Subscription and Option to Acquire Agreement

Centurion Brain

Adrian Barkus, trading as Centurion AI · 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

Form v2.0 · November 2026

Summary of terms

The whole of the deal in one page, so that the operative clauses can be read against it.

TERM	POSITION
Parties	Adrian Barkus, trading as Centurion AI and the Customer, a business. Schedule 1 records both.
Customer type	**Business to business only.** Companies, LLPs and charitable incorporated organisations, invoiced to the company account. Clause 2.4.
Territory	The United Kingdom, plus the markets recorded in Schedule 1 where Centurion holds the producer registrations. Clause 2.6. Customers elsewhere are served under the Hardware Agency and Setup Agreement.
What Centurion supplies	The Centurion Brain: software, the loaded knowledge and rule sets, configuration, support, and the hardware appliance described in Schedule 2.
Hosted phase	From the Effective Date, the Brain runs on Centurion's infrastructure on the Customer's behalf. The Customer is working from day one.
Hardware delivery	The appliance is supplied once the Customer's cumulative payments reach €2,838 (month 6 of 24). The delivery month is stated in Schedule 1 and is fixed at signature.
Monthly fee	**€473** per month for **24 months**. Total **€11,352**.
Option to acquire	On payment of all 24 instalments, the Customer may acquire the appliance for **€1.00**. Title passes on a recorded date against a signed certificate (Schedule 5).
Licence	Separate from this Agreement. Twelve months included; renews at €600 per year from month 13. Suspension of the licence does not cancel this Agreement, and this Agreement does not renew the licence.
Default remedy	Suspension, a cure period, then termination. **No acceleration of the remaining instalments.** Centurion's remedy is the return of unpaid hardware and the end of the service, not a debt claim for money the Customer has not had the service for.
Title until the Option is exercised	The appliance remains Centurion's property. Retention of title, plus an obligation to return on termination.
Data	The Customer's data belongs to the Customer. Centurion is a processor during the hosted phase and not a controller at any point. Schedule 4.
Law	England and Wales. EU customers may elect arbitration instead — clause 24.3.
Tax	Centurion is not registered for VAT, so no VAT is charged on the fee or on the Option Price — clause 4.3. Importing the Appliance into the Customer's country may attract import VAT and duty, which are dealt with at clause 6.7.

TERM	POSITION
Cross-border delivery	Delivery terms, importer of record, customs duty and import VAT are stated in clause 6.7 and fixed per order. Where the Customer is outside Great Britain, the Customer is importer of record unless the order states otherwise.
Europe	One template and English law for the whole of the UK and the EU. The contract terms travel; the registrations do not. Schedule 6 records which obligations are harmonised across the Union and which are national.

Why the schedule is fixed

The 24 instalments are not a price with a discount attached; they are the price. Each Monthly Fee is consideration for the service supplied in that month, which is why this is a subscription rather than a finance agreement, and the schedule is fixed for that reason. There is no early-settlement figure and no rebate in this Agreement. Where a Customer is in difficulty, the cure period at clause 17.3 and a documented payment holiday are the mechanisms; the schedule is not varied.

The agreement

Parties

(1) Adrian Barkus, trading as Centurion AI, of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ (**Centurion**); and

(2) the Customer named in Schedule 1, a company incorporated in the jurisdiction and with the company number and registered office recorded there (**the Customer**).

each a **party** and together **the parties**.

Background

(A) Centurion supplies the Centurion Brain, a private artificial-intelligence system that runs on hardware located at the Customer's premises, together with the knowledge, rule sets and configuration loaded into it.

(B) The Customer wishes to subscribe to the Brain, to have it delivered hosted while its own appliance is funded by its subscription payments, and to have the option to acquire that appliance at the end of the Subscription Term.

(C) The parties intend that this Agreement is a contract for the supply of services, that each Monthly Fee is consideration for services rendered in the month to which it relates, and that the acquisition of the Appliance under clause 7 is a separate transaction at a nominal price.

