

RSS CLIENT SERVICES AGREEMENT

This Agreement is between The Ministry Group Elevation Ltd, company number 16273971, trading as Retail Spotter Solutions (RSS), of 3rd Floor, 86-90 Paul Street, London, England, United Kingdom, EC2A 4NE ("RSS"), and the business client identified in the application or electronic acceptance process through which this Agreement is accepted ("Client"). The Agreement takes effect when the Client electronically accepts it through the method provided by RSS.

1. Service and Buyer Opportunities

1.1 RSS connects business clients with potentially suitable buyers. The Client selects Standard or Premium in its application or other written instruction accepted by RSS. RSS does not guarantee any minimum number of Buyer Opportunities or that a buyer will ultimately place an order or enter into a commercial transaction.

1.2 A "Buyer Opportunity" means a buyer which has shown genuine interest in the Client's product or relevant product category and which RSS is prepared to introduce or make available under the selected service level. RSS takes reasonable steps to establish that a Buyer Opportunity reflects genuine buyer interest at the time it is provided. Genuine interest does not guarantee that the buyer will ultimately purchase the Client's product or enter into a Qualifying Commercial Transaction. **1.3** Standard provides access to the Buyer Opportunity and a basic handover. Premium includes the Standard service plus a managed handover, under which RSS supports the introduction and orderly transfer of the buyer conversation to the Client. RSS may change operational details of its handover process from time to time provided the essential service described above is maintained. **1.4** Catalogue and additional promotion. RSS may, from time to time and subject to availability, include the Client's products in a printed or digital buyer catalogue or other promotional material. Catalogue inclusion is an additional benefit provided at no separate charge and is not guaranteed. RSS may determine its timing, format, frequency and method of distribution and may delay, suspend or omit catalogue inclusion without affecting fees payable for Buyer Opportunities provided under this Agreement. RSS may also, at its discretion, promote or present the Client's products directly to suitable buyers from time to time. Any such activity is supplementary to the services under this Agreement.

1.5 RSS makes introductions and supports handover only. RSS is not the buyer, seller or contracting party in a transaction between the Client and buyer. The Client and buyer are solely responsible for product terms, pricing, orders, payment, delivery, returns, credit, sale or return arrangements and any resulting commercial contract.

2. Samples, Sale or Return and Client Responsibilities

2.1 As a condition of using RSS, the Client must agree in its application to offer buyers: **a.**

a sample of the relevant product or SKU;

b. sale or return; or

c. both.

The Client may decline a Buyer Opportunity before accepting it. If the Client declines the opportunity, it is not required to supply a sample or offer sale or return in respect of that opportunity. Once an opportunity is accepted, the Client must honour the sample or sale or return option it has selected where reasonably requested by that buyer.

2.2 A sample is supplied without a commitment by the buyer to purchase. "Sale or Return" means stock is supplied for genuine retail sale under commercial terms agreed directly between the Client and buyer, with the treatment of unsold stock, payment, returns or credit governed by their agreement. RSS may recommend sale or return but does not negotiate, administer or become liable under that arrangement.

2.3 The Client is responsible for the legality, safety, quality, labelling, availability, pricing, fulfilment and accuracy of information relating to its products. Following an accepted handover, the Client must make the required initial contact or response within 3 Working Days and make a reasonable effort to progress the opportunity. A "Working Day" is Monday to Friday, excluding public holidays in England. **2.4** The Client must notify RSS in writing of any material change that could affect buyer presentation or handover, including changes to pricing, SKUs, packaging, product availability, fulfilment, sample terms, sale or

return terms or temporary unavailability. Planned changes must be notified at least 7 Working Days in advance, where reasonably practicable. Unexpected changes must be notified immediately after the Client becomes aware of them. If RSS has already generated or progressed an opportunity in reasonable reliance on the previous information, the applicable fee or deduction remains payable.

