

# DIGITAL FUTURES

## TERMS & CONDITIONS

### **Restrictive Covenants**

During the Term and for a period of 12 months after the end of the Term, the Company shall not induce or seek to induce a Consultant to leave employment with Digital Futures or employ or engage a Consultant without Digital Futures' prior written consent.

If the Company engages a Consultant in any capacity other than pursuant to this Agreement, as an employee, consultant, adviser, service provider or worker of any description, during the Term, it shall pay Digital Futures a placement fee within 10 days following such engagement equal to the Day Rate multiplied by the number of days from the date of such engagement until the end of the term.

### **Limitation of Liability**

Digital Futures' total aggregate liability in any 12-month period starting from the Commencement Date and continuing until terminated in accordance with this Agreement, under or in connection with the performance or contemplated performance of the Agreement, whether in contract, tort, indemnity, misrepresentation, restitution, negligence, breach of statutory duty or otherwise, shall be limited to £2,000,000. Digital Futures' total aggregate liability under any SOW shall be limited to the lower of the sums paid to the Company under that SOW or £500,000.

### **Transition Terms – all Consultants.**

For the period of twenty-four months from the date the consultant named in the statement of work has completed Digital Futures' standard training and is first deployed on a project for any of Digital Futures' clients (their "Development Programme Term"), the customer will not directly or indirectly solicit that consultant.

The customer will not be considered in breach of the non-solicitation provisions where an offer of employment is made to the consultant after the expiry of their relevant Development Programme Term. Should the customer wish to transition the consultant to a permanent member of staff, this may be done at month 24 onwards.