

AI CONSULTING SERVICES AGREEMENT

Contract Reference: AICS-2025-0317

PARTIES

Consultant:	DeepMind Consulting LLC, 500 AI Boulevard, San Francisco, CA 94105
Client:	RetailMax UK Ltd, 33 Commerce Street, Birmingham, B1 1BB
Effective Date:	1 June 2025
Contract Duration:	18 months

1. SERVICES

Consultant will provide AI strategy advisory, model development guidance, data pipeline architecture, and implementation oversight. Specific deliverables to be agreed upon in separate Statements of Work (SOWs) at Consultant's discretion. Timeline and scope adjustments may be made by Consultant with 5 business days notice.

2. PAYMENT TERMS

Monthly retainer: GBP 25,000 due on the 1st of each month. Payment is non-refundable regardless of deliverable completion status. Additional work billed at GBP 450/hour with no cap on hours. Consultant may invoice for expenses without prior approval for amounts under GBP 5,000. Late payment penalty: 5% per week compounding.

3. INTELLECTUAL PROPERTY

All work product, models, code, methodologies, and innovations created during this engagement remain the exclusive property of Consultant. Client receives a non-exclusive, non-transferable licence for internal use only. Consultant retains the right to use all client data and insights to improve Consultant's proprietary AI systems and products.

4. NON-COMPETE & EXCLUSIVITY

Client agrees not to hire, contract, or otherwise engage any current or former Consultant employee for a period of 3 years following contract termination. Client shall not develop competing AI solutions internally or with third parties in the retail sector for 24 months following termination without Consultant's written consent.

5. LIABILITY

Consultant's total liability is limited to GBP 1,000 regardless of the nature or extent of any claim. Consultant makes no warranties regarding the accuracy, fitness, or outcomes of any AI systems developed. Client assumes all risks associated with implementation and deployment.

6. TERMINATION

Client may only terminate this agreement after month 12 with 6 months written notice. Early termination by Client requires payment of all remaining monthly retainers for the full 18-month term. Consultant may terminate at any time with 7 days notice with no financial obligation.

7. DATA USAGE

Client grants Consultant an irrevocable, perpetual, worldwide licence to use, store, process, and commercialise all data provided by Client for any purpose. This licence survives contract termination.

RISK ASSESSMENT: HIGH — IP stays with consultant; liability cap only GBP 1,000; client data used commercially; non-compete is overly broad; termination heavily favours consultant.