3. Qualifying Commercial Transaction and Reporting

3.1 A "Qualifying Commercial Transaction" occurs when a buyer accepts a genuine commercial arrangement for the Client's product, including a normal purchase or order, or an agreed sale or return arrangement. A free sample or product supplied without any commercial commitment is not a Qualifying Commercial Transaction.

3.2 The Client must notify RSS in writing within 3 Working Days after a Qualifying Commercial Transaction occurs. The relevant cut-off date is the date the transaction actually occurred or was agreed, not the date RSS was notified. RSS may carry out reasonable checks with the Client or buyer and may request reasonable evidence to verify transaction status. Knowingly withholding or misrepresenting transaction information is a material breach of this Agreement. **3.3** If RSS supplies additional Buyer Opportunities after a Qualifying Commercial Transaction has occurred because RSS has not yet been informed, those later opportunities will not be charged where the Client reports the transaction within the required 3 Working Days. If the Client reports the transaction late, each additional Buyer Opportunity supplied after the actual transaction date and before RSS was informed may be charged at the then-current Standard fee, whether the Client is on Standard or Premium.

3.4 Where a buyer has responded to the Client, the Client must provide RSS with a written outcome update no later than 7 Working Days after the buyer's first response, confirming whether a Qualifying Commercial Transaction has occurred, discussions remain ongoing, or no transaction has occurred. If no Qualifying Commercial Transaction has occurred by that time, the normal Standard fee or Standard-equivalent deduction will apply, and Sales Assurance may continue. If the Client fails to provide the required update without reasonable explanation, RSS may suspend further Buyer Opportunities. During suspension, any remaining Premium credit will be frozen and will not automatically become earned solely because the Client has failed to respond. If the required update remains outstanding for 30 calendar days after it became overdue, RSS may terminate the Agreement for non-cooperation. Any unused credit may then be forfeited. RSS may, at its discretion, take account of a genuine and reasonable explanation for the Client's failure to respond.

3.5 The Client must continue to notify RSS within 3 Working Days of any Qualifying Commercial Transaction arising from a Buyer Opportunity where that transaction occurs within 90 calendar days after the handover.

The 90-day period is a reporting and attribution period only. It does not by itself create an additional fee, reopen a completed Sales Assurance cycle or affect a later Sales Assurance cycle. If the transaction occurs while the same Premium Sales Assurance cycle is still active, the normal Sales Assurance rules apply. The remaining balance for that cycle becomes earned on the actual transaction date, and that cycle ends.

If the relevant Sales Assurance cycle had already ended before the transaction occurred, RSS will record the transaction only. The completed cycle will not be reopened; a later Sales Assurance cycle will not be altered, and no additional charge will arise solely because the buyer completed the transaction later.

3.6 If RSS later establishes that a Qualifying Commercial Transaction occurred while a Premium Sales Assurance cycle was still active but was not reported as required, RSS may correct that affected cycle using the actual transaction date.

The remaining balance that existed within that cycle on the actual transaction date will be treated as earned in accordance with Sales Assurance. Any Buyer Opportunities supplied after that transaction date which were incorrectly treated as being funded from that same cycle may be charged separately at the then-current Standard fee.

RSS will not retrospectively reopen or alter a later genuine Premium Sales Assurance cycle solely because an earlier transaction was subsequently discovered.

Knowingly concealing or misrepresenting a Qualifying Commercial Transaction is a material breach of

this Agreement.

3.7 Illustrative Example Only. The figures in this example are not actual RSS prices and are included only to explain how clause 3.6 operates.

Assume a Premium Sales Assurance cycle begins with £70 of credit. An unsuccessful Buyer Opportunity results in a £15 Standard-equivalent deduction, leaving £55.

A second buyer then completes a Qualifying Commercial Transaction while that same cycle is still active. Had the transaction been reported correctly, the remaining £55 would have become earned on that transaction date, and the cycle would have ended.

If the transaction is not reported and RSS subsequently provides further Buyer Opportunities which are incorrectly treated as being funded from that same cycle, RSS may correct the cycle using the actual transaction date. Those later opportunities may then be charged separately at the applicable Standard fee.

