

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.



Budweiser Brewing Company APAC Limited

百威亞太控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 1876)

**CONTINUING CONNECTED TRANSACTIONS
IN RELATION TO**

**(1) THE GENERAL SERVICES FRAMEWORK AGREEMENT;
AND**

(2) STRATEGIC, PROCUREMENT AND ADMINISTRATIVE SERVICES

We refer to the section headed “Connected Transactions — Non-Exempt Continuing Connected Transactions” in the prospectus of Budweiser Brewing Company APAC Limited (the “**Company**”) dated 18 September 2019 (the “**Prospectus**”) and the Company’s announcement dated 28 March 2022 in relation to, among other things, (i) the Procurement Services Framework Agreement; (ii) the Strategic Services Framework Agreement; and (iii) the General Services Framework Agreement entered into between the Company and Anheuser-Busch InBev SA/NV (“**AB InBev**”) and the Strategic Services, Procurement Services and Administrative Services provided to the Group contemplated thereunder. Unless otherwise stated, capitalised terms used in this announcement shall have the same meaning ascribed in the Prospectus.

THE GENERAL SERVICES FRAMEWORK AGREEMENT

The Company and AB InBev have entered into a recommencement letter in relation to the General Services Framework Agreement on 29 October 2025, pursuant to which the General Services Framework Agreement shall be recommenced for a term commencing from 30 October 2025 and ending on 29 October 2028. All other terms of the General Services Framework Agreement remain unchanged.

ANNUAL CAPS FOR THE STRATEGIC SERVICES, PROCUREMENT SERVICES AND ADMINISTRATIVE SERVICES

In accordance with Rule 14A.53 of the Listing Rules, the Directors (including the independent non-executive Directors but excluding the Directors who have abstained from voting) have agreed to set (1) the new annual caps for the maximum aggregate fees payable for the Strategic Services and Administrative Services to be provided to the Group for each of the three years ending 31 December 2025, 2026 and 2027 are USD65 million, USD72 million and USD80 million respectively, and (2) the new annual caps for the maximum aggregate fees payable for the Procurement Services to be provided to the Group for each of the three years ending 31 December 2025, 2026 and 2027 are USD58 million, USD67 million and USD77 million respectively.

LISTING RULES IMPLICATIONS

As AB InBev is the controlling shareholder of the Company, AB InBev is a connected person of the Company. Accordingly, the transactions contemplated under the Strategic Services Framework Agreement, Procurement Services Framework Agreement and the Recommended General Services Framework Agreement (collectively, the “**Framework Agreements**”) constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio (as set out in Rule 14.07 of the Listing Rules) with respect to the annual caps for (1) the Strategic Services, (2) the Procurement Services, and (3) the Administrative Services provided under the respective Framework Agreements is expected to be more than 0.1% but less than 5%, such transactions are considered to be partially exempt continuing connected transactions pursuant to Rule 14A.76(2)(a) of the Listing Rules exempt from the circular and independent shareholders’ approval requirements but will be subject to the reporting, annual review and announcement requirements under Chapter 14A of the Listing Rules.

1. GENERAL SERVICES FRAMEWORK AGREEMENT AND ADMINISTRATIVE SERVICES PROVIDED BY THE AB INBEV GROUP TO THE GROUP

The major terms of the General Services Framework Agreement are as follows:

Subject matter

On 2 July 2019, the Company and AB InBev entered into the General Services Framework Agreement effective on the Listing Date for a three year term, pursuant to which AB InBev will agree to procure members of the AB InBev Group to provide IT services, outsourcing services and other Administrative Services, to members of the Group. The Company and AB InBev subsequently entered into a renewal agreement on 28 March 2022, pursuant to which the General Services Framework Agreement was renewed for a term of three years commencing from 30 September 2022 and ending on 29 September 2025.

The respective Group and AB InBev Group member shall enter into subsidiary agreements which will set out more specific terms and conditions based on the principles and terms of the General Services Framework Agreement. The subsidiary agreements will set out, among other terms, the service provider and recipient, duration, price, payment terms and other service terms. As at the date of this announcement, no Administrative Services have been provided by the AB InBev Group to any member of the Group, or vice versa, since the expiry of the General Services Framework Agreement on 29 September 2025.

