a paper document or otherwise.

8. Term: This Agreement has an indefinite term and will continue until notice of termination is given by either party to the other. Any such termination shall only be effective as to e-Documents that have not been electronically signed by a Supplier Agent as provided herein as of the date any such notice is given or thereafter, and will not affect the validity or enforceability of e-Documents electronically signed by a Supplier Agent prior to the time such notice is given. Any such notice maybe given either electronically or in writing. The Parties agree they will remain responsible for the proper completion of all commitments made prior to the date of any such notice.

9. Security Procedures: Supplier shall use those security procedures that are reasonably sufficient to assure that data on BudExchange is accessed, displayed, and printed only by Supplier Agents.

Supplier agrees that it is prohibited from violating or attempting to violate the security of BudExchange, including, without limitation:

a. accessing data or materials not intended for Supplier or logging into a server or account which Supplier is not authorized to access;

b. attempting to probe, scan or test the vulnerability of BudExchange or to breach security or authentication measures without proper authorization; attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to a server, router or other device on BudExchange, or causing the overloading, "flooding", "mailbombing" or "crashing" of a server, router or other device or service on BudExchange;

- c. sending unsolicited e-mail or "spam", including promotions and/or advertising of products or services;
- d. forging any TCP/IP packet header or any part of the header information in any e-mail or other posting; or
- e. attempting to circumvent or alter the methods or processes ABC uses to measure time, bandwidth utilization, or other methods to account for or document "use" of BudExchange.

ABC reserves the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting persons who are involved in such violations. ABC is not responsible for any use of BudExchange by Supplier or Supplier Agents that violates this Section 9, but may immediately suspend Supplier's and Supplier Agents' access to BudExchange in the event ABC becomes aware of any such use at any time.

10. Severability: The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement, unless such invalidity substantially adversely affects or reduces the rights, or increases the obligations, of a party hereto.

11. ABC Acting As Agent for Subsidiaries: This Agreement shall be deemed and treated as an agreement between Supplier and every subsidiary of ABC with whom Supplier conducts transactions using BudExchange described in this Agreement. For this purpose only, ABC's execution of this Agreement is both for itself and as the agent for all of its subsidiaries.

12. Entire Agreement: This Agreement constitutes the complete agreement of the parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to become bound by any e-Document may be implied from the execution of this Agreement. This Agreement is for the benefit of, and shall be binding upon ABC and its subsidiaries with whom Supplier conducts transactions using BudExchange and upon Supplier and the respective successors and assigns of all of them.

13. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri without regard to principles of conflict of laws.

14. Limitation of Damages: Neither party shall be liable to the other for any special, incidental, exemplary, punitive, or consequential damages arising from or as a result of any delay, omission or error in the entry, storage, accessibility, display, manipulation or printing of any forms or data or in the transmission or receipt of any e-Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives as of the date first above written.

ANHEUSER-BUSCH COMPANIES, INC.

SUPPLIER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachments:

Attachment 1, Terms and Conditions of Use of BudExchange

Attachment 2, Original Supplier Administrators

TERMS AND CONDITIONS OF USE OF BUDEXCHANGE

Each Supplier requesting access to the BUDEXCHANGE SYSTEM must agree to the terms and conditions noted below. Supplier and such Supplier personnel shall be referred to as "You." Supplier agrees to notify the Anheuser-Busch BudExchange Administrator when those with access no longer are associated with Supplier, so that their access can be removed.

The web site BudExchange.com, the program, operating software, and all of their respective content, features and other data contained herein (collectively the "System") is an online information service provided by Anheuser-Busch, Incorporated ("ABI"), subject to your compliance with the terms and conditions below.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING ANY INFORMATION PROVIDED THE SYSTEM. BY ACCESSING OR USING THE SYSTEM, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SYSTEM. ABI MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SYSTEM SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

USE OF THE SYSTEM

You may not use the System or any of the information obtained from the System for purposes of incorporation into a commercial product or service. You agree not to change or delete any proprietary notices from directory listings downloaded from the System. By using the System, you agree that the System, including all content, information, services, capabilities and software constitute confidential and proprietary information of ABI and/or other members of the AB-Inbev corporate group (collectively, the "ABI Group"). You agree that you will maintain all information obtained from or about the System in confidence, including, without limitation, information regarding product demand, product specifications, delivery schedules, billing information, the capabilities of the System or the benefits of the System to ABI, other members of the ABI Group or your business. You further agree to limit access to the System to the minimum number of individuals at your business who truly have a need to access the System.

