

Digital Futures Group Limited

General Terms & Conditions.

Restrictive Covenants

During the term of the agreement and for 12 months after it ends, the company must not encourage or attempt to encourage a consultant to leave Digital Futures, nor employ or engage a consultant, without Digital Futures' prior written consent.

If the company engages a consultant in any capacity other than under this agreement — including as an employee, consultant, adviser, service provider or worker — during the term, the company must pay Digital Futures a placement fee within 10 days of that engagement. The placement fee will be equal to the consultant's day rate multiplied by the number of days from the date of engagement until the end of the term.

Limitation of Liability

Digital Futures' total liability in any 12-month period, starting from the commencement date and continuing until termination in accordance with the agreement, whether arising in contract, tort, indemnity, misrepresentation, restitution, negligence, breach of statutory duty or otherwise, is limited to £2,000,000.

Digital Futures' total liability under any statement of work is limited to the lower of the total fees paid under that statement of work or £500,000.

Transition Terms – All Consultants

For a period of 24 months from the date the consultant named in the statement of work completes Digital Futures' standard training and is first deployed on a project for any Digital Futures client (the "Development Programme Term"), the customer must not directly or indirectly solicit that consultant.

The customer will not be in breach of the non-solicitation provision if an offer of employment is made to the consultant after the end of their Development Programme Term. The customer may transition the consultant to permanent employment from month 24 onwards.

Athena – Platform and Capability Services

Where Digital Futures provides services through its Athena platform, those services comprise workforce capability assessment, skills analysis, learning pathway recommendation, and associated reporting and support services. Athena is provided as a decision-support and enablement service and does not constitute professional advice, certification, or a guarantee of outcomes, qualifications, or performance improvements. The customer remains responsible for decisions taken based on Athena outputs and for the implementation of any organisational, workforce, or capability changes.

Athena services may involve the processing of customer-provided data relating to individuals, roles, skills, and organisational structures. Digital Futures will process such data solely for the purposes of delivering the Athena services, in accordance with applicable data protection laws, the agreement, and any applicable statement of work. All intellectual property in Athena, including the platform, methodologies, models, and learning content, remains the property of Digital Futures. Customer data and outputs generated for the customer remain the customer's property and will be made available to the customer upon termination in accordance with agreed data retention and exit provisions.