According to the General Services Framework Agreement, in case of any inconsistency in principles and terms between the subsidiary agreements and the General Services Framework Agreement, the General Services Framework Agreement shall prevail.

Term and Termination

AB InBev (on the one hand) and the Company (on the other hand) have entered into a recommencement letter in relation to the General Services Framework Agreement on 29 October 2025, pursuant to which the General Services Framework Agreement shall be recommenced for a term of three years commencing from 30 October 2025 and ending on 29 October 2028.

The Recommenced General Services Framework Agreement may be terminated by AB InBev if (a) AB InBev ceases to hold at least 30% of shares of the Company and (b) as to the application of the Recommenced General Services Framework Agreement to any subsidiary of the Company only, sale or transfer of such Company subsidiary to a third party, or a third party otherwise holding, more than 10% of such subsidiary's shares.

Any subsidiary agreement under the Recommenced General Services Framework Agreement may be terminated if (a) there is a material breach of the agreement, (b) there is non-payment of amounts owed thereunder, subject to a grace period, or (c) upon the parties' mutual written consent.

Pricing policy

The payment terms will be determined among the respective parties from time to time on an arm's length basis in accordance with the pricing policy for Strategic Services as described under "2. Strategic Services Framework Agreement and Services provided by the AB InBev Group to the Group" below.

Notwithstanding the recommencement of the General Services Framework Agreement, all other terms of the General Services Framework Agreement remain unchanged.

Historical Transaction Amounts and Annual Caps

See "2. Strategic Services Framework Agreement and Services provided by the AB InBev Group to the Group" below.

2. STRATEGIC SERVICES FRAMEWORK AGREEMENT AND STRATEGIC SERVICES PROVIDED BY THE AB INBEV GROUP TO THE GROUP

The major terms of the Strategic Services Framework Agreement are as follows:

Subject matter

On 2 July 2019, the Company and AB InBev entered into the Strategic Services Framework Agreement effective on the Listing Date for a 10-year term, pursuant to which AB InBev will agree to procure members of the AB InBev Group to provide strategic advice and support services in relation to (1) management support, (2) marketing, (3) supply, (4) human resources, (5) finance, (6) legal and corporate affairs, and (7) innovation and R&D, to members of the Group.

The respective Group member and AB InBev Group member shall enter into subsidiary agreements which will set out more specific terms and conditions based on the principles and terms of the Strategic Services Framework Agreement. The subsidiary agreements will set out, among other terms, the service provider and recipient, duration, price, payment terms and other service terms.

According to the Strategic Services Framework Agreement, in case of any inconsistency in principles and terms between the subsidiary agreements and the Strategic Services Framework Agreement, the Strategic Services Framework Agreement shall prevail.

Term and Termination

The Strategic Services Framework Agreement has a term of 10 years effective on the Listing Date.

The Strategic Services Framework Agreement may be terminated by AB InBev if (a) AB InBev ceases to hold at least 30% of shares of the Company and (b) as to the application of the Strategic Services Framework Agreement to any subsidiary of the Company only, sale or transfer of such Company subsidiary to a third party, or a third party otherwise holding, more than 10% of such subsidiary's shares.

Any subsidiary agreement under the Strategic Services Framework Agreement may be terminated if (a) there is a material breach of the agreement, (b) there is non-payment of amounts owed thereunder, subject to a grace period, or (c) upon the parties' mutual written consent.

Pricing policy

The payment terms will be determined among the respective parties from time to time on an arm's length basis.

Costs incurred by the AB InBev Group to deliver the strategic services (except for certain innovation and R&D services) will be centralized and mapped onto cost and functional centers, which will be on-charged to the service recipients. Where services directly benefit a particular service recipient, the costs will be directly charged to such service recipient. Where services benefit a number of service recipients (some of which are subsidiaries of the Group and others are other subsidiaries of AB InBev), the costs will be allocated based on specific direct cost drivers, or indirect allocation keys, which reasonably reflect the service recipients' economic benefit from such services. AB InBev and the Company will agree the direct and indirect allocation keys intended to reflect the benefit received by each subsidiary of the Company from such strategic service.

The allocated costs will be subject to a mark-up determined on an arm's length basis in accordance with accepted methods of transfer pricing, such as comparable uncontrolled price transfer pricing method, in accordance with a benchmark transfer pricing report prepared by an accounting or tax advisor.

