

RSS Tier 1 Agreement

England and Wales 30-Day Rolling Merchant Introduction Agreement

Date: The date on which this Agreement is accepted electronically by the Client.

1. Parties

1.1 This Agreement is between:

Retail Spotter Solutions (RSS), a trading name of The Ministry Group Elevation Ltd (company number 16273971), a company incorporated in England and Wales whose registered office is at 3rd Floor, 86-90 Paul Street, London, England, EC2A 4NE (RSS); and

The individual or entity whose details are provided by the Client and submitted via the electronic onboarding form (the Client).

2. Purpose

2.1 RSS provides merchant introduction and related outreach services to help the Client access suitable retail and foodservice opportunities.

2.2 RSS operates in line with principles of honesty, integrity, respect and fair dealing. Client acceptance and ongoing engagement are based on lawful business criteria, including product fit, conduct, commercial suitability and alignment with RSS's operating standards.

3. Services

3.1 RSS shall provide such Tier 1 services as agreed in writing, which may include:

- a. reviewing the Client's product and market-readiness;
- b. outreach to potentially suitable merchants, buyers or venues;
- c. communicating agreed product details, pricing position and category fit;
- d. introducing the Client to merchants who appear to meet the agreed criteria; and
- e. reasonable follow-up connected to those introductions.

3.2 RSS may require the Client to complete a questionnaire or application form and attend an onboarding meeting before active work begins.

3.3 RSS does not guarantee listings, meetings, orders, sales, placements, revenue or any particular result.

3.4 RSS is not authorised to conclude contracts or accept orders on the Client's behalf unless separately agreed in writing.

4. Client Obligations

4.1 The Client shall provide accurate and up-to-date information about its products, pricing, capabilities, compliance position, samples and preferred lead criteria.

4.2 The Client remains responsible for:

- a. product legality, labelling, claims, pricing and supply capability;

- b. providing samples where required;
- c. handling negotiations, orders and fulfilment; and
- d. closing any commercial deal arising from an introduction.

4.3 The Client shall respond to reasonable requests from RSS within a reasonable time.

5. Operating Standards and Conduct

5.1 The Client shall deal with RSS, merchants and other third parties lawfully, honestly, professionally and respectfully.

5.2 The Client shall not engage in conduct which is abusive, discriminatory, harassing, misleading, unlawful, or reasonably likely to damage the reputation, goodwill or operating standards of RSS.

5.3 RSS may suspend the release of leads or terminate this Agreement immediately on written notice if the Client commits a material breach of this clause.

6. Commercial Terms

6.1 The fees, lead charges, batch charges, commission terms or other charges applicable to this Agreement shall be set out in an order form, proposal, invoice or other written confirmation accepted by the parties (Commercial Terms).

6.2 No retainer is payable under this Agreement unless separately agreed in writing.

6.3 Unless otherwise agreed in writing, RSS operates on a pay-before-release basis. Where RSS notifies the Client that a lead or an agreed batch of leads is ready for release, the applicable charge must be paid in cleared funds before the relevant merchant contact details are provided.

6.4 As a condition of this Agreement, the Client shall set up and maintain a valid Direct Debit mandate in favour of RSS. This requirement is additional to, and does not replace, the pay-before-release basis in clause 6.3 or any payment timing set out in the Commercial Terms. RSS may collect any fees, charges or other sums due under this Agreement using that mandate. Failure to maintain a valid Direct Debit mandate may result in suspension of services.

6.5 This Agreement does not fix pricing.

6.6 RSS may revise its standard pricing for future work by written notice. Any change to the Commercial Terms may be agreed in writing without replacing this Agreement.

6.7 If there is any inconsistency between this Agreement and the Commercial Terms, the Commercial Terms shall prevail only in relation to fees, payment timing and campaign scope.

6.8 Unless otherwise stated in the relevant Commercial Terms or invoice, invoices are payable immediately and in any event before the release of merchant contact details.

6.9 Without prejudice to any other right or remedy, RSS may charge statutory interest and fixed recovery costs on overdue sums in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and related regulations.

7. Term and Termination

7.1 This Agreement starts on the date above and continues on a rolling 30-day basis unless terminated under this clause.

7.2 Either party may terminate this Agreement by giving not less than 30 days' written notice.

7.3 Either party may terminate immediately by written notice if the other party:

- a. commits a material breach and, where capable of remedy, fails to remedy it within 7 days of written notice; or
- b. becomes insolvent or ceases trading.

7.4 Termination does not affect any accrued rights, fees or unpaid invoices arising before termination.

8. Confidentiality

8.1 Each party shall keep confidential all non-public commercial, technical and business information received from the other party and shall use it only for the purposes of this Agreement, except where disclosure is required by law.

9. Data Protection

9.1 Each party shall comply with applicable UK data protection law. Unless otherwise agreed in writing, each party acts as an independent controller in respect of personal data handled under this Agreement.

9.2 Once merchant contact details are provided to the Client, the Client is responsible for its own handling, use, storage and follow-up communications in compliance with applicable data protection and privacy law.

10. Liability

10.1 RSS shall perform the services with reasonable care and skill.

10.2 RSS shall not be liable for:

- a. the Client's failure to convert an introduction into a deal;
- b. merchant decisions, delays, refusals or cancellations; or
- c. loss of profit, loss of opportunity, loss of goodwill, or any indirect or consequential loss.

10.3 Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability which cannot lawfully be excluded or limited.

10.4 Subject to clause 10.3, RSS's total liability arising under or in connection with this Agreement shall not exceed the total amount paid or payable by the Client to RSS in the 3 months preceding the event giving rise to the claim.

11. Notices

11.1 Any notice under this Agreement must be in writing and sent by email to the latest email address notified by the receiving party for contractual notices, or delivered by hand or sent by pre-paid first-class post to its registered office or principal business address.

11.2 A notice sent by email shall be deemed received at the time of transmission if sent before 5.00 pm on a business day, or at 9.00 am on the next business day if sent later. A notice sent by post shall be deemed received 2 business days after posting.

12. General

12.1 This Agreement constitutes the entire agreement between the parties regarding its subject matter.

12.2 Any variation to this Agreement or the Commercial Terms must be in writing and agreed by both parties.

12.3 If any provision is held invalid or unenforceable, the remainder shall continue in full force.

12.4 This Agreement may be signed electronically and in counterparts.

13. Governing Law

13.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

14. Execution

14.1 This Agreement is entered into on the date of electronic acceptance by the Client.

14.2 By ticking the acceptance box, the Client confirms that they have read, understood and agree to be bound by the terms of this Agreement.

14.3 Electronic acceptance via the checkbox shall constitute valid and binding acceptance of this Agreement.