

Brand Agreement – Discovery Stand by Launch

Parties

This Agreement is between:

- **Launch Consulting Ltd** (trading as “Discovery Stand”), (“Launch”, “we”, “us”)
- The Participating Brand (“Brand”, “you”)

Definitions

Discovery Stand means – a fixture provided or otherwise by Launch Consulting to a retailer for the sole purpose of listing brands participating in the Discovery Stand subscription package through Launch Consulting

Independent Retailers – partner stores we work with for the Discovery Stand programme

Operational Needs – refers to anything that is needed from an operational standpoint to ensure an efficient and effective service to all parties

Product means - items provided by brands to retailers for free or otherwise

SKUs – Stock Keeping Units, industry term referring to various products included within the offering.

Shelf/Shelves means – the physical location allocated to brands within the Discovery Stand fixture

Trial Placement means - the period of time defined by Launch consulting for which the retailer and brand agree to adhere to the terms of the Discovery Stand

Fill the Shelf – Refers to the bundle agreed by brands and Launch Consulting prior to joining the Discovery Stand Programme, that will fill the shelf appropriately, not exceed the agreed wholesale price and include an exclusive 50% minimum margin for the trial period.

Purpose

We agree to include your Products on our Discovery Stand for Trial Placements with Independent Retailers.

1. Term & Notice

- Agreement runs on a rolling monthly basis.
- Either party may terminate upon giving **30 days’ written notice, effective end of the calendar month.**

2. Subscription & Payment

- You will be invoiced monthly for your subscription package accordingly.
- Payment is due in advance of each month's allocations.

3. Trial Allocations

- Launch will guarantee the agreed minimum number of Trial Placements per 12-month period, subject to timely supply of stock. This does not have to be divided equally per month and is a full year guarantee.
- You agree to ship "fill the shelf" bundles directly to allocated retailers in week 4 of each cycle unless using Launch's distribution service.
- If the products [SKUs] contained in the "fill the shelf" bundle must change due to being out of stock or unavailable for any other reason you must inform us and amend the bundle during week 1 or 2 of each phase.

4. Compliance & Liability

- You must ensure all Products comply with UK/EU regulations for labelling, allergens, food safety, and EHO requirements.
- You hold all liability for your Products.

5. Shelf Allocations & Retailer Selection

- Retailers select three of five shelves each month.
- Launch controls two shelves and will place your products according to which subscription package you have chosen and operational needs.

6. Non-Compete

- For 12 months after termination, you agree not to participate in any competing service offering a materially similar service across independent retailers.

7. Publicity

- You agree Launch may use your brand name, logo, and imagery in PR, case studies, and marketing, including social media.

8. Relationships

- Launch holds the retailer relationships and will connect you upon request of a Retailer. We recommend that you attend the store to support your Trial Listing, but please liaise with Launch for the correct contacts and approach in the first instance.

9. Liability

- Launch is not responsible for any loss, damage, or injury caused by your products.
- Launch's total liability to you in any 12-month period is limited to the total fees paid by you to Launch in that period.

10. Entire Agreement

- This Agreement supersedes all prior discussions. Changes must be in writing and agreed by both parties.