1. Definitions

1.1 In this Agreement:

Appliance means the hardware described in Schedule 2, being one unit per subscription unless Schedule 1 states otherwise;

Brain means the Centurion software system subscribed to under this Agreement, including the knowledge bases, rule sets, skills and configuration supplied with it;

Business Day means a day other than a Saturday, Sunday or public holiday in England and Wales;

Cure Period has the meaning given in clause 17.3;

Customer Data means all data, documents, correspondence, records and outputs belonging to the Customer that are processed by or stored on the Brain, the Hosted Environment or the Appliance in the course of the Services;

Delivery Date means the date on which the Appliance is delivered to the Customer's premises, being the month stated in Schedule 1 subject to clause 6.2;

Effective Date means the date of the last signature of this Agreement;

Hosted Environment means the infrastructure operated by or for Centurion on which the Brain runs before Delivery;

Licence means the separate licence under which the Customer is permitted to operate the Brain, including its term, activation and renewal terms, as described in clause 9;

Monthly Fee means €473, subject to clause 4;

Currency means euro. Every amount in this Agreement is stated in euro unless expressly stated otherwise, and where a sum must be converted for a tax purpose the rate is the European Central Bank reference rate published for the invoice date;

Option means the Customer's option to acquire the Appliance under clause 7;

Option Price means €1.00;

Services means the subscription services described in clause 2;

Subscription Term means the period of 24 months beginning on the Effective Date;

Title Transfer Date means the date recorded on the certificate at Schedule 5.

1.2 A reference to a month is to the period beginning on the Effective Date and ending on the day before the same date in the following calendar month, and month 1 is the first such period.

1.3 Clause headings are for convenience and do not affect interpretation. "Including" means including without limitation.

2. The Services

2.1 From the Effective Date, Centurion shall provide:

(a) access to the Brain in the Hosted Environment, configured for the Customer's business;

(b) the knowledge bases, jurisdictional rule sets and configuration specified in Schedule 1;

(c) onboarding: configuration of the Brain to the Customer's own documents, terminology and working practices, in the manner described in Schedule 1;

(d) support at the level described in clause 14; and

(e) on the Delivery Date, the Appliance, pre-configured with the Customer's Customer Data, and migration of the Brain from the Hosted Environment to the Appliance.

2.2 The Services are supplied **to the Customer's business**, for its own internal use, and not for resale or for personal use.

2.3 Centurion shall provide the Services with reasonable skill and care. The Customer acknowledges that the Brain is a tool that produces drafts and suggestions for a qualified human being to review, and that the Services do not include, and Centurion does not provide, professional advice of any kind.

2.4 Business to business — condition precedent. Centurion supplies on business-to-business terms only. **This clause is a condition precedent to the Agreement taking effect.** If the Customer is not a body corporate, a limited liability partnership or a charitable incorporated organisation acting in the course of business, the Agreement is void from the outset and any Monthly Fee paid is refundable, without prejudice to Centurion's other rights. The Customer gives the following as a **continuing warranty, repeated on each Monthly Fee payment**: (a) that it is a body corporate, a limited liability partnership or a charitable incorporated organisation;

(b) that the Agreement is entered into by it wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by it;

(c) that it is not a consumer for the purposes of the Consumer Credit Act 1974, the Consumer Rights Act 2015 or any equivalent provision in the jurisdiction in which it is established; and

(d) that the Agreement is not entered into for the personal benefit of any director, member or officer. This is a test of the purpose of the Agreement, not of its incidental effects: a director or officer who benefits from the Customer's use of the Brain in the ordinary course does not breach this warranty.

The Customer indemnifies Centurion against any loss, penalty, interest, fine or regulatory consequence arising from a breach of this warranty, including the cost of any permission, authorisation or restructuring required as a result. Centurion may decline an order, or terminate this Agreement, where any part of this warranty is or becomes untrue.

2.5 Authority. The person signing for the Customer confirms that they are authorised to bind it. A director, trustee or other officer who signs does so for the Customer and incurs no personal liability under this Agreement.

2.6 Territory. Centurion offers this Agreement only in the markets recorded in Schedule 1, being markets where it has complied with the obligations that attach to placing electrical and electronic equipment on the market. Where the delivery address is in a market not so recorded, Centurion may decline the order; the alternative is the Hardware Agency and Setup Agreement, under which the Customer supplies its own appliance and remains the importer.

3. Term

3.1 This Agreement begins on the Effective Date and continues for the Subscription Term, unless terminated earlier under clause 18.