For technical value engineering projects provided under innovation and R&D services, the fee charged will be calculated based on a percentage of savings generated by the technological innovations made available to the service recipient.

The mark-up or fee payable may be reviewed periodically and adjusted, including retrospectively, to the extent an adjustment is necessary to ensure that the payments are on an arm's length basis as mutually agreed by the parties.

Historical Transaction Amounts and Annual Caps

During the three years ended 31 December 2022, 2023 and 2024, the transaction amounts for the Strategic Services and Administrative Services provided to the Group were recorded as, on a combined basis, USD17 million, USD19 million and USD20 million, respectively. In accordance with Rule 14A.53 of the Listing Rules, the Directors (including the independent non-executive Directors but excluding the Directors who have abstained from voting) have agreed to set the new annual caps for the maximum aggregate fees payable for the Strategic Services and the Administrative Services to be provided to the Group at USD65 million, USD72 million and USD80 million for the years ending 31 December 2025, 2026 and 2027, respectively.

The annual cap was determined after taking into account the following factors: (a) the historical transaction amounts for the Strategic Services and the Administrative Services provided to the Group; (b) anticipated services and estimated fees that will be provided in the coming years; (c) the continuous centralization and optimization of the Strategic Services and Administrative Services by AB InBev Group; and (d) the continuous digital transformation of the entire business of the Group which will likely lead to a proportional increase in cost on general IT services and data security protection systems.

3. PROCUREMENT SERVICES FRAMEWORK AGREEMENT AND THE AMENDED PRICING POLICY

As disclosed in the section headed “Connected Transactions — Non-Exempt Continuing Connected Transactions” in the Prospectus, pursuant to the Procurement Services Framework Agreement, AB InBev will agree to procure members of the AB InBev Group to provide procurement services to members of the Group.

The major terms of the Procurement Services Framework Agreement are as follows:

Subject matter

On 2 July 2019, the Company and AB InBev entered into the Procurement Services Framework Agreement, pursuant to which AB InBev will agree to procure members of the AB InBev Group to provide procurement services to members of the Group.

The respective Group and AB InBev Group member shall enter into subsidiary agreements which will set out more specific terms and conditions based on the principles and terms of the Procurement Services Framework Agreement. The subsidiary agreements will set out, among other terms, the service provider and recipient, duration, price, payment terms and other service terms.

Term and Termination

The Procurement Services Framework Agreement has a term of 10 years effective on the Listing Date.

The Procurement Services Framework Agreement may be terminated by AB InBev if (a) AB InBev ceases to hold at least 30% of shares of the Company and (b) as to the application of the Procurement Services Framework Agreement to any subsidiary of the Company only, sale or transfer of such Company subsidiary to a third party, or a third party otherwise holding, more than 10% of such subsidiary’s shares.

Pricing policy

The payment terms will be determined among the respective parties from time to time on an arm’s length basis.

The fee charged to provide the procurement services will be calculated based on a percentage of realized and demonstrated annual cost savings capped by a percentage of the service recipient’s direct and indirect annual spend for products and services in respect of which the service recipient receives procurement services. Realized and demonstrated annual cost savings is composed of variable industrial cost savings, indirect savings (cost savings or increase, cost avoidance, value creation), and variable logistic costs savings.

The Group adopts a standard process of procurement of services and products from suppliers which include sourcing directly from independent third parties or sourcing from other suppliers through the AB InBev Group’s global procurement office (“GPO”). The formulae used to calculate the fee payable for the Procurement Services provided by the AB InBev Group is designed to motivate both the service recipients and the AB InBev Group’s centralized procurement function to achieve cost savings for the service recipients.

Adjustment of the pricing mechanism

The split of cost savings and the cap may be reviewed periodically and adjusted, including retrospectively, to the extent necessary to ensure the payments are on an arm's length basis as mutually agreed by the parties.

Payment arrangement

Generally, invoices will be issued three times per year which must be paid within 20 days following the month of invoice, but the parties may agree different payment arrangements depending on the specific circumstances of each subsidiary agreement.

Historical Transaction Amounts and Annual Caps

The historical transaction amounts of the Procurement Services provided to the Group are USD42 million, USD30 million and USD41 million for the three years ended 31 December 2022, 2023 and 2024, respectively.

