

**MCAI CONSULTING LTD**  
**(TRADING AS MCKAY L&C SOLUTIONS)**

**TERMS OF SERVICE**

**EFFECTIVE DATE: 21 APRIL 2026**

These Terms of Service ("Agreement") govern the provision of consulting services by McAI Consulting LTD to any individual or entity ("Client") that engages McAI Consulting LTD for services or is provided with a link to this Agreement. By engaging McAI Consulting LTD's services, entering into a Statement of Work, or otherwise accepting these terms (including by providing written confirmation), the Client agrees to be bound by this Agreement in its entirety.

MCAI Consulting Ltd incorporated and registered in England and Wales with company number 12558109 whose registered office is at 3 Rosefield, Sevenoaks, Kent, TN13 2LP (Consultant Company).

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

**AI Agent** means any artificial intelligence system, model, workflow, automation, software agent, or related deliverable created, developed, trained, fine-tuned, or configured by MCAI Consulting Ltd in the course of providing Services to the Client, including any associated code, prompts, configurations, datasets, and documentation.

**Board:** the board of directors of the Client (including any committee of the board duly appointed by it).

**Capacity:** as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

**Client Property:** all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Client or Group Company, and any equipment, keys, hardware or software provided for the Consultant Company or the Individual's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant Company or the Individual on the

computer systems or other electronic equipment of the Client, the Consultant Company or the Individual during the Engagement.

**Client Data:** means any data, materials, or content provided by the Client to MCAI Consulting Ltd for the purpose of performing the Services.

**Confidential Information:** means any non-public information disclosed by one party to the other in connection with the Services, including business plans, technical data, trade secrets, financial information, and Client Data.

**Deliverables:** means the work product, reports, outputs, and AI Agents produced by McAI Consulting Ltd specifically for the Client under a Statement of Work.

**Engagement:** the engagement of the Consultant Company by the Client on the terms of this agreement.

**Group Company:** the Client, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

**Individual:** Howard McKay or such other suitably qualified individual agreed between the Parties in writing.

**Intellectual Property Rights:** means all patents, copyrights, trade secrets, trademarks, database rights, and all other intellectual property rights, whether registered or unregistered, existing anywhere in the world.

**Services:** means the consulting, development, advisory, or technical services provided by MCAI Consulting Ltd to the Client as agreed in writing or as described in a Statement of Work.

**Statement of Work (SOW):** means any written document executed by both parties that describes the specific Services, scope, timelines, fees, and Deliverables to be provided by McAI Consulting Ltd.

**Termination Date:** the date of termination of this agreement, howsoever arising.

**Underlying Technology:** means all pre-existing or independently developed tools, frameworks, methodologies, algorithms, templates, libraries, AI models, know-how, and proprietary technology used by McAI Consulting Ltd, whether or not incorporated into the Deliverables.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

## **2. TERM OF ENGAGEMENT**

2.1 This Agreement commences on the date the Client first engages McAI Consulting Ltd's Services or accepts this Agreement and continues until terminated in accordance with this clause.

2.2 The Client shall engage the Consultant Company and the Consultant Company shall make available to the Client the Individual to provide the Services on the terms mutually agreed between the parties.

2.3 McAI Consulting Ltd shall provide Services as described in each mutually agreed SOW or other written engagement confirmation. In the event of any conflict between this Agreement and an SOW, the SOW shall prevail solely with respect to the specific subject matter addressed therein.

2.4 Either party may terminate this Agreement or any SOW on five (5) days' written notice to the other party. The Client shall pay for all Services performed and expenses incurred up to the effective date of termination.

2.5 Either party may terminate this Agreement immediately on written notice if the other party:

- a) materially breaches this Agreement and fails to remedy the breach within fourteen (14) days of written notice;
- b) becomes insolvent, enters administration, receivership, or makes an arrangement with its creditors;
- c) ceases or threatens to cease to carry on business.

2.6 Upon termination of this Agreement:

- a) all outstanding fees and expenses become immediately due and payable;
- b) each party shall promptly return or destroy the other party's Confidential Information upon request;

- c) clauses that by their nature should survive termination (including clauses 4, 7, 9, 11, 12, 14, 15, 16, 17 and 19) shall continue in full force.