3.2 The Agreement does not renew automatically. From month 25 the Customer holds the Appliance (subject to exercise of the Option) and the Licence, and the continuing relationship is governed by the Licence alone.

4. Fees

4.1 The Customer shall pay the Monthly Fee for each of the 24 months of the Subscription Term, in accordance with Schedule 1.

4.2 Each Monthly Fee is payable in advance on the first Business Day of the month to which it relates, by the payment method recorded in Schedule 1.

4.3 VAT.

(a) Centurion is not registered for value added tax. No VAT is charged on any amount payable under this Agreement, and Centurion issues no VAT invoice.

(b) If Centurion becomes registered for VAT, VAT will be added to the Monthly Fee and to the Option Price at the rate then applicable and the Customer shall pay it. Centurion shall give the Customer not less than 30 days' written notice before that takes effect, and the Monthly Fee itself shall not change by reason of it.

(c) Centurion shall show on its invoices any VAT identification number the Customer supplies. The Customer is responsible for any tax due on the supply in its own jurisdiction, and shall give Centurion accurate tax information on request.

4.4 Tax representations. The Customer shall provide accurate VAT identification details before the first Monthly Fee is invoiced, shall notify Centurion of any change within 30 days, and shall indemnify Centurion against any VAT, penalty or interest arising from a VAT number that the Customer supplied and that proves invalid or misuse.

4.5 The Option Price and the transfer of the Appliance may be a separate supply for VAT purposes.

4.6 Where the Customer fails to pay an amount due, Centurion may charge interest on the overdue amount at 8% above the Bank of England base rate from time to time, accruing daily from the due date until payment, together with any fixed sum and reasonable recovery costs recoverable under the Late Payment of Commercial Debts (Interest) Act 1998.

4.7 The Monthly Fee is fixed for the Subscription Term and shall not be varied.

4.8 No discount, rebate, waiver, set-off or early-settlement figure shall be applied to the Monthly Fee unless agreed in writing by both parties.

5. Provisioning and the hosted phase

5.1 Centurion shall provision the Brain in the Hosted Environment within ten Business Days of the Effective Date.

5.2 During the hosted phase, Centurion shall use reasonable endeavours to make the Brain available during business hours, excluding planned maintenance notified to the Customer at least two Business Days in advance.

5.3 Centurion shall take daily backups of Customer Data in the Hosted Environment and shall retain them for 30 days.

5.4 The Customer acknowledges that the hosted phase is a delivery mechanism for the subscription and does not enlarge Centurion's obligations beyond those in this Agreement and clause 15.

5.5 If Centurion fails to provision the Brain within the period in clause 5.1, the Customer may terminate this Agreement under clause 18.2 and receive a full refund of any Monthly Fee paid.

6. Supply and delivery of the Appliance

6.1 Subject to clause 6.2, Centurion shall deliver the Appliance to the Customer's premises on or about the Delivery Date stated in Schedule 1.

6.2 Centurion is not obliged to deliver the Appliance unless, at the proposed Delivery Date:

(a) the Customer's cumulative payments under this Agreement are at least **€2,838**; and

(b) the Customer is not in arrears.

If either condition is not met, the Delivery Date moves to the first month in which both are met, and no other term of this Agreement changes.

6.3 Delivery is complete when the Appliance is made available at the delivery address in Schedule 1. Risk in the Appliance passes to the Customer on delivery. **Title does not pass until the Title Transfer Date.**

6.4 The Customer shall provide safe and reasonable access to its premises for delivery and installation, and shall ensure that a person able to accept delivery is present on the Delivery Date.

6.5 Centurion shall migrate the Brain from the Hosted Environment to the Appliance and shall use reasonable endeavours to complete that migration within five Business Days of the Delivery Date. The Customer acknowledges that the Brain must not be operated during migration and shall co-operate with any reasonable request to that end.

6.6 If the Appliance is defective on delivery, the Customer shall notify Centurion within 14 days and Centurion shall repair or replace it at its own cost. This is in addition to the Customer's statutory rights, which are not excluded.

