

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is made and entered into as of this **26th day of September, 2025** (the “**Effective Date**”), by and between:

### CLIENT:

**Aetherium Retail Group, LLC**, a limited liability company organized and existing under the laws of the State of California, with its principal place of business at 888 Commerce Street, Suite 2100, San Francisco, CA 94104 (hereinafter referred to as “**Client**”);

**AND**

### SERVICE PROVIDER:

**Veridian Dynamics, Ltd.**, a corporation organized and existing under the laws of England and Wales, with its registered office at 25/27 St. James's Street, London, SW1A 1HA, United Kingdom (hereinafter referred to as “**Provider**”).

Client and Provider may each be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

## RECITALS

**WHEREAS**, Provider is engaged in the business of providing advanced data analytics, customer intelligence platform services, and software integration;

**WHEREAS**, Client desires to retain Provider to provide such services, and Provider desires to provide such services to Client, on the terms and conditions set forth herein;

**WHEREAS**, the Parties intend that this Agreement will serve as a master agreement governing future Statements of Work;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

## 1. DEFINITIONS

- “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.
- “**Deliverable**” means any specific work product, report, software, or other item to be delivered by Provider to Client as specified in an applicable SOW.
- “**Services**” means the data analytics, consulting, and other services to be performed by Provider for Client as described in an SOW.
- “**Statement of Work**” or “**SOW**” means a document, substantially in the form attached as **Exhibit A**, that is executed by both Parties and incorporates the terms of this Agreement by reference. Each SOW shall describe the specific Services, Deliverables, fees, and timelines.
- “**Client Data**” means all data, information, and materials provided by Client to Provider for use in connection with the Services.

## 2. ENGAGEMENT; STATEMENTS OF WORK

Provider shall perform the Services set forth in one or more SOWs. Each SOW shall be subject to all terms and conditions of this Agreement. In the event of a conflict between the terms of this

Agreement and an SOW, the terms of this Agreement shall prevail unless the SOW explicitly references the specific section of this Agreement it is intended to modify.

### 3. FEES AND PAYMENT

- **3.1. Fees.** Client shall pay Provider the fees as set forth in each SOW ("Fees"). Unless otherwise stated, all Fees are quoted in US Dollars.
- **3.2. Invoicing and Payment.** Provider shall invoice Client monthly in arrears. Client shall pay all undisputed amounts within thirty (30) days of receipt of invoice. Late payments shall bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less.
- **3.3. Expenses.** Client shall reimburse Provider for reasonable, pre-approved travel and out-of-pocket expenses incurred in connection with the Services, supported by receipts.
- **3.4. Taxes.** All Fees are exclusive of any applicable taxes. Client shall be responsible for payment of all sales, use, value-added, and similar taxes, excluding taxes based on Provider's net income.

### 4. INTELLECTUAL PROPERTY

- **4.1. Pre-Existing IP.** Each Party shall retain ownership of all intellectual property rights it owned prior to this Agreement or developed independently outside the scope of this Agreement.
- **4.2. Client Data.** Client retains all right, title, and interest in and to the Client Data. Client grants Provider a limited, non-exclusive, royalty-free license to use the Client Data solely to perform the Services.
- **4.3. Deliverables.** Upon Client's full payment of all Fees for the applicable SOW, Provider hereby assigns to Client all right, title, and interest in the Deliverables specifically created for Client. Provider retains all rights to its underlying methodologies, tools, know-how, and pre-existing IP used to create the Deliverables.
- **4.4. License to Provider IP.** Provider grants Client a perpetual, non-exclusive, worldwide, royalty-free license to use any Provider pre-existing IP incorporated into a Deliverable, solely for Client's internal business operations in connection with its use of the Deliverable.

### 5. CONFIDENTIALITY

The Parties agree to the terms of the Mutual Non-Disclosure Agreement attached as **Exhibit B**, which is hereby incorporated by reference and shall survive the termination of this Agreement.

### 6. DATA PROTECTION AND SECURITY

- **6.1. Compliance.** Each Party shall comply with all applicable data protection and privacy laws, including, where applicable, the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR).
- **6.2. Data Processing Addendum.** The Parties shall execute the Data Processing Addendum attached as **Exhibit C** if Provider processes any Personal Data (as defined therein) on behalf of Client.

### 7. REPRESENTATIONS AND WARRANTIES

- **7.1. Mutual Warranties.** Each Party represents and warrants that it has the full power and authority to enter into this Agreement.
- **7.2. Provider Warranties.** Provider warrants that (i) the Services will be performed in a professional and workmanlike manner, and (ii) the Deliverables will substantially conform to the specifications in the applicable SOW.
- **7.3. Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## **8. INDEMNIFICATION**

Provider shall indemnify and hold Client harmless from any third-party claim that the Services or a Deliverable infringes such third party's intellectual property rights. Client shall indemnify and hold Provider harmless from any third-party claim arising from Provider's use of Client Data in accordance with this Agreement.

## **9. LIMITATION OF LIABILITY**

EXCEPT FOR (I) A BREACH OF CONFIDENTIALITY OBLIGATIONS, (II) INDEMNIFICATION OBLIGATIONS, OR (III) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO PROVIDER UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

## **10. TERM AND TERMINATION**

- **10.1. Term.** This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years, unless terminated earlier as provided herein. Thereafter, it shall automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.
- **10.2. Termination for Cause.** Either Party may terminate this Agreement or an individual SOW for material breach by the other Party upon thirty (30) days' written notice, if the breach remains uncured at the end of such period.
- **10.3. Effect of Termination.** Upon termination, Client shall pay Provider for all Services performed and expenses incurred up to the effective date of termination. The provisions on Confidentiality, Intellectual Property, Limitation of Liability, and Indemnification shall survive termination.

## **11. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of the State of California. Any dispute shall be resolved by final and binding arbitration in San Francisco, California, under the Rules of the American Arbitration Association. Judgment on the award may be entered in any court of competent jurisdiction.

## **12. MISCELLANEOUS**

(Includes clauses on Notices, Assignment, Force Majeure, Independent Contractor, Entire Agreement, Severability, and Counterparts, similar in detail to the previous NDA.)

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have executed this Master Services Agreement as of the Effective Date.

**AETHERIUM RETAIL GROUP, LLC**

By: \_\_\_\_\_

**Name:** Isabella Rossi

**Title:** Chief Operating Officer

**Date:** September 26, 2025

**VERIDIAN DYNAMICS, LTD.**

By: \_\_\_\_\_

**Name:** Alistair Penworth-Smythe

**Title:** Managing Director

**Date:** 26 September 2025

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**EXHIBIT A: STATEMENT OF WORK (SOW) FORM TEMPLATE**

**EXHIBIT B: MUTUAL NON-DISCLOSURE AGREEMENT**

**EXHIBIT C: DATA PROCESSING ADDENDUM**