In accordance with Rule 14A.53 of the Listing Rules, the Directors (including the independent non-executive Directors but excluding the Directors who have abstained from voting) have agreed to set the new annual cap for the maximum aggregate fees payable for the Procurement Services to be provided to the Group at USD58 million, USD67 million and USD77 million for the years ending 31 December 2025, 2026 and 2027, respectively.

The annual cap was determined after taking into account the following factors: (a) the historical transaction amounts for the Procurement Services provided to the Group; (b) anticipated Procurement Services to be provided; (c) estimated future cost savings and strategic spend categories based on currently available information to the Company.

4. REASONS FOR AND BENEFITS OF THE STRATEGIC SERVICES, ADMINISTRATIVE SERVICES AND PROCUREMENT SERVICES FRAMEWORK AGREEMENTS

Strategic Services, Procurement Services and Administrative Services

Prior to the Listing Date, the AB InBev Group had been providing Strategic Services, Administrative Services and Procurement Services to the Group. Such arrangements are part of the AB InBev Group's modus operandi from an operational point of view and the transactions are entered into by the Group in the ordinary and usual course of business based on the Company's business needs in order to carry out and support the Company's business activities. The Company is able to select freely among connected persons or independent third parties to provide such services.

The Strategic Services and Administrative Services provided to the Group allow the Group to benefit from AB InBev's global industry experience and knowledge to enhance the effectiveness of regional management in all areas of activities, as well as allowing AB InBev to support its brands licensed to the Group under the Licenses by providing global management support, legal and corporate affairs, human resources, finance services, marketing, sales and supply services to Group that are aligned with the global brand and strategy of AB InBev. For example,

- AB InBev's global legal team is responsible for ensuring the protection of intellectual properties of the global brands;
- AB InBev's global finance team is able to provide advice regarding hedging of commodities specific to the beer industry; and
- AB InBev's global human resources team provides industry-specific learning and development programs.

The Procurement Services provided to the Group allow the Group to remain competitive by leveraging the economies of scale and bargaining power of the AB InBev Group to source products (such as raw materials) and services required for the Company's operations from third parties at a lower cost than if the Group had sourced such products and services on its own or through an independent third party procurement agent. This is also an efficient way to facilitate maintaining the quality of AB InBev Products manufactured by the Group consistent and aligned with the quality of those manufactured globally by the AB InBev Group.

The Company from time to time reviews the terms of the Framework Agreements internally and re-assesses the commercial desirability of arrangements under the Framework Agreements.

5. LISTING RULES IMPLICATIONS

As AB InBev is the controlling shareholder of the Company, AB InBev is a connected person of the Company. Accordingly, the transactions contemplated under the Framework Agreements constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the highest applicable percentage ratio (as set out in Rule 14.07 of the Listing Rules) with respect to the annual caps for (1) the Strategic Services, (2) the Procurement Services, and (3) the Administrative Services provided under the respective Framework Agreements is expected to be more than 0.1% but less than 5%, such transactions are considered to be partially exempt continuing connected transactions pursuant to Rule 14A.76(2)(a) of the Listing Rules exempt from the circular and independent shareholders' approval requirements but will be subject to the reporting, annual review and announcement requirements under Chapter 14A of the Listing Rules.

Directors who are members of senior management of AB InBev have a material interest in the Framework Agreements and the Strategic Services, Procurement Services and Administrative Services contemplated thereunder respectively. Accordingly, they had abstained from voting on the resolutions of the Board to approve the recommencement of the General Services Framework Agreement, and the setting of new annual caps for the transaction amounts for the Strategic Services, Procurement Services and Administrative Services. Except for such Directors, none of the Directors have a material interest in the Framework Agreements and the Strategic Services, Procurement Services and Administrative Services contemplated under the respective Framework Agreements.

The Directors (including the independent non-executive Directors but excluding the Directors who have abstained from voting) are of the view that (i) each of the Framework Agreements and the Strategic Services, Procurement Services and Administrative Services contemplated under the respective Framework Agreements have been and will be entered into in the ordinary and usual course of business of the Group, on normal commercial terms or better, and are fair and reasonable and in the interests of our Shareholders as a whole; and (ii) the proposed annual caps are fair and reasonable and are in the interests of the Company and our Shareholders as a whole.