6.7 Cross-border delivery, imports and importer of record.

(a) Where the Customer's delivery address is outside Great Britain, the Appliance is an import into the destination country. Unless Schedule 1 states otherwise, the Customer is the importer of record and is responsible for import formalities, customs duty, import VAT and any other charge levied at the border.

(b) The Monthly Fee and the Option Price do not include customs duty, import VAT, or any charge levied on import. Where Centurion has agreed in writing to act as importer of record or to deliver duty-paid, those amounts shall be added to the Customer's invoice and paid before delivery.

(c) The Customer shall provide any information reasonably required for export or import formalities, and shall not require Centurion to make a declaration it knows or ought to know to be inaccurate.

(d) Delivery dates in Schedule 1 are stated on the assumption that border clearance is not delayed. Centurion is not liable for delay caused by customs authorities.

(e) Where the Customer refuses an import or fails to complete clearance, the Appliance may be returned or destroyed at the Customer's cost and clause 19 applies.

6.8 Approved markets — Centurion as importer. Where the delivery address is in an approved market recorded in Schedule 1, **Centurion is the importer of record and delivers the Appliance with customs duty and import VAT paid**. Clauses 6.2 and 6.3 do not apply to those deliveries and the cost of import is included in the Monthly Fee. Clause 6.4 (access and attendance to accept delivery) continues to apply.

7. Option to acquire the Appliance

7.1 On condition that the Customer has paid all 24 Monthly Fees in full and is not in arrears under this Agreement or under the Licence, the Customer may exercise the Option at any time within 90 days after the final Monthly Fee falls due.

7.2 The Option is exercised by written notice to Centurion and payment of the Option Price.

7.3 On exercise of the Option, Centurion shall record the Title Transfer Date and issue a signed certificate in the form at Schedule 5. **Title to the Appliance passes to the Customer on the Title Transfer Date and not before.**

7.4 If the Customer does not exercise the Option within the period in clause 7.1, the Appliance remains Centurion's property and the Customer shall, at Centurion's election, return it in accordance with clause 19.3 or purchase it at the price Centurion reasonably determines to be its then market value.

7.5 The Option is personal to the Customer and may not be assigned or transferred without Centurion's written consent.

8. Title, risk and retention of title

8.1 Property in and title to the Appliance remain with Centurion until the Title Transfer Date.

8.2 Until the Title Transfer Date the Customer:

(a) holds the Appliance as bailee for Centurion;

(b) shall not sell, charge, encumber or otherwise transfer ownership of the Appliance, nor create or permit any lien, charge or other security interest to arise over it;

(c) shall not remove the Appliance from the delivery address recorded in Schedule 1 without Centurion's prior written consent, save for temporary removal for repair or servicing by an authorised person;

(d) shall record the Appliance's serial number in Schedule 1 on delivery, and shall keep the Appliance properly maintained and insured against loss or damage for its replacement value, noting Centurion's interest where the insurer permits;

(e) shall permit Centurion, on reasonable notice, to inspect the Appliance; and

(f) shall notify Centurion immediately if any insolvency event or enforcement action occurs in respect of the Customer or its premises.

8.2A The obligations in 8.2 exist to protect Centurion's title to the Appliance and to keep it identifiable. They are not, and are not to be construed as, the terms of a security arrangement, and the Customer grants Centurion no interest in any asset other than the Appliance itself.

8.3 Centurion may recover the Appliance where it is entitled to under this Agreement, and the Customer shall give reasonable access for that purpose.

8.4 True retention of title. The parties intend that this clause 8 creates a retention of title, namely the continued ownership of the Appliance by Centurion until the Title Transfer Date, and **not** a charge, mortgage, security interest or other registrable encumbrance over the Appliance or over any asset of the Customer. If any provision of this clause 8 would otherwise be construed as creating a security interest, the parties shall co-operate to amend it so that it does not, and the Customer shall at Centurion's request execute any document needed to register Centurion's title where registration is available or advisable.

9. The Licence

9.1 The Customer's right to operate the Brain is granted under the Licence, which is a separate agreement between the parties and is not part of, and is not varied by, this Agreement.

9.2 Twelve months of Licence are included with the subscription, being the whole of the first year. From month 13 the Licence renews at €600 per year, or at €50 per month if the Customer prefers to pay monthly, unless either party gives notice.

