

CLEAN TEAM CONFIDENTIALITY AGREEMENT

This Clean Team Confidentiality Agreement (this “Agreement”) is entered into as of April 19, 2016, by and between Anheuser-Busch InBev SA/NV (“ABI”), SABMiller plc (“SABM”), and Molson Coors Brewing Company (“MCBC” and, together with ABI and SABM, the “Parties”) in contemplation of (i) the proposed acquisition of SABM by ABI pursuant to a transaction governed by the UK City Code on Takeovers and Mergers as described in the announcement made on November 11, 2015 (the “ABI-SABM Transaction”) and (ii) the transaction described in the November 11, 2015 Purchase Agreement between MCBC and ABI, as amended as of March 25, 2016 (as further amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”) (the “JV Transaction” and together with the ABI-SABM Transaction, the “Transactions”) and related integration planning.

In connection with the Parties’ planning for the transfer of the Miller International Business (as defined in the Purchase Agreement) to MCBC, the Parties wish to enter into this Agreement to share information (i) to enable ABI and MCBC to evaluate and document certain transitional services to be provided by ABI, SABM and their respective affiliates to MCBC and its affiliates pursuant to the Purchase Agreement, in respect of the production, export, import, distribution, marketing and sale of Miller-Branded Products (as defined in the Purchase Agreement) that are manufactured by SABM and its affiliates outside the United States for sale outside of the United States, in each case pursuant to the Purchase Agreement, (ii) to enable ABI and MCBC to evaluate and document certain transitional services to be provided by MCBC and its affiliates to ABI, SABM and their respective affiliates in respect of products and brands retained by ABI and its affiliates; and (iii) to allow ABI and MCBC to plan for the integration of the Miller International Business ((i), (ii), and (iii) collectively, the “Miller International Transition Planning”). Representatives of the MCBC Clean Team, as defined further below, may request certain information from SABM and its subsidiaries and affiliates, including MillerCoors LLC, and ABI and its subsidiaries and affiliates, and representatives of the ABI Clean Team, as defined further below, may request certain information from MCBC and its subsidiaries and affiliates, and SABM and its subsidiaries and affiliates, including MillerCoors LLC, that ABI, SABM or MCBC, as appropriate, deems to be competitively sensitive or confidential, including proprietary strategic, financial, pricing, production, employee¹ and operational information (the “Clean Team Material”). As a result, in order to adequately protect each of the Parties’ competitively-sensitive and confidential information and to ensure that the exchange of this information complies with the applicable competition/antitrust rules, Clean Team Material will be disclosed to another Party only on the following terms and conditions:

1. Clean Team Material shall be all documents and information which are marked by a disclosing Party as “Clean Team Material” at the time of disclosure or, if the disclosure is oral, information which is so identified by the disclosing Party at the time of disclosure. With the exception described in Paragraph 6 below, Clean Team Material shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or

¹ Applicable to any competitively sensitive employee information that is provided in connection with the Miller International Transition Planning, as distinct from employee information that may be provided as part of the separate talent acquisition process agreed to by the Parties.

other documents prepared by a Party that contain, reflect or are based upon, in whole or in part, such documents or information.

2. Clean Team Material does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by ABI or MCBC in violation of this Agreement; (ii) is or becomes available to ABI or MCBC, or is in or comes into the possession of ABI or MCBC on a non-confidential basis from a source other than the disclosing Party or its representatives, provided that such source is not known by the recipient to be bound by an obligation of confidentiality to the disclosing Party; or (iii) is independently developed by ABI or MCBC without reference to the Clean Team Material furnished to the recipient.
3. Access to Clean Team Material will be strictly limited to MCBC's and ABI's selected representatives who are (i) persons who have been pre-approved as members of the Clean Team by the other Parties and who have acknowledged their agreement to be bound by the terms of the Agreement by signing a copy of the Clean Team Member Confidentiality Agreement, which is Exhibit A hereto; (ii) personnel of the firms listed in Exhibit B who have been assigned to work on Miller International Transition Planning; or (iii) outside counsel to MCBC or ABI (the "Clean Team"). The initial approved members of ABI's Clean Team and MCBC's Clean Team are listed on Exhibit B hereto.
4. For a period of twelve months following the termination of the Transactions, no Clean Team member who has received Clean Team Material about a particular jurisdiction or jurisdictions pursuant to this Agreement will be placed in a position by their employer (MCBC or ABI as the case may be) that (i) carries direct responsibility for sales, marketing, or the procurement of goods or services in that jurisdiction or jurisdictions; or (ii) reports to anyone with direct responsibility for sales, marketing, or the procurement of goods or services in that jurisdiction or jurisdictions. Provided, however, that ordinary course internal audits and other approvals made by ABI's or MCBC's legal, accounting, and finance personnel in accordance with that company's internal controls shall not be considered having direct responsibility for sales, marketing, or the procurement of goods or services.
5. MCBC and ABI acknowledge that the Clean Team Material contains competitively sensitive information. Accordingly, MCBC and ABI agree to (i) keep and to cause its Clean Team to keep such information from employees who are not members of the Clean Team, (ii) cause all members of its Clean Team to read this Agreement and agree to be bound by its terms, and (iii) use Clean Team Material solely for the purposes of Miller International Transition Planning.
6. MCBC and ABI acknowledge and agree that members of their respective Clean Teams must not disclose, in whole or in part, to any person who has not been pre-approved as a member of the Clean Team by the other Parties and their respective outside competition/antitrust counsel any Clean Team Material that has been or will be furnished to the Clean Team in any manner whatsoever, other than Clean Team Materials approved in advance for disclosure to non-Clean Team members by the other Parties and their respective outside competition/antitrust counsel. Notwithstanding the foregoing, Clean