6. GENERAL INFORMATION

The Company is a company incorporated under the laws of the Cayman Islands as an exempted company with limited liability and the Shares are listed on the main board of the Stock Exchange. The Company is an investment holding company. The Company and the Group are principally engaged in the brewing and distribution of beer in the Asia Pacific region.

AB InBev is the world's largest brewer by volume and by value and a publicly traded company (Euronext: ABI), with secondary listings on the Mexico (MEXBOL: ANB) and South Africa (JSE: ANH) stock exchanges and with American Depositary Receipts listed on the New York Stock Exchange (NYSE: BUD).

7. DEFINITIONS

Unless the context otherwise requires, the following expressions have the following meanings in this announcement:

“AB InBev”	Anheuser-Busch InBev SA/NV (Euronext: ABI; NYSE: BUD; MEXBOL: ANB; JSE: ANH) (which incorporated for an unlimited duration under the laws of Belgium), or the AB InBev Group, as the context requires. AB InBev is the controlling shareholder of the Company
“AB InBev Group”	AB InBev and its subsidiaries (excluding the Group)
“Administrative Services”	IT services, outsourcing services and other administrative services provided by the AB InBev Group to the Group pursuant to the General Services Framework Agreement (as renewed and/or amended from time to time)
“Board”	the board of Directors of the Company
“Company”	Budweiser Brewing Company APAC Limited, a company incorporated under the laws of the Cayman Islands with limited liability on 10 April 2019, the shares of which are listed on the Main Board of the Stock Exchange
“Directors”	the directors of the Company

“General Services Framework Agreement”	the general services framework agreement dated 2 July 2019 (as renewed, recommenced and/or amended from time to time) between the Company and AB InBev, pursuant to which, among others, AB InBev agreed to procure members of the AB InBev Group to provide Administrative Services to members of the Group
“Group”	the Company and its subsidiaries
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Listing Date”	30 September 2019, being the date on which the Shares were first listed and from which dealings in the Shares were permitted to take place on the main board of the Stock Exchange
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended or supplemented from time to time
“Procurement Services”	procurement services provided by the AB InBev Group to the Group pursuant to the Procurement Services Framework Agreement (as renewed and/or amended from time to time)
“Procurement Services Framework Agreement”	the procurement services framework agreement dated 2 July 2019 between the Company and AB InBev, pursuant to which AB InBev agreed to procure members of the AB InBev Group to provide Procurement Services to members of the Group
“Prospectus”	the prospectus of the Company dated 18 September 2019
“Recommenced General Services Framework Agreement”	the General Services Framework Agreement as amended pursuant to the Recommencement Letter
“Recommencement Letter”	a recommencement letter dated 29 October 2025 between the Company and AB InBev, pursuant to which the General Services Framework Agreement shall be recommenced for a term of three years commencing from 30 October 2025 and ending on 29 October 2028
“Share(s)”	ordinary share(s) with a nominal value of USD0.00001 each in the share capital of the Company and a “Share” means any of them
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Strategic Services”	certain strategic advice and support services provided by the AB InBev Group to the Group pursuant to the Strategic Services Framework Agreement (as renewed and/or amended from time to time)

“Strategic Services Framework Agreement”	the strategic services framework agreement dated 2 July 2019 between the Company and AB InBev, pursuant to which AB InBev agreed to procure members of the AB InBev Group to provide Strategic Services to members of the Group
“USD”	U.S. dollars, the lawful currency of the United States of America

By Order of the Board
Budweiser Brewing Company APAC Limited
Shirley Zhu
Joint Company Secretary

Hong Kong, 30 October 2025

As at the date of this announcement, the Board of Directors of the Company comprises Mr. Yanjun Cheng as Co-Chair and Executive Director, Mr. Michel Doukeris as Co-Chair and Non-executive Director, Mr. Nelson Jamel and Mr. Ricardo Tadeu as Non-executive Directors, and Mr. Martin Cubbon, Ms. Marjorie Mun Tak Yang and Ms. Katherine King-suen Tsang as Independent Nonexecutive Directors (with Mr. John Blood, Mr. David Almeida and Ms. Katherine Barrett acting as alternates for each of Mr. Yanjun Cheng, Mr. Michel Doukeris, Mr. Nelson Jamel and Mr. Ricardo Tadeu).