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SECURITY ISSUES

User Authentication. ABI may, in its sole discretion, administer the allocation of individual user IDs to you in which case you shall provide ABI with the following:

- a. the full name of each individual who will have access to the System;
- b. the email address (if applicable) and telephone number at which the individual user may be reached during business hours; and
- c. prompt notification, in writing, upon termination of employment or reassignment of personnel with access to the System so that user logon IDs may be changed and other measures may be taken by ABI to prevent unauthorized access.

Protection of Credentials. ABI may establish a mechanism for strong authentication credentials, such as digital certificates, tokens, smartcards, biometrics, etc., to provide access, accountability and revocation. In such event, the following shall apply:

- a. ABI may administer or delegate to you the administration of credentials for your company's operations. In either case, you must validate the credentials for each authorized person at your company who will have access to the System.
- b. Credential attributes must provide for granular access controls within applications. You will provide such information to ABI upon request.
- c. ABI will deliver credentials to you in a secure manner. You must disseminate credentials securely and protect them from unauthorized use. You are responsible for the actions of any individuals using your user IDs and passwords to access the System. ABI may revoke such IDs and passwords at any time in ABI's sole discretion, in which case the user ID or password will be deleted.

User Obligations. a. Each individual having access to the System must:

- i. use only their assigned user ID when logging on to the System;

- ii. log-off the ABI System before leaving their computing resources with such access unattended;
 - iii. not allow unauthorized individuals to access the System or Confidential Information;
 - iv. keep strictly confidential the logon ID,password, and all other Confidential Information that enables such access; and
 - v. not replicate or store Confidential Information in a way which unnecessarily exposes such Confidential Information.
- b. You must provide security awareness training to reinforce the obligations required under this Agreement.

COPYRIGHT ISSUES

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INDEMNIFICATION

You agree to indemnify, defend and hold harmless ABI and other members of the ABI Group and their respective officers, directors, employees, agents, licensors, suppliers and any third party information providers to the System from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

MISCELLANEOUS

Any cause of action or claim you may have with respect to the System must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred. **All such claims**

are subject to the limitation of liabilities set forth herein, This Agreement shall be governed and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be performed in Missouri. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO SHALL BE BROUGHT IN THE COURTS OF THE STATE OF MISSOURI OR ANY COURT OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS. THE PARTIES IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO EACH OF THE OTHER PARTIES AT ITS ADDRESS PROVIDED HEREIN, SUCH SERVICE TO BECOME EFFECTIVE 5 DAYS AFTER SUCH MAILING.

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PRIVACY POLICY

This is a private Internet site used for business purposes by Anheuser-Busch Companies, Inc. ("ABI"), members of the AB Inbev corporate group, their respective suppliers and their associated warehouses as well as transportation carriers (collectively, "Users"). On the Login ID request form, we request each User's name, phone number and e-mail address, the name and address of the User's company and the system applications the User is requesting access to. This information is needed to establish the appropriate security access to BudExchange. Users may also be providing other business-related information on an ongoing basis to be used for specifically identified business purposes. All information provided by Users shall be treated by Anheuser-Busch as non-personal, business information that can be used by Anheuser-Busch for the business purposes stated above or stated at the time of collection. Users' submission of information constitutes permission to use the information for the identified business purposes. In addition, with respect to non-U.S. Users, all information provided is knowingly being transmitted to the United States. Please review the Terms and Conditions posted on this site for additional information governing your use of this Internet site.

Attachment 2

Original Supplier Administrators