9.3 Non-payment of the Monthly Fee is a ground for suspension of the Licence under the Licence. **The reverse does not apply:** non-payment of a Licence fee is not a ground for termination or suspension of this Agreement, does not make any further Monthly Fee fall due early, and does not entitle Centurion to treat this Agreement as repudiated. Suspension of the Licence does not suspend, cancel or reduce the Customer's obligation to pay the Monthly Fee.

9.4 Payment in full of the Monthly Fees does not renew, extend or alter the Licence, and the Customer acquiring the Appliance does not entitle the Customer to operate the Brain without a current Licence.

9.5 The parties acknowledge that the Brain is of no practical use without a current Licence, and that the Customer has taken that into account in entering into this Agreement.

10. Customer obligations

10.1 The Customer shall:

(a) use the Brain only for its own internal business purposes, and not to provide a service to third parties without Centurion's written consent;

(b) not copy, reverse-engineer, decompile or attempt to derive the source code of the Brain, except as permitted by law;

(c) not remove, obscure or alter any notice of proprietary rights;

(d) comply with the acceptable use policy at Schedule 3;

(e) ensure that only authorised personnel operate the Brain, and that they are trained to review its output before it is relied on or published;

(f) keep its own backups of Customer Data notwithstanding clause 5.3;

(g) provide the connectivity, power and physical environment required by the Appliance, as described in Schedule 2.

10.2 The Customer is responsible for the acts and omissions of its personnel as if they were its own.

10.3 Consumer-facing use. The Customer is responsible for its own use of the Brain's output in its dealings with its own customers, members or clients, including compliance with any consumer-protection, transparency, disclosure or professional-advertising requirement that applies to the Customer in its own sector and jurisdiction. The Brain is supplied to the Customer for business use; nothing in this Agreement is supplied for use by, or intended to be relied upon by, a consumer.

11. Data protection

11.1 The Customer is and remains the controller of Customer Data. Centurion is a processor during the hosted phase and shall process Customer Data only on the Customer's documented instructions and for the purposes of this Agreement.

11.2 The terms at Schedule 4 apply to that processing and form part of this Agreement.

11.3 After migration to the Appliance, Customer Data is processed on the Appliance at the Customer's premises. Centurion does not have routine access to Customer Data on the Appliance, and where access is required for support the Customer shall authorise it and supervise it.

11.4 On termination, Centurion shall make Customer Data available for export for 30 days and shall then delete it from the Hosted Environment, save where retention is required by law.

12. Confidentiality

12.1 Each party shall keep confidential the other's confidential information and use it only for the purposes of this Agreement, except where disclosure is required by law or by a competent authority, or the information is public through no fault of the recipient.

12.2 This clause survives termination for five years.

13. Intellectual property

13.1 All intellectual property rights in the Brain, its knowledge bases, rule sets, configuration and documentation remain with Centurion or its licensors. Nothing in this Agreement assigns them.

13.2 All intellectual property rights in Customer Data and in documents generated by the Brain from Customer Data belong to the Customer. Centurion claims no right over them.

13.3 The Customer grants Centurion a licence to use Customer Data only to the extent necessary to provide the Services.

14. Support

14.1 Centurion shall provide support during business hours by email and telephone, and shall use reasonable endeavours to respond to a support request within one Business Day.

14.2 Support does not include training beyond the onboarding described in Schedule 1, custom development, or work arising from the Customer's misuse of the Brain, which may be charged separately at the applicable rate.

15. Warranties

15.1 Centurion warrants that the Services will be provided with reasonable skill and care by suitably qualified personnel, and that the Appliance will be of satisfactory quality and fit for its described purpose at delivery.

15.2 The Customer warrants that it has the right to supply Customer Data to Centurion and to have it processed as contemplated by this Agreement.

15.3 The Customer acknowledges that the Brain may produce inaccurate or incomplete output, that its output is a draft for human review, and that the Customer is responsible for every document it publishes or relies on.

15.4 Except as expressly stated, all other warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

16. Limitation of liability

16.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, for fraud, or for any other liability that cannot lawfully be limited.