Team Material that is sufficiently summarized, aggregated, or anonymized may be reported to MCBC's and ABI's executives, directors and in-house lawyers, provided that (i) such information is used solely for purposes of conducting Miller International Transition Planning and/or preparation of necessary regulatory filings in connection with the Transactions; and (ii) all such information is reviewed by the disclosing Party's outside competition/antitrust counsel before it is reported to any such persons in order to ensure that such information is sufficiently summarized, aggregated, and/or anonymized so as to remove any competitively sensitive information.

7. To the extent certain information or documents designated Clean Team Material may not be competitively sensitive, the applicable Parties' respective outside competition/antitrust counsel shall confer to determine whether specific information has been improperly designated as Clean Team Material.
8. All Clean Team Material required to be maintained in confidence under this Agreement shall remain the property of the disclosing Party.
9. Upon the request of any Party (with respect to that Party's Clean Team Material), ABI or MCBC shall return or destroy such Clean Team Material without keeping any copies, provided however, that MCBC and ABI shall be entitled to retain the minimum number of copies of any Clean Team Material necessary to comply with any Law, which shall be used solely for such purposes. In addition, ABI and MCBC shall not be required to destroy or delete Clean Team Material or models, electronic files, or other electronic material prepared by MCBC, ABI, or their respective Clean Teams to the extent backed up or archived in the ordinary course of business and that incorporate Clean Team Material (which Clean Team Material shall remain subject to the terms of this Agreement). In the event of such a request, ABI and MCBC shall cause one of its authorized officers to deliver a certificate stating that it has complied with all of the requirements of this paragraph.
10. This Agreement shall be effective as of the date hereof. The obligations of confidentiality and nonuse related to the Clean Team Material received under this Agreement shall be binding and, whether or not the Transactions take place, continue in force until two years after the date hereof.
11. This Agreement is intended to establish the Clean Team procedures for sharing competitively-sensitive information for purposes of Miller International Transition Planning. The Parties acknowledge that (i) the confidentiality agreement dated as of October 18, 2015, between ABI and MCBC, (ii) the confidentiality agreement dated as of January 11, 2016 among ABI, SABM and MCBC, (iii) the confidentiality agreement dated as of October 14, 2015 between ABI and SABM and (iv) the confidentiality agreement dated as of October 27, 2015 between SABM and MCBC ((i) through (iv), collectively, the "Confidentiality Agreements") govern the sharing of confidential information among the Parties party thereto. Each of the Parties hereby agrees that all Clean Team Material supplied by or on behalf of any of the Parties in connection with the Transactions shall constitute "Confidential Information" (or any term having a substantially similar meaning in any Confidentiality Agreement) as defined in each

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Confidentiality Agreement and the Parties receiving such Clean Team Material shall treat it in accordance with the requirements of the applicable Confidentiality Agreement.

Subject to the requirements of this Agreement, the Parties agree that the members of the Clean Team shall be permitted to share Clean Team Material among themselves pursuant to this Agreement, and the sharing of such Clean Team Material among the Parties pursuant to this Agreement shall not constitute a breach of any of the Confidentiality Agreements; provided that each of the Parties treats such information in accordance with the requirements of the applicable Confidentiality Agreement.

12. The Parties acknowledge and agree that a breach of the provisions of this Agreement by any Party would cause the other Parties to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Parties agree that each Party is entitled to specific performance of the provisions of this Agreement to enjoin a breach or attempted breach of the provisions thereof and to any other remedy awarded by a court of competent jurisdiction.
13. The Parties agree that nothing in this Agreement imposes any positive obligation on SABM to disclose Clean Team Material to MCBC or ABI, and that SABM may, in its absolute discretion, decide if and when Clean Team Material will be provided to MCBC or ABI, and the conditions upon which such Clean Team Material is made available
14. The agreement resulting from the Parties' acceptance of the terms of this Agreement will be governed by and construed in accordance with the laws of the State of Delaware.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement effective as of the date first set forth above.

ANHEUSER-BUSCH INBEV SA/NV

By: /s/ G. Boulangé
Authorised Signatory

By: /s/ Jan Vandermeersch
Authorised Signatory

MOLSON COORS BREWING COMPANY

By: /s/ E. Lee Reichert
Deputy General Counsel & Corporate
Secretary

SABMILLER PLC

By: /s/ Stephen Jones
Deputy General Counsel – M&A

[Signature Page to Non-U.S. Clean Team Confidentiality Agreement]

Exhibit A

CLEAN TEAM MEMBER CONFIDENTIALITY AGREEMENT REGARDING CLEAN TEAM MATERIAL

Reference is hereby made to the Clean Team Confidentiality Agreement made and entered into as of April 19, 2016 (the "Agreement"), by and between Anheuser-Busch InBev SA/NV, Molson Coors Brewing Company, and SABMiller plc. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in the Agreement.

1. I am a member of the Clean Team in relation to the Transactions, and in that capacity I may be provided access to highly confidential, competitively-sensitive information of ABI, SABM and MCBC and their respective subsidiaries and affiliates, including MillerCoors LLC, designated as Clean Team Material.
2. I have reviewed, understand and agree to strictly abide by the Agreement.
3. I understand that as a result of my membership on the Clean Team and if I receive Clean Team Material about a particular jurisdiction, for a period of twelve months following the date on which the Transactions are terminated, I will not be placed in a position within the Party for which I am working that (i) carries direct responsibility for sales, marketing, or the procurement of goods or services in that jurisdiction or jurisdictions; or (ii) reports to anyone with direct responsibility for sales, marketing, or the procurement of goods or services in that jurisdiction or jurisdictions.

Signature: _____

Date: _____

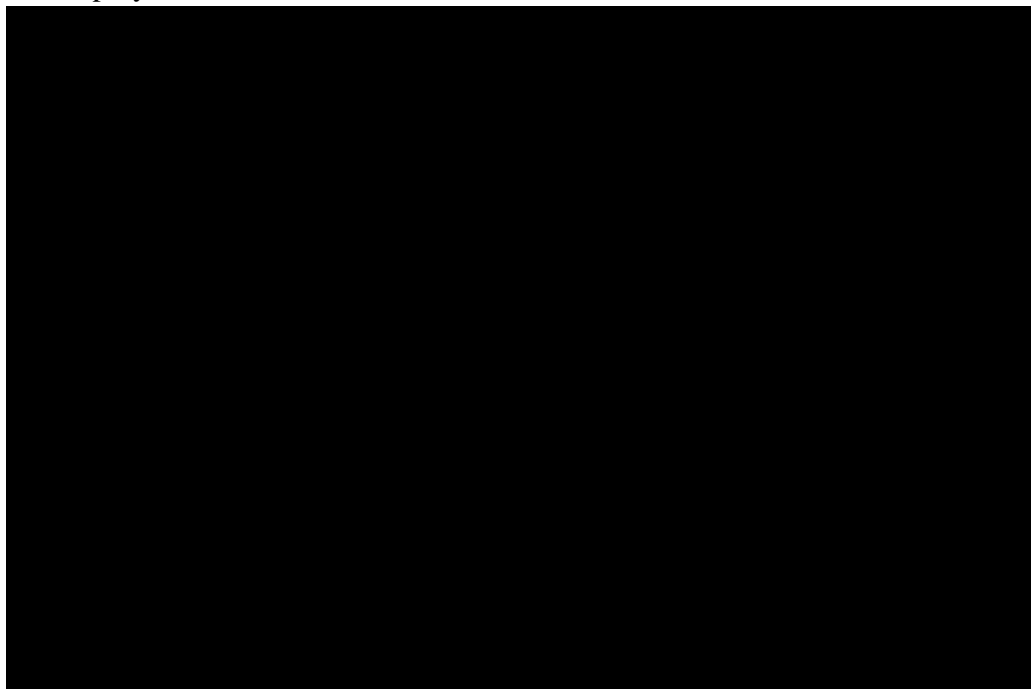
Print Name: _____

Title: _____

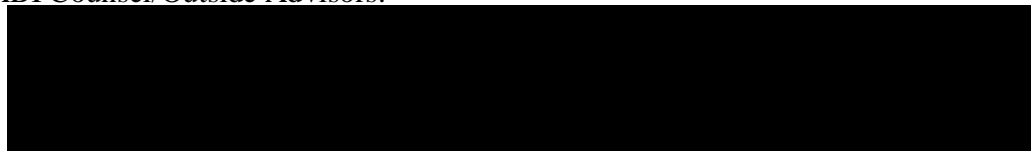
Exhibit B

Approved Members of Clean Team

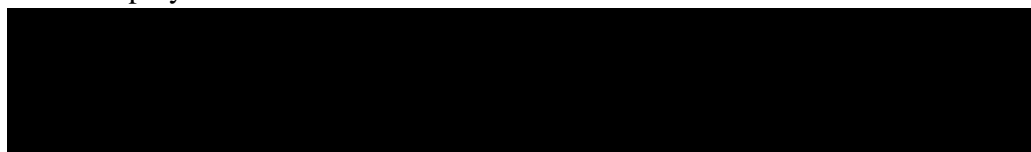
ABI Employees:



ABI Counsel/Outside Advisors:



MCBC Employees:



MCBC Counsel/Outside Advisors:

