

11/8/19

COBRAM ESTATE

BRAND MARKETING & STRATEGY

CBX

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CATEGORY REINVENTION IS YOURS FOR THE TAKING

Marissa, Alan,

Thanks again for your time on the phone and for including us in your partner search. Cobram Estate is a runaway success waiting to happen, with a lot of the pieces in place: a disruptive logo, deep category knowledge, a good start to distribution, some unique characters, and an ambitions growth plans.

But there is so much richness to the brand that's yet to be discovered here in the US that we believe to be not just compelling, but differentiating. We can get you there.

We've designed a program to fill in the pieces we discussed together — crystalizing your research, defining your customer personas and a masterbrand to serve them, structuring a flexible go-to-market portfolio architecture, and evolving the existing offering. Further, we have a keen understanding of what's to come (e.g., brand extensions, retail strategy, SKU definitions, naming, activation), and are truly excited about partnering with you.

The below is our initial thinking; we are of course consultants and are delighted to sit with you, refine or expand the plans to suit your need, and ensure we help you to success, including building Board-ready presentations for February.

Again, thank you, and looking forward to working together.
The CBX Team



YOUR OPPORTUNITY

PEOPLE WILL LOVE YOU ONCE THEY GET TO KNOW YOU

Like coffee and wine, the EVOO category is largely dependent on processes, provenance, and price.

And, while your processes are superior, your dual-hemisphere provenance is distinctive, and your award-winning oils are a bargain at twice the price, there's even more that sets you apart.

We believe that Cobram is a different kind of brand, with a one-of-a-kind character.

Our first order of business will be to help you bring your one-of-a-kind brand character and personality to the fore, weaving it through all aspects of your brand expression—from positioning, through architecture, naming, and design.

YOUR OPPORTUNITY

HOW WE'LL GET YOU THERE

Our recipe for success has five parts:

1	Moving beyond rational decision trees and tapping into the emotions that make you unique, identifying the people who we'll have fall in love with you.
2	Telling a whole story for the brand, one that allows for growth and stretch, clear portfolio architecture, and differentiation between pillars.
3	Articulating your "intangibles" — what you believe — and the "tangibles" — how you behave, how you come to life, and what decisions you make moving forward.
4	Creating a visual system that meets semiotic expectations but looks like no one else.
5	Giving you the tools to bring your brand story to more retailers across the US in a way that delights your founders, the board, your customers, and the US team.



WORKING TOGETHER

HOW WE DO IT

Based on your objectives, we've developed the proposal, including the phases listed here, each of which is detailed in the following pages.

1 DISCOVER
IMMERSION & DISCOVERY

2 DEFINE
MASTERBRAND REFINEMENT
PORTFOLIO ARCHITECTURE & PRODUCT POSITIONING

3 DESIGN
VERBAL IDENTITY
BRAND FUTURE WORKSHOP
PACKAGING GRAPHICS

DISCOVER

IMMERSION & DISCOVERY

Align on project objectives and gather insights to develop a foundational brand strategy.

- Kickoff and alignment meeting to review client project brief, project objectives, success criteria, key milestones, and deliverables
- Audits and gap analysis, which may include:
  - Existing research
  - Brand audit, including current visual system and verbal identity
  - Competitive and market audit
  - Mentor brand and analog audit
  - Purchase drivers and current perception
  - Consumer research and insights review
  - Business plans and business strategy review
- During this phase, we may discover that additional research is required to achieve Cobram Estate's goals. CBX will provide an addendum to this proposal if needed
- 5–7 internal & external interviews of about 30 minutes each to understand unique perspectives on key challenges and opportunities for the brand
  - Internal interviews may include members of the Cobram Estate board, C-suite, marketing team, sales team, etc.
  - External interviews may include chefs, wine experts/entrepreneurs, and/or food writers
- In-store landscape audit of 2 local market retail locations with core Cobram Estate team to discuss channel strategy, consumer and channel dynamics, at-shelf presence, and decision tree by distance — 10ft / 5ft / 2ft

DELIVERABLES:

Findings presentation, including summary of analysis, where Cobram Estates stands in marketplace, where opportunities exist, and alignment on next steps

TIMING:

2 weeks

DEFINE

MASTERBRAND REFINEMENT

We will clearly define the brand positioning and bring it to life by creating an authentic and unmistakable manner in which it looks, speaks, and acts.

- Develop 2 masterbrand positioning platforms, which include the following:
  - Clarify the consumer target persona and opportunity areas
  - Develop the central insight
  - Create brand building blocks and identify the brand's "why," "how," and "what," including:
    - Who we are
    - What we do
    - How we do it
    - Why it matters

- Co-creation workshop to review the masterbrand positioning platforms. Following the workshop, CBX will finalize 1 positioning platform. This includes:
  - Target consumer refinement
  - Articulation of a central insight for the masterbrand
  - Development of core brand truths
  - Character/archetype
  - Personality
  - Behaviors
  - Engagement principles
  - The "elevator pitch"

DELIVERABLES:

Refined and finalized brand positioning platform

TIMING:

2–3 weeks

DEFINE

PORTFOLIO ARCHITECTURE & PRODUCT POSITIONING

We will define the portfolio vision, goals, objectives, and architecture.

- Develop 1 portfolio architecture strategy, defining the role of each sub-brand and its connection to the masterbrand. The portfolio model will include:
  - Organizing principle: where purpose meets consumer need
  - Pillars: need-based categories we use to organize our products and from which the Cobram Estate brand can grow
  - Consumer need state, drivers, and motivations
  - Portfolio today and tomorrow
  - Role of variants
  - Identification of gaps & inefficiencies

- CBX will lead a co-creation workshop with the Cobram Estates team to review, discuss, build consensus, and align on the portfolio architecture strategy. After the workshop, we will:
  - Develop brand guardrails: a guide to what the brand is/is not to enable consistent execution
  - Identify white-space strategy, including underdeveloped opportunity areas and brand approach to execute
  - Finalize (if needed) the product line positioning for the Select and Essentials lines
  - Develop implications for naming or sub-brand naming

DELIVERABLES:

Final Cobram Estate portfolio architecture

TIMING:

2–3 weeks

DESIGN

VERBAL IDENTITY

Building on the positioning and personas, we will define the principles behind how to write and speak in a way that is unmistakably connected to your brand.

Messaging Framework

- Develop a clear and actionable messaging framework — WHAT we want to communicate — based on the overarching Brand Meaning, Value Proposition and RTBs, with specific tactics for each distinct audience (consumers, trade, retail). This includes Cobram Estate brand messages, brand story, features, benefits, claims, attributes, and audience-specific messaging

Voice Principles

- Development of voice principles & writing tactics used to ensure written communication (across all touchpoints, internally & externally) is cohesive and always on-brand

DELIVERABLES:

Messaging framework that conveys the brand's key messages; how we talk about the brand vs. the products; unique points of differentiation; outlines key proof points (RTBs); maps the new messaging to Cobram Estate's top audiences

TIMING:

1–2 weeks

DESIGN

BRAND FUTURE WORKSHOP

Design strategy harnesses the power of brand into visual meaning and creative execution that grows brand value.

Design Strategy

- Category code identification, including semiotic deconstruction and analysis of category signs and symbols in a frame that deconstructs residual, dominant, and emerging visual codes in the category

- Creation of 2 design story platform boards — we quickly unpack the updated product line positioning and visually position each product line. The design stories will consist of mood boards (semiotic coding around color, texture, and image with written text)
  - Creation of "stretch packaging" — 1–2 speculative package designs within each design story platforms. These sample designs (including sample naming and pack copy) are purely illustrative to bring to life the different design story platforms and facilitate conversation to ensure we are aligned

Brand Future Workshop

- CBX will lead a co-creation workshop with the Cobram Estates team to review, discuss, build consensus, and select 1 design story (with associated "stretch packaging"). Following the meeting, CBX will provide revisions to 1 design story (with associated stretch packaging) for use at the February 5 board meeting

DELIVERABLES:

- Category code identification
- Design story platform boards with "stretch packaging"

TIMING:

2–3 weeks

DESIGN

PACKAGING GRAPHICS

Explore a range of graphic design elements that are ownable, differentiating, and equity building, and communicate the refined positioning.

1. Graphics Exploratory

- Creation of 2–3 package graphic systems per product line based on the selected design story and examining the following:
  - Brand/sub-brand mark
  - Communication hierarchy
  - Graphic, typographic elements
  - Photography/illustration style
  - Color system
  - Variant identification and differentiation
  - The systems will be shown on 1–2 SKUs within each line
- Meeting to review the concepts and select 1 concept for further development

2. Graphics Refinement

- Design refinements to 1 selected concept per product line
- Meeting/teleconference to review the refinements and discuss further development

3. Design Extension/Finalization

- Design extension to 1–2 additional items (per product line) to explore differentiation and communication of the various products within each line
- Initial all-panel layout design development to 1 SKU (per product line), which will address:
  - Brandmark positioning and proportion
  - Application of colors, graphics, and/or photography
  - Product descriptor positioning and proportion
  - Mandatory copy
  - Romance copy, usage, and cross-sell (if applicable)
- One round of refinements to the initial all-panel layout
- Following review and approval of the initial all-panel layout, design adaption to the remaining 2 items (per product line)

DESIGN

PACKAGING GRAPHICS (CONT'D)

4. Photography/Illustration

- Coordination and supervision regarding photography, illustration, retouching, and/or stock photography artwork, as needed

5. Mechanical Design File Release

- Pre-production meeting/teleconference with the Cobram Estates production team and designated external partners (e.g., separators, printers) to discuss and confirm all specifications and requirements
- Preparation of up to 3 mechanicals (per product line) as digital files built to meet specifications and requirements agreed to in the pre-production meeting/teleconference
- Determination of SKU priorities and schedules, as necessary
- Up to 2 rounds of readers for review and minor copy and layout revisions
- Discussions to turn over artwork and discuss specifics

DELIVERABLES (per product line):

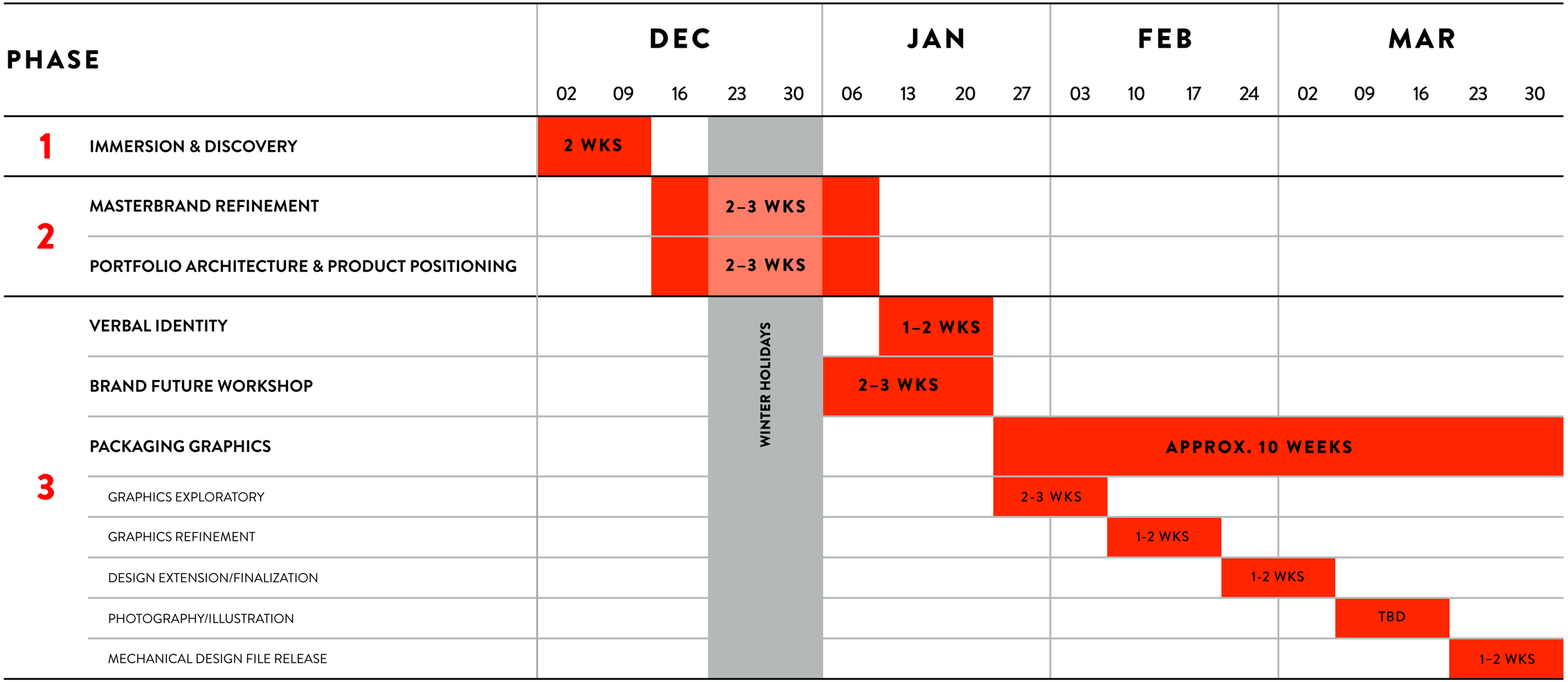
- 2–3 initial package graphic systems
- Design refinements to 1 selected concept
- Design extension/finalization to 1 selected concept
- Release of up to 3 mechanical design files