16.2 Subject to clause 16.1, Centurion's total liability arising under or in connection with this Agreement, whether in contract, tort or otherwise, shall not exceed **the total Monthly Fees payable under this Agreement, being €11,352**, together with the replacement value of the Appliance where the claim relates to the Appliance while in Centurion's custody or to a defect in the Appliance at delivery. **Custody under this clause means the period from the purchase of the Appliance by Centurion under clause 6.2 until delivery is complete under clause 6.3, and nothing more.** The cap is the same in month 1 as in month 24; it does not increase with the passage of time.

16.3 Subject to clause 16.1, neither party shall be liable for loss of profit, loss of revenue, loss of anticipated savings, loss of business or goodwill, or any indirect or consequential loss, whether or not either party was advised of the possibility.

16.4 The Appliance is not a system of record. The Customer is responsible for maintaining independent backups.

17. Suspension

17.1 Centurion may suspend access to the Brain and support where a Monthly Fee or Licence fee is overdue by more than 10 days, or where the Customer's use presents a security risk to Centurion or to third parties.

17.2 Centurion shall give the Customer notice of suspension as soon as practicable, and shall restore access promptly once the cause is remedied.

17.3 The Customer has **30 days** from the date of suspension (the **Cure Period**) in which to remedy the cause. Centurion shall not terminate for that cause during the Cure Period.

17.4 Suspension does not relieve the Customer of the obligation to pay the Monthly Fee, and does not extend the Subscription Term unless the parties agree otherwise in writing.

17.5 Customer's remedy where a suspension is prolonged. Where access has been suspended for more than 30 days and the suspension was not caused by the Customer's act, omission or failure to pay, the Customer may terminate this Agreement on written notice and shall receive a credit against the Monthly Fees paid for the suspended period, calculated on a daily basis. The parties intend this clause to give the Customer a proportionate remedy for any interruption, and to ensure that clause 17 operates as a reasonable and reciprocal provision.

18. Termination

18.1 Either party may terminate immediately on written notice if the other commits a material breach which is incapable of remedy, or which is not remedied within the Cure Period.

18.2 The Customer may terminate under clause 5.5 (failure to provision) and under any statutory right that cannot be excluded.

18.3 Either party may terminate immediately if the other becomes insolvent, enters administration or liquidation, has a receiver appointed, or ceases to trade.

18.4 Centurion may terminate immediately if the Customer breaches clause 8.2(b) (dealing with the Appliance) or clause 10.1(b) (reverse engineering).

19. Consequences of termination

19.1 On termination, the Customer shall pay all Monthly Fees due up to the date of termination. **No further Monthly Fees become due by reason of termination.**

19.2 Where termination occurs before the Title Transfer Date, the Option lapses and the Customer has no right to acquire the Appliance.

19.3 Where the Appliance has been delivered and title has not passed, the Customer shall return it, at the Customer's cost, within 30 days of a written request, in the condition in which it was delivered, ordinary wear excepted. If the Customer fails to return it, Centurion may recover it and may charge its reasonable costs of recovery.

19.4 Where the Appliance has not been delivered, no Appliance is owed and no sum is refundable other than as provided in clause 5.5.

19.5 Centurion shall make Customer Data available for export in accordance with clause 11.4.

19.6 Clauses 8, 11, 12, 13, 16, 19 and 24 survive termination.

20. Force majeure

20.1 Neither party is liable for failure to perform caused by an event outside its reasonable control, provided it notifies the other promptly and uses reasonable endeavours to mitigate. This does not excuse the Customer from paying amounts already due.

21. Assignment and subcontracting

21.1 Neither party may assign this Agreement without the other's written consent, save that Centurion may assign it to a successor of its business on notice.

21.2 Centurion may subcontract the hosting of the Hosted Environment, and remains responsible for the acts of its subcontractors as if they were its own.

22. Notices

22.1 Notices shall be in writing and sent by email to the addresses in Schedule 1, with a copy by post where the notice concerns termination, a breach or the exercise of the Option. Notice by email is effective on the next Business Day after sending.

23. No partnership

23.1 Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship. The Customer is not Centurion's agent and has no authority to bind it.

24. Governing law and jurisdiction

24.1 This Agreement and any dispute arising out of or in connection with it are governed by the law of England and Wales.

24.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

24.3 Alternative for Customers outside the United Kingdom. Where the Customer is established in the European Union, either party may instead require that a dispute be finally resolved by arbitration under the the LCIA Rules, seated in London, before one arbitrator, in English. A choice of court agreement under clause 24.2 is enforceable in the courts of the member states that are party to the Hague Convention of 30 June 2005 on Choice of Court Agreements, and an arbitral award is enforceable under the New York Convention; the parties shall record which route applies to each Agreement in Schedule 1.

25. General

25.1 Entire agreement. This Agreement, the Licence and the Schedules constitute the entire agreement between the parties and supersede prior discussions, save that nothing excludes liability for fraudulent misrepresentation.

25.2 Variation. No variation is effective unless in writing and signed by both parties.

25.3 Severability. If a provision is found invalid, the remainder stands.

25.4 Third party rights. No person other than the parties may enforce any term of this Agreement.

25.5 Counterparts and e-signature. This Agreement may be signed in counterparts and by electronic signature.

Signatures

FOR AND ON BEHALF OF ADRIAN BARKUS, TRADING AS CENTURION AI	FOR AND ON BEHALF OF THE CUSTOMER
Signature:	Signature: .....
Name:	Name: .....
Position:	Position: .....
Date:	Date: .....

Schedule 1 — Particulars

ITEM	DETAIL
Customer legal name	_____
Customer number / jurisdiction	_____
Delivery address	_____
Notice email — Customer	_____
Notice email — Centurion	_____
Appliance quantity	1
Monthly Fee	€473
Subscription Term	24 months
Total of Monthly Fees	€11,352
Delivery Date	Month 6 month 6, fixed at signature
Delivery condition	Cumulative payments ≥ €2,838 and no arrears
Option Price	€1.00
Option exercise window	90 days after the final Monthly Fee falls due
Licence included	12 months, renewing at €600 per year from month 13
Jurisdictional rule sets loaded	_____
Onboarding included	_____
Payment method	Stripe subscription or bank transfer
Approved market	a market in which Centurion holds the producer registrations
Currency	Euro (EUR)
Importer of record	Centurion, in any market recorded above (clause 6.8)

ITEM	DETAIL
Appliance serial number	recorded on delivery (clause 8.2(d))
Customer VAT identification number	_____
Centurion VAT identification number	_____
Dispute route	the English courts (clause 24.2), or LCIA arbitration where the Customer is established in the EU (clause 24.3)
Customer notice address	_____
Centurion notice address	_____

Payment schedule — 24 months

MONTH	AMOUNT	CUMULATIVE	EVENT
1	€473	€473	Brain live, hosted
2	€473	€946	—
3	€473	€1,419	—
4	€473	€1,892	—
5	€473	€2,365	—
6	€473	**€2,838**	**Appliance delivered — delivery condition met**
7–19	€473 each	—	—
20	€473	€9,460	Cumulative payments equal the cash price
21–23	€473 each	—	—
24	€473	**€11,352**	**Option exercisable for €1.00**

Schedule 2 — Appliance specification

ITEM	DETAIL
Type	Mini-PC, MSI Cubi NUC 1M class
Processor	Intel Core 5 120U
Memory	32 GB DDR5, two matched modules, dual-channel
Storage	1 TB NVMe, PCIe 4.0
Operating system	Fedora Linux, current release, clean install of the Centurion appliance image
Included software	Centurion Brain, licensed under the Licence

ITEM	DETAIL
Power	Mains, 100–240 V AC through the supplied external adapter, UK and EU plugs
Network	Wired Ethernet recommended; Wi-Fi 6E and 2.5 GbE wired
Environment	Indoor, ventilated, ambient temperature 5–35 °C
Warranty	12 months from delivery, excluding misuse and power events
Replacement value for insurance	€ _____

Schedule 3 — Acceptable use

The Customer shall not use the Brain to:

- break any law, or infringe the rights of any person;
- process data it has no lawful basis to process;
- make automated decisions about individuals that produce legal or similarly significant effects without human review;
- monitor or evaluate staff, or infer the emotions of any person in a workplace context;
- generate or disseminate material that is unlawful, defamatory or designed to deceive;
- attempt to circumvent the Licence, its activation or its suspension;
- provide the Brain's capability to third parties as a service.

The Customer shall not deploy the Brain for employment decisions without Centurion's written agreement, and shall ensure a human being reviews every output before it is relied on.

Schedule 4 — Data processing terms (summary)

Roles. The Customer is the controller. Centurion is the processor during the hosted phase only.

Scope. Processing is limited to hosting, backing up, supporting and migrating the Brain on the Customer's instructions.

Sub-processors. _____. Centurion shall give notice of any change and give the Customer the opportunity to object.

Location. _____. No transfer outside that area without the Customer's written agreement and an appropriate transfer mechanism.

Security. Encryption at rest and in transit, access control, logging, and a defined incident procedure with notification within 72 hours of becoming aware of a personal data breach.

Personnel. Access limited to those who need it, under confidentiality obligations.

Retention and deletion. Customer Data is retained for the subscription and for 30 days after termination, then deleted, save where law requires retention.

Audit. The Customer may request information reasonably necessary to demonstrate compliance, not more than once a year, on reasonable notice.

Onward transfer after delivery. Once the Brain runs on the Appliance, processing takes place at the Customer's premises and Centurion ceases to be a processor, save where it accesses the Appliance for support under the Customer's supervision.

Schedule 5 — Certificate of title transfer

> **CERTIFICATE OF TRANSFER OF TITLE**
>
> Agreement dated _____ between Adrian Barkus, trading as Centurion AI and the Customer.
>
> Centurion confirms that all 24 Monthly Fees under the above Agreement have been paid in full, that the Option has been validly exercised, and that the Option Price of €1.00 has been received.
>
> **Title to the Appliance described in Schedule 2, serial number _____, passed to the Customer on the Title Transfer Date.**
>
> Signed for and on behalf of Adrian Barkus, trading as Centurion AI: .....
>
> Date: .....

Schedule 6 — Country annex

Not every obligation in this Agreement is a contract term. Some are registrations, some are tax mechanics, and some are national-law rules that a choice of English law does not switch off. The division matters commercially: the first table below is answered once, and the second is answered per order and per country.

A. Harmonised — one answer for the whole Union

ITEM	COMES FROM	POSITION
Governing law of the contract	Party autonomy (Rome I)	English law, for every customer
Court jurisdiction and enforcement	Hague Convention 2005; New York Convention for arbitration	Clauses 24.2 and 24.3, no variation by country
Data protection	GDPR	Schedule 4
CE marking — low voltage, EMC, RoHS	EU harmonising directives	A compliant appliance is compliant throughout the Union
UKCA marking	GB law	Great Britain only, not the EU
EU economic operator	Regulation (EU) 2019/1020	One EU-established operator may be nominated for the Union
VAT number validation	VIES	One check per customer, not per country
Reverse charge on business services	Place-of-supply rules	Clause 4.3

B. Per order and per member state — these do not travel

ITEM	COMES FROM	WHAT HAS TO BE DONE
WEEE producer registration	WEEE Directive through **national** registers	Separate registration, separate identifier, in each member state where equipment is placed on the market
Packaging extended producer responsibility	National schemes	Register and report in each member state

ITEM	COMES FROM	WHAT HAS TO BE DONE
Batteries, if the appliance contains one	Batteries Regulation, national registers	Per member state
E-invoicing mandate	National law — Italy, France and others, and changing	Confirm before invoicing in that country
Importer of record and Incoterm	Customs law and the commercial term chosen	Stated per order, clause 6.7
Unfair terms in a business contract	National law, not EU law	Material in Germany and Austria
Language requirements for enforceability	National law	Take local advice for Germany, France and the Netherlands before marketing there
Retention of title formalities	National insolvency and property law	Well established in Germany and the Netherlands; confirm elsewhere

Neither table covers consumer law, because none applies. Centurion supplies business to business only, and nothing in this Agreement is supplied to, or intended to be relied on by, a consumer. That removes consumer contract law from the picture entirely. It does not remove product compliance — WEEE, packaging and market surveillance attach to whoever first places the equipment on a member state's market, whatever the customer's status.

How this annex applies. Fill column B per order rather than per country: the importer of record and the delivery address can differ inside one market. Where a per-country item cannot be satisfied, the order does not proceed in that country. The answer is never a workaround in the contract.