If the Client subsequently made a new full Premium payment and began a genuinely new Sales Assurance cycle, that later cycle would remain unaffected.

4. Buyer Non-Response

4.1 Following an accepted handover, the Client must make the required initial contact within 3 Working Days. The Client must then allow the buyer at least 5 full Working Days to respond. If no response is received, the Client must notify RSS no later than the end of the seventh Working Day following the Client's initial contact.

4.2 RSS may request reasonable evidence of the Client's contact and the absence of a response. Depending on the communication method, this may include a forwarded email, dated email or WhatsApp correspondence, a screenshot, call log, voicemail record or other suitable communication record. The Client may redact information that is not relevant to RSS's verification. RSS will only request and use information reasonably necessary to determine whether the non-response conditions have been met. RSS may also verify the position directly with the buyer. **4.3** If RSS is reasonably satisfied that the buyer gave no initial response, no Standard fee or Standard-equivalent Premium deduction will apply to that opportunity. If the Client fails to notify RSS within the required period without a reasonable explanation, RSS may treat the opportunity as chargeable.

4.4 An automated acknowledgement, delivery receipt or out-of-office message does not by itself constitute a buyer response. If the buyer initially responds and subsequently stops communicating, the applicable fee or deduction remains payable.

5. Premium Sales Assurance

5.1 Premium includes Sales Assurance. The Client prepays the applicable Premium fee as a credit balance. If an accepted Buyer Opportunity does not result in a Qualifying Commercial Transaction, RSS does not take the full Premium balance for that unsuccessful opportunity. Instead, RSS deducts the then-current Standard fee because the buyer access and opportunity element of the service has been provided. The remaining balance continues as credit towards further Premium Buyer Opportunities.

5.2 RSS will continue to provide qualifying Premium opportunities under that balance while sufficient credit remains to cover the then-current Standard fee. When a Qualifying Commercial Transaction occurs, the remaining balance attached to that Premium payment becomes earned by RSS, and no additional top-up is required for that successful opportunity. A new Premium payment is required before a further Sales Assurance cycle begins.

5.3 If the Premium balance becomes insufficient to cover another Standard-equivalent deduction before a Qualifying Commercial Transaction occurs, the Client must make a new full Premium payment at the then-current accepted Premium rate before further Premium opportunities are provided. Any residual balance from the previous payment remains separately recorded as Client credit and is not lost or deducted from the amount of the required new Premium payment. If the Client later downgrades to Standard, residual credit will be applied towards future Standard opportunity fees.

5.4 Sales Assurance applies only where the Client complies with this Agreement, responds within the

required times, provides materially accurate information, makes a reasonable effort to progress accepted opportunities and honours the sample or sale or return commitment applicable to an opportunity after accepting that opportunity. RSS may suspend Sales Assurance or decline further Premium opportunities while a material breach remains unresolved. A serious or repeated breach may result in termination.

6. Fees and 30-Day Service Level Period

6.1 The applicable Standard and Premium fees are set out in the RSS Client Application, Service Selection & Pricing Acceptance Form, pricing schedule, quotation, order form or other written pricing accepted by the Client. Prices and promotional terms are intentionally not fixed in this Agreement. A revised price applies only when accepted by the Client in writing or electronically and does not retrospectively alter fees already earned or credit already applied. If revised pricing is not accepted, RSS may stop offering new opportunities or terminate the Agreement.

6.2 The Client's selected service level applies for 30 days at a time. Unless changed in accordance with this clause, the same service level continues into the next 30-day period. The 30-day service level period does not create a monthly retainer. Fees arise only in accordance with the selected service level and accepted pricing.

6.3 A downgrade from Premium to Standard requires at least 7 calendar days' written notice before the end of the current 30-day period. The downgrade takes effect at the start of the next period. If notice is received later than this, Premium will continue for the following 30-day period, and the downgrade will take effect at the end of that following period. RSS is not required to remind the Client of the downgrade deadline.