TIMING:

Approx. 10 weeks

PHASE NOTES:
We often conduct qualitative and quantitative testing for packaging validation and consumer feedback after this phase. If this is required, we can adjust our proposal accordingly.

PROJECT TIMELINE



OTHER WAYS WE CAN HELP IN THE FUTURE

CBX would be happy to help with other services not included in this proposal. Please let us know if we can supply any other information.

- Name or Sub-Name Development
- Validation Research
- Brand Guidelines
- Brand Training
- Retail Strategy
- Architecture and Portfolio Strategy
- Extension to Additional SKUs
- Brand Launch Campaign
- Content Strategy & Copywriting
- Social Media Strategy & Execution
- Event Design & Production (Internal and External)
- Sales Collateral
- Image Library

BUDGET NOTES

AGENCY FEE NOTES

The agency fees in this proposal cover CBX staff time on the project. Project rate levels are reflective of the methodology outlined in this document. Changes in the scope or timing of the project may result in changes to the fee levels.

OUT-OF-POCKET EXPENSES

Standard out-of-pocket (OOP) expenses include items such as color prints, reference materials, special art materials, and/or other ancillary costs. These expenses will be charged at a flat fee of 15% of the estimate's professional fees, and do not include travel/travel related expenses, color proofs, or shipping.

THIRD-PARTY EXPENSES

This proposal does not include third-party production and associated buyout costs, such as photography, illustration, stock imagery, fonts, legal pre-screens, and/or custom hand-lettering, which may be required for the final execution and production of the approved concept. Third-party costs will be estimated as required and submitted for approval prior to proceeding on a separate estimate.

It is recommended that the above costs be considered when securing project funding and budgets.

TERMS & CONDITIONS

1. **AGENCY SERVICES**

   CBX will perform the services (the "Services") outlined in Client-approved estimate(s) (the "Estimate(s)"), which will include the scope of work ("SOW"), CBX compensation and fees ("Fees"), proposed timelines and other terms related to the Services to be provided under the Estimate. Any changes in scope, timing or costs will be incorporated into a revised Estimate for Client approval.

2. **TERM AND TERMINATION**

   (a) Term. The term of this Agreement shall commence as of the date above and continue until completion of the Services under any applicable Estimate, unless earlier terminated consistent with the terms of this Agreement or extended by mutual agreement of the Parties.

   (b) Termination. Either Party may terminate this Agreement for convenience on sixty (60) days prior written notice to the other Party. All rights, duties, obligations and liabilities of the Parties pursuant to this Agreement shall continue in full force and effect during any notice period. Termination of this Agreement shall not relieve Client of its obligation to pay CBX for all Fees for Services completed or in process pursuant to an Estimate, as well as all costs, expenses and other amounts due CBX up to the effective date of termination.

3. **COMPENSATION AND BILLING**

   (a) Professional Fees. All fees are quoted NET US dollars. CBX is not responsible for any additional duties, taxes, or fees imposed by regulatory or government agencies and will only be responsible for taxes as required by US federal and state laws and governance. Client agrees to pay CBX the Fees specified in each Estimate. Unless otherwise specified, for Estimates with a timeline less than four (4) months, Fees will be invoiced by CBX and paid by Client 50% upon approval of Estimate and 50% upon completion of the Services. For Estimates with a timeline greater than four (4) months, Fees will be invoiced by CBX and paid by Client 50% upon approval of Estimate, 25% midway through the timeline and 25% upon completion of the Services. In the event Client elects to terminate a signed Estimate, CBX will receive a pro-rata portion of the fees calculated through date of termination or 50% of the Fees and any markup on the Estimate, whichever is greater. In addition CBX will be reimbursed in full on all expenses incurred through date of termination.

   (b) Expenses. Client shall pay CBX at CBX's net cost for all goods, services, facilities purchased, licensed or otherwise obtained by CBX from a third party supplier for Client's account (collectively, "Expenses"), including, without limitation, artwork, layouts, engravings, electrotypes, license fees and rights, production, printing, photography, props, talent fees, typography, research/facility costs, hand lettering, digitalized artwork, illustrations, custom typography, 3-D model development, special art materials and retouching, plus a 20% supervision and administration fee. Client shall pay CBX's net cost for travel expenses, including transportation, meals, hotel, and other related expenses and for shipping. Liability for sales or use or similar taxes and any penalties and interest charges due on these taxes will be the sole responsibility of and payable by Client. A flat rate of 15% of Fees on all Estimates will be charged for standard out-of-pocket costs, such as color prints, presentation, art and reference materials. Client agrees to pay all CBX invoices within 30 days of invoice date. CBX reserves the right to charge Client interest at prevailing market rates on any past due balances, and in case of late payment or impairment of Client's credit, to change the payment terms under this Agreement to cash-in-advance.

4. **OWNERSHIP**

   (a) All design, name, mark, logo or other tangible materials in final form that are created by CBX for Client pursuant to this Agreement and that are approved, selected and fully paid for by Client (collectively, "Work Product") will become the exclusive property of Client. CBX is not responsible for alterations made by Client or any third party to Work Product delivered hereunder. All other designs, names, marks, logos, and materials developed by CBX in rendering the Services which are not selected by Client remain the property of CBX, and will be available to Client pursuant to mutually agreed incremental compensation to CBX.

   (b) CBX materials in existence prior to this Agreement or created outside the scope of this Agreement ("CBX Property"), including, without limitation, proprietary research tools, databases, specialized applications, software applications, computer programming and/or coding developed by or for CBX, excluding any materials provided by Client, remain the sole and exclusive property of CBX. CBX hereby grants a worldwide, fully paid-up, perpetual, non-exclusive, nontransferable license to Client to use CBX Property solely as integrated into the Work Product. For clarity, it is understood that CBX shall own all modifications, improvements or enhancements to CBX Property.

5. **REVIEW**

   (a) Client is solely responsible for legal review of all Work Product prior to use, including all patent, trademark and copyright searches and applications. Client hereby agrees that it is solely responsible to consult its own legal counsel on a timely basis to determine the availability, registerability and protectability of the Work Product, including, without limitation, proposed designs, names, marks, logos and other materials, prior to use. Client expressly acknowledges that CBX shall have no responsibility or obligation to research, evaluate, assess or determine the availability for use, registerability and/or protectability of the Work Product, including, without limitation, proposed designs, names, marks, logos and other materials created, prepared and/or submitted to Client hereunder.

   (b) It is the responsibility of Client to check, confirm and approve all production files, packaging, copy, tolerances, color, printing specifications and contractor details prior to printing, manufacture or any other use. Client hereby agrees that CBX will not be liable for any adjustments, charges, reprinting or retooling required by Client or its subcontractors necessary to accommodate production requirements. In the event CBX's Services include acting as Client's agent in the purchase of services for or management of Client's suppliers, such as the supervision of printing, CBX will not be liable for the performance of Client's suppliers or for the results of CBX's reasonable professional judgment used in supervision of such suppliers

6. **TERM AND TERMINATION**

   (a) CBX shall defend, indemnify and hold Client harmless from and against any loss, cost, liability or damage (including reasonable attorneys' fees and costs and the cost of any settlement) ("Loss") resulting from any third-party claim, suit or proceeding (each, a "Claim") against Client based on CBX's breach of this Agreement.

   (b) Client shall defend, indemnify and hold CBX harmless from and against any Loss resulting from any Claim against CBX arising from: (i) information or materials provided to CBX by Client; (ii) any Work Product or Services which were approved by Client prior to use; (iii) expenses, including reasonable legal fees, incurred by CBX in connection with any subpoena, discovery demand or other legal directive served upon CBX that relates to Client; (iv) risks or restrictions which CBX brought to Client's attention in advance of Client's election to proceed; or (v) the nature, use or sale of Client's products or services.

   (c) The foregoing indemnities are subject to (i) the indemnitee promptly notifying the indemnitor of the existence of a Claim that may give rise to liability of an indemnitor hereunder; and (ii) the indemnitor having a reasonable opportunity to defend and/or settle the Claim at indemnitor's expense with counsel of indemnitor's own selection. An indemnitee shall make available to an indemnitor all books and records relating to any Claim, and the parties agree to render to each other such assistance as reasonably may be requested to ensure a proper and adequate defense. An indemnitee shall not settle any claim, suit or proceeding that might give rise to liability of an indemnitor hereunder without the prior written consent of the indemnitor. The provisions of this Section 6 shall survive the termination of this Agreement.

   (d) In no event shall CBX be liable to client for special, indirect, incidental, consequential, punitive or exemplary damages including, without limitation, lost profits or business or loss of data, even if CBX has been advised of the possibility of such loss or damages. In no event shall CBX's liability for any reason whatsoever exceed the amount of the fees paid to CBX under the estimate from which the underlying claim arose.

7. **CONFIDENTIALITY**

   Each Party shall take reasonable steps to protect proprietary and confidential information and materials ("Confidential Information") provided by the other Party or its representatives from improper disclosure. Confidential Information shall not include information previously known to the recipient or materials to which the recipient had access prior to the provision of such information or materials by the discloser; information or materials that are now or later become publicly known; or information or materials provided to the recipient by a third party not bound by a duty of confidentiality to the discloser.

8. **ARBITRATION**

   Any dispute arising under this Agreement or the termination of this Agreement may be submitted by either Party to arbitration in New York, NY, under the commercial rules of the American Arbitration Association before a single arbitrator. Any award will be enforceable in any court of competent jurisdiction and will not be inconsistent with the terms of this Agreement. The non-prevailing Party in any arbitration will be assessed the cost of the prevailing Party's reasonable attorneys' fees and expenses.

9. **NON-SOLICITATION**

   During the term of this Agreement and for a period of one (1) year after the date of termination of this Agreement, Client shall not, directly or indirectly, hire or solicit (a) any employee or partner of CBX or any related companies now or hereafter, away from CBX or induce or actively attempt to influence any employee or partner to leave such position or (b) any consultant then under contract with CBX or any related companies, now or hereafter, or induce or actively attempt to influence such consultant to terminate such relationship.

10. **GENERAL**

    This Agreement is made under the laws of the State of New York, without regard to its conflicts of law principles. This Agreement can only be amended in writing signed by the parties.

11. **INDEPENDENT CONTRACTOR**

    The relationship between Client and CBX shall be one of independent contractor, and neither party shall be deemed an agent or an employee of the other for any purpose, nor shall anything contained herein be construed as constituting a partnership or joint venture between Client and CBX.



THX!

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