### **3. DUTIES AND OBLIGATIONS**

- 3.1 During the Engagement the Consultant Company shall, and (where appropriate) shall procure that the Individual shall:
  - (a) provide the Services with all due care, skill and ability;
  - (b) promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or any Group Company.
- 3.2 If the Individual is unable to provide the Services due to illness or injury, the Consultant Company shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 3 in respect of any period during which the Services are not provided.
- 3.3 Unless it or he has been specifically authorised to do so by the Client in writing:
  - (a) neither the Consultant Company nor the Individual shall have any authority to incur any expenditure in the name of or for the account of the Client; and
  - (b) the Consultant Company shall not, and shall procure that the Individual shall not, hold itself out as having authority to bind the Client.
- 3.4 The Consultant Company shall, and shall procure that the Individual shall, comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.
- 3.5 The Consultant Company shall, and shall procure that the Individual shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**).
- 3.6 The Client shall provide McAI Consulting Ltd with timely access to personnel, data, systems, and approvals reasonably necessary for McAI Consulting Ltd to perform the Services. McAI Consulting Ltd shall not be liable for delays or failures resulting from the Client's failure to cooperate.

### **4. INTELLECTUAL PROPERTY**

- 4.1 Ownership — McAI Consulting Ltd's Intellectual Property

McAI Consulting Ltd retains all Intellectual Property Rights in and to:

- a) all Underlying Technology, including any pre-existing tools, frameworks, methodologies, AI models, algorithms, and know-how used in or incorporated into the Deliverables;
- b) any improvements, enhancements, or modifications made to the Underlying Technology during the performance of the Services, regardless of whether such improvements were made in response to Client requirements;
- c) all AI Agents and associated components (including training methodologies, prompt architectures, model weights, configuration logic, and evaluation frameworks) created or developed by McAI Consulting Ltd, whether created exclusively for the Client or otherwise;
- d) all general know-how, techniques, and experience acquired by McAI Consulting Ltd in the course of performing the Services, to the extent not specifically created as a unique deliverable for the Client.

For the avoidance of doubt, the fact that an AI Agent is created specifically for the Client's use case does not transfer ownership of that AI Agent or its underlying components to the Client. The Client's rights with respect to AI Agents are limited to the licence granted under clause 4.3 below.

#### 4.2 Ownership — Client Materials

The Client retains all Intellectual Property Rights in and to Client Data and any pre-existing materials provided by the Client to McAI Consulting Ltd. Nothing in this Agreement shall be construed as transferring ownership of Client Data or Client's pre-existing intellectual property to McAI Consulting Ltd.

#### 4.3 Licence to AI Agents

Subject to the Client's timely payment of all amounts due under this Agreement, McAI Consulting Ltd hereby grants to the Client a:

- a) non-exclusive,
- b) non transferable (except as permitted under clause 4.4),
- c) non-sublicensable (except to the Client's authorised contractors or service providers acting on the Client's behalf),

d) perpetual (subject to termination by McAI Consulting Ltd in accordance with clause 2.5,

e) worldwide,

licence to access, use, operate, and integrate the AI Agents delivered to the Client under the applicable SOW, solely for the Client's own internal business purposes (the "Licence").

The Licence does not include the right to:

- a) copy, modify, adapt, reverse-engineer, decompile, or disassemble the AI Agents or any component thereof;
- b) sublicense, sell, resell, transfer, assign, or otherwise make the AI Agents available to any third party as a standalone product or service;
- c) use the AI Agents to develop a competing product or service;
- d) remove or obscure any proprietary notices or labels on the AI Agents.

#### 4.4 Assignment of Licence

The Client may not assign or transfer the Licence without McAI Consulting Ltd 's prior written consent, which shall not be unreasonably withheld. Any permitted assignment shall be subject to the assignee agreeing in writing to be bound by the terms of this Agreement.

#### 4.5 Feedback

If the Client provides McAI Consulting Ltd with feedback, suggestions, or comments regarding the AI Agents or the Services, the Client grants McAI Consulting Ltd a perpetual, irrevocable, royalty-free licence to use such feedback for any purpose, including improving its products and services.

#### 4.6 Client Data in AI Development

Where the Services involve training or fine-tuning an AI Agent using Client Data, the Client grants McAI Consulting Ltd a limited licence to process and use such Client Data solely for the purpose of performing the Services. McAI Consulting Ltd shall not use Client Data to train AI models for use outside the scope of the applicable SOW without the Client's prior written consent.

**5. FEES**

- 5.1 The Client shall pay McAI Consulting Ltd the fees set out in the applicable SOW or engagement agreement. Unless otherwise stated, fees are exclusive of applicable taxes, which shall be the Client's responsibility.
- 5.2 McAI Consulting Ltd shall issue invoices in accordance with the agreed payment schedule. Unless otherwise specified in an SOW, invoices are due within thirty (30) days of the invoice date.
- 5.3 McAI Consulting Ltd reserves the right to suspend the Services upon written notice if any payment is overdue by more than fourteen (14) days, without prejudice to any other rights or remedies.
- 5.4 The Client shall only reimburse expenses incurred by the Consultant Company or the Individual if agreed in writing between the parties.

**6. OTHER ACTIVITIES**

Nothing in this agreement shall prevent the Consultant Company or the Individual from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement.

**7. CONFIDENTIAL INFORMATION AND CLIENT PROPERTY**

- 7.1 The Consultant Company acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this clause 7.
- 7.2 The Consultant Company shall not, and shall procure that the Individual shall not (except in the proper course of its or his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:
- (a) any use or disclosure authorised by the Client or required by law; or
  - (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's or the Individual's unauthorised disclosure.
- 7.3 At any stage during the Engagement, the Consultant Company will promptly on request return to the Client all and any Client Property in its or the Individual's possession.

## **8. WARRANTIES**

### **8.1 MCAI CONSULTING LTD Warranties**

McAI Consulting Ltd warrants that:

- a) it has the right and authority to enter into this Agreement and grant the rights described herein;
- b) the Services will be performed with reasonable skill and care by suitably qualified personnel;
- c) to McAI Consulting Ltd's knowledge, the AI Agents delivered to the Client will not, at the time of delivery, infringe the Intellectual Property Rights of any third party.

### **8.2 Client Warranties**

The Client warrants that:

- a) it has the right and authority to enter into this Agreement and to provide Client Data to McAI Consulting Ltd for use in connection with the Services;
- b) the Client Data does not infringe the rights of any third party;
- c) it will use the AI Agents in compliance with all applicable laws and regulations.

### **8.3 Disclaimer**

EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICES AND AI AGENTS ARE PROVIDED "AS IS" AND MCAI CONSULTING LTD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. AI AGENTS MAY PRODUCE OUTPUTS THAT ARE INACCURATE OR INCOMPLETE AND SHOULD NOT BE RELIED UPON WITHOUT APPROPRIATE HUMAN REVIEW.

## **9. LIABILITY**

9.1 Neither Party excludes or restricts in any way its liability under or in connection with this Agreement:

- a) for death or personal injury caused by its negligence; or
- b) to any extent not permitted by law.

9.2 Each Party's liability to the other under or in connection with this Agreement for all and any loss of any kind arising from any one incident or series of connected incidents is limited to the greater of £5,000 and the charges due under this Agreement for the proceeding 12 months.

9.3 Neither Party shall be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the Party concerned was advised in advance of the possibility of such loss or damage) for:

a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

b) any indirect or consequential loss or damage whatsoever.

9.4 Each part of this clause operates separately. If any part of this clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.

9.5 This Clause 8 shall survive this Agreement.

## **10. DATA PROTECTION**

Each party shall comply with all applicable data protection and privacy laws in connection with the Services. Where McAI Consulting Ltd processes personal data on behalf of the Client, the parties shall enter into a separate data processing agreement if required by applicable law. McAI Consulting Ltd shall implement reasonable technical and organisational measures to protect personal data against unauthorised access, loss, or destruction.

## **11. NOTICES**

11.1 Any notice given to a party under or in connection with this contract shall be in writing (including email).

11.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **12. ENTIRE AGREEMENT**

12.1 This agreement constitutes the entire agreement between the parties and any Group Company and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

12.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.4 Nothing in this clause shall limit or exclude any liability for fraud.

### **13. VARIATION**

McAI Consulting Ltd reserves the right to update these Terms of Service from time to time by posting a revised version at the applicable URL. Continued use of McAI Consulting Ltd's Services after the effective date of any revised Terms constitutes acceptance of the revised Terms. Material changes will be notified to existing Clients with at least fourteen (14) days' notice.

### **14. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

### **15. THIRD PARTY RIGHTS**

15.1 Except as expressly provided elsewhere in this agreement, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

15.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

### **16. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **17. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**18. ASSIGNMENT**

Neither party may assign or transfer any rights or obligations under this Agreement without the other party's prior written consent.

**19. SEVERABILITY**

If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**20. ACCEPTANCE**

By engaging MCAI Consulting Ltd, accessing or using any AI Agent delivered by MCAI Consulting Ltd, or by providing written, electronic, or verbal confirmation of acceptance, the Client agrees to be bound by these Terms of Service.

If you have any questions regarding these Terms, please contact:  
[howard.mckay@mckaylegalsolutions.co.uk](mailto:howard.mckay@mckaylegalsolutions.co.uk)