etherean
AI & DATA ADVISORY

Terms of business

Version 1.8, dated 12/11/2026.

Etherean Ltd, a company registered in England and Wales, company number 17550696, registered office 71-75 Shelton Street, Covent Garden, London WC2H 9JQ ("Etherean", "we", "us").

1. About these terms

1.1 These terms apply to every service Etherean provides to a business client ("the Client", "you"). Each engagement is set out in a Statement of Work ("SoW") that refers to these terms. Together, the SoW and these terms form the contract for that engagement.

1.2 We work only with businesses and public bodies, not consumers.

1.3 If the SoW and these terms conflict, these terms apply, unless the SoW expressly says that a specific clause of these terms is replaced.

1.4 No other terms apply, including any terms on a Client purchase order, unless both parties agree them in writing.

2. Meaning of words

2.1 **Services:** the work described in a SoW. **Deliverables:** the documents, sessions and set-ups we produce under a SoW. **Background IP:** intellectual property a party owns before, or develops outside, an engagement, including Etherean's methods, frameworks, assessment templates and technical templates. **Working day:** Monday to Friday, excluding bank holidays in England.

3. Our services

3.1 We provide the Services described in the SoW with reasonable skill and care.

3.2 We give advice and recommendations. You decide whether and how to act on them, and you are responsible for the results of those decisions.

3.3 We do not give legal, tax or financial advice. Where our work touches on law or regulation, such as UK GDPR or the EU AI Act, you confirm legal points with your own advisers.

3.4 We design and configure AI solutions, such as workflows, assistants, agents and document search, using AI platforms that you license, within your own systems. Unless a SoW expressly says otherwise, this does not include bespoke software development, hosting or ongoing operational services.

3.5 We may use carefully selected associates to help deliver the Services. They are bound by confidentiality terms at least as strict as these. We remain responsible for their work.

4. Your responsibilities

4.1 You will give us, on time, the cooperation we reasonably need, including: a named contact who can make decisions; access to the people, information, documents and systems set out in the SoW; review of drafts within the time in the SoW; and suitable arrangements for meetings.

4.2 You are responsible for the accuracy and completeness of the information you give us.

4.3 **Delays.** If information, people or access are not available when agreed, the dates in the SoW move by the length of the delay. If a delay lasts more than 10 working days, we will re-plan the work with you through change control (clause 7), which may include a fee for reasonable extra costs.

5. Fees, invoices and payment

5.1 Our fees are set out in the SoW. Unless the SoW says otherwise, fees are fixed for the agreed scope.

5.2 Fees exclude VAT. Once Etherean is VAT registered, VAT is added at the current rate.

5.3 We invoice in line with the payment schedule in the SoW. Unless the SoW says otherwise:

- **(a)** **fixed sessions** (such as an AI board briefing, Leadership Session, team training day or Enact Quick Build) are paid in full on booking, before the date is held;
- **(b)** **scoped projects** are paid 50% on signature of the SoW and 50% on acceptance of the final Deliverables;
- **(c)** **longer engagements** (such as Empower Foundations (with or without the Embed option) or Enact Rollout) are paid 50% on signature, 25% on approval of the main Deliverables and 25% at the end of the engagement; and
- **(d)** **retainers** are paid monthly in advance, for a minimum of 3 months, and either party may end a retainer on 1 month's written notice after that.

5.4 Invoices are payable within 30 days of the invoice date, except fixed sessions, which are payable in full on booking (clause 5.3(a)). Where you need a purchase order, give us its number before we start and we will quote it on our invoices. Terms on a purchase order do not apply (clause 1.4).

5.5 Agreed travel and expenses are charged at cost. We do not incur any without your written approval.

5.6 If you dispute part of an invoice, tell us in writing within 10 working days, with reasons, and pay the undisputed part on time. Both parties will try in good faith to settle the dispute quickly.

5.7 If an undisputed invoice is overdue, we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. If it remains unpaid 10 working days after we give written notice, we may pause the Services until it is paid, and the dates in the SoW move accordingly.

5.8 Any discount or credit (for example a founding client discount or a Leadership Session credit) applies only as set out in the SoW. A client receives either a founding client discount or a Leadership Session credit, not both. A Leadership Session credit applies only if the SoW for the Strategy work is signed within 60 days of the session date, and is deducted from the first invoice for that work.

5.9 **Moving or cancelling a booked session.** You may move a booked session free of charge with at least 10 working days' notice. With less notice, the fee you have paid is held as a credit you can use within 3 months. Sessions cancelled on the day are not refunded or credited. If you cancel a session rather than move it, with at least 10 working days' notice we refund the fee less 25%; with less notice the same credit rule applies. We may move a booked session if a presenter is ill or for another reason beyond our control. We will tell you as soon as we can and offer the nearest suitable date; if none suits you, we refund the fee for that session.

6. Acceptance

6.1 Within the period in the SoW (or 10 working days if none is stated), you will either accept each Deliverable or tell us in writing how it does not meet the agreed scope.

6.2 If you do not respond in that time, or you start using the Deliverable in your business, it is treated as accepted.

6.3 We will correct any agreed shortfall against the scope within a reasonable time, at no extra charge. Work beyond the agreed scope goes through change control.

6.4 If a session needed to complete a Deliverable (such as a playback or board presentation) cannot take place within 20 working days of the final draft for reasons on your side, the Deliverable is treated as accepted for payment. We still hold the session when you are ready.

7. Change control

7.1 Any change to the scope, Deliverables, timeline or fees must be agreed in writing before it takes effect. Either party may ask for a change. We will set out the effect on scope, timeline and fees, and work on the change starts once both parties have signed a change note. Email from an authorised person is enough.

8. Intellectual property

8.1 Each party keeps its Background IP.

8.2 On payment in full of all sums due under the SoW, we assign to you the intellectual property in the bespoke content of the Deliverables created specifically for you, excluding our Background IP.

8.3 Where a Deliverable includes our Background IP, we grant you a non-exclusive, perpetual, royalty-free licence to use it as part of that Deliverable for your internal business purposes. You may not sell or license it to others.

8.4 You grant us a licence to use the materials you provide, only to perform the Services.

8.5 We may use the general skills, knowledge and experience we gain, and anonymised, non-confidential learning, in our wider business.

8.6 Third-party software and AI tools used in an engagement remain subject to their own licence terms between you and the supplier.

9. Confidentiality

9.1 Each party will keep the other's confidential information confidential, use it only to perform or receive the Services, and share it only with people who need to know it and are bound by equivalent duties.

9.2 This does not apply to information that is public through no fault of the receiving party, was already lawfully known to it, is independently developed, or must be disclosed by law (in which case, where lawful, the other party is told first).

9.3 These duties continue for 5 years after the last SoW ends, and indefinitely for trade secrets.

9.4 If a mutual non-disclosure agreement is in place, it continues to apply alongside this clause. Where both set a period for confidentiality, the longer period applies.

9.5 **Freedom of information.** If you are subject to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, we recognise that you may have to disclose information about the Services. Where you can, you will consult us before disclosing our confidential or commercially sensitive information, and take our views into account.

10. Data protection

10.1 Each party will comply with the UK GDPR and the Data Protection Act 2018.

10.2 Where we process personal data on your behalf, including seeing personal data while working in your systems, we act as your processor and the data processing terms in the Schedule apply.

10.3 Our privacy notice explains how we handle personal data as a controller, for example the contact details of your staff.

11. Use of AI

11.1 We use AI tools to support our work only on paid business accounts with data-protection terms and with training on your data switched off, in line with our Data and AI Use Policy. A person reviews all AI output before it reaches you. You may set limits on our use of AI in the SoW.

11.2 **AI solutions we configure for you.** Where the Services include configuring AI solutions in your systems (for example under Enact):

- **(a)** the tools run on your own licences and accounts, under your agreement with the supplier, and you are responsible for those licences;
- **(b)** you approve each connection to your systems before it is switched on, and you are responsible for making sure people and the tools can only see what they should;
- **(c)** AI output can be wrong. The set-up includes human review, and you are responsible for how you use the output and for keeping a person involved in decisions that affect people;
- **(d)** unless the SoW says otherwise, our work ends at handover. We do not provide ongoing support, monitoring or maintenance; and
- **(e)** you are the deployer of any AI system we configure, and the controller of the personal data it uses.

12. Liability

12.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

12.2 Subject to clause 12.1, neither party is liable for any indirect or consequential loss, or for loss of profit, revenue, business, data or anticipated savings.

12.3 Subject to clause 12.1, each party's total liability under or in connection with a SoW is limited to the greater of the total fees paid and payable under that SoW and £100,000. For claims relating to data protection, the limit is £1,000,000, in line with our insurance. These limits do not apply to your duty to pay fees and expenses.

12.4 We hold professional indemnity, public liability and cyber insurance of at least £1,000,000 each, and will provide evidence of cover on request.

13. Term and ending a SoW

13.1 These terms apply from the date the first SoW is signed until the last SoW ends.

13.2 Subject to clause 5.3(d) for retainers, either party may end a SoW on 30 days' written notice.

13.3 Either party may end a SoW immediately by written notice if the other: (a) commits a material breach that is not put right within 14 days of written notice; or (b) becomes insolvent, enters administration or liquidation, or stops trading.

13.4 When a SoW ends, you pay for the Services performed and Deliverables produced up to the end date, and any expenses already committed with your approval. We hand over work in progress for paid work. Except for booked sessions, which follow clause 5.9, the initial payment is non-refundable if you end the SoW under clause 13.2. If we end the SoW under clause 13.2, or you end it under clause 13.3 because of our breach, we refund any fees paid for work not yet performed.

13.5 Clauses 5, 8, 9, 10, 11, 12, 14, 15 and 17 continue after a SoW ends.

14. Non-solicitation

14.1 During an engagement and for 6 months after it ends, neither party will knowingly solicit for employment or engagement anyone of the other's who was directly involved in the Services, except through general advertising.

15. Publicity

15.1 Neither party will use the other's name or logo, or describe an engagement publicly (including as a case study), without the other's written consent.

15.2 Where a SoW includes a founding client discount, the Client agrees to a written case study and to act as a reference, as set out in that SoW, with the content approved by the Client. If the Client later decides not to provide them, the founding client rate no longer applies to any work not yet invoiced.

16. Events outside our control

16.1 Neither party is liable for delay or failure caused by events beyond its reasonable control, provided it tells the other promptly and takes reasonable steps to limit the effect. If such an event lasts more than 30 days, either party may end the affected SoW by written notice.

17. General

17.1 **Notices:** notices must be in writing and sent by email to the contact named in the SoW, or for Etherean to hello@etherean.co.uk. A notice is received on the next working day after it is sent.

17.2 **Independent contractor:** Etherean provides the Services as an independent contractor. Nothing in these terms creates employment, partnership or agency.

17.3 **Assignment:** neither party may transfer its rights or obligations without the other's written consent, which will not be unreasonably withheld.

17.4 **Entire agreement:** the SoW and these terms are the entire agreement between the parties on their subject and replace earlier discussions. Each party confirms it has not relied on any statement not set out in them.

17.5 **Changes to these terms:** we may update these terms for future SoWs. The version referred to in a signed SoW applies to that SoW.

17.6 **Waiver and severance:** a delay in enforcing a right is not a waiver of it. If any part of these terms is found invalid, the rest continues to apply.

17.7 **Third parties:** no one other than the parties has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

17.8 **Disputes:** the parties will first try to resolve any dispute through their named contacts, and then between senior representatives, within 20 working days. Either party may still seek urgent relief from the courts.

17.9 **Governing law:** these terms and every SoW are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule: Data processing terms

S.1 These terms apply where Etherean processes personal data on the Client's behalf. The SoW (or a note agreed in writing) records the subject matter and duration of the processing, its nature and purpose, the types of personal data, the categories of people concerned, the approved sub-processors and any transfer outside the UK.

S.2 Etherean will:

- **(a)** process the personal data only on the Client's documented instructions, including on transfers outside the UK, unless the law requires otherwise, in which case it will tell the Client first where lawful;
- **(b)** make sure everyone authorised to process the personal data is bound by confidentiality;
- **(c)** take appropriate technical and organisational security measures, including multi-factor sign-in on Etherean accounts and devices, and keeping Client data only in Etherean's business workspace or the Client's own systems;
- **(d)** not engage another processor without the Client's prior written approval. The Client approves the sub-processors listed in the SoW (for example Etherean