6.4 A Standard Client may request an upgrade to Premium at any time. The upgrade takes effect as soon as reasonably practicable after RSS processes the request and receives the applicable Premium payment. A new 30-day period begins on that date. Any Standard fee already paid or earned remains payable and is not credited against the Premium payment.

6.5 A Buyer Opportunity accepted under Premium before a downgrade becomes effective will continue to be handled under Premium until that handover is completed. New opportunities arising after the downgrade date are handled under Standard. Unused Premium credit carried into Standard is applied against future Standard opportunity fees. Where remaining credit is less than the applicable Standard fee, the Client pays only the difference for that Standard opportunity.

7. Buyer Protection and Non-Circumvention

7.1 Until RSS authorises the handover, the Client must not directly or indirectly contact, approach, negotiate with or intentionally visit for commercial purposes a buyer identified through RSS in relation to that opportunity, or otherwise attempt to bypass the RSS process. This restriction applies whether the Client accepts, declines or rejects the Buyer Opportunity. The Client may carry out ordinary research about the buyer. This restriction does not apply where the Client promptly discloses and can reasonably demonstrate a genuine pre-existing commercial relationship with the buyer.

7.2 For 90 days after termination, clause 7.1 continues to apply only to buyers already disclosed by RSS where RSS had not authorised the handover before termination. Deliberate circumvention is a material breach. The applicable opportunity fee remains payable, and RSS may terminate the Agreement or withdraw Sales Assurance in respect of the affected opportunity.

8. Termination, Credit and Liability

8.1 Either Party may terminate this Agreement by written notice, subject to the service-level period provisions above. A Client that terminates voluntarily forfeits unused credit. If the Client terminates because of a material breach by RSS which is established, RSS will refund the unused credit balance only. If RSS terminates for its own convenience, RSS will refund the unused credit balance. If RSS terminates because of fraud, abuse, non-payment, unlawful conduct, circumvention or another serious Client breach, no automatic refund entitlement arises. RSS may set off sums properly due before making any refund.

8.2 Termination may not be used to circumvent the service-level change provisions. If a Client terminates during a 30-day period and seeks to rejoin before that period would have ended, RSS may require the previous service level to remain applicable until the original period end date. **8.3**

Termination does not affect rights, fees or deductions already earned, an accepted opportunity already in progress, the 90-day protection in clause 7.2 or any provision intended to continue after termination.

8.4 RSS will use reasonable care and skill in providing its services but does not guarantee buyer conduct, continued buyer interest, a purchase, payment by a buyer or any particular commercial outcome. Subject to liability which cannot legally be excluded, neither Party will be liable for indirect or consequential loss. RSS's total aggregate liability arising from this Agreement will not exceed the total fees paid by the Client to RSS under this Agreement during the 6 months preceding the event giving rise to the claim. Nothing excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any liability which cannot lawfully be excluded or limited.

9. General and Electronic Acceptance

9.1 The Client confirms that it enters into this Agreement wholly or mainly for business purposes and not as a consumer. The RSS Client Application, Service Selection & Pricing Acceptance Form and any other pricing accepted in writing or electronically form part of the Parties' commercial arrangement. If there is a conflict, this Agreement takes priority on legal and service terms, while the most recently accepted pricing governs the applicable fees.

9.2 This Agreement contains the entire agreement concerning the services described here. Changes to its principal terms must be agreed in writing by both Parties. RSS may make reasonable operational changes which do not materially reduce the service expressly promised under the selected service level. If any provision is unenforceable, the remaining provisions continue in effect. A delay or failure to enforce a right does not waive that right.

9.3 This Agreement is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction. The Client accepts this Agreement electronically through the method provided by RSS. By accepting, the person completing the acceptance confirms that they are authorised to accept this Agreement on behalf of the Client and that the Client intends to be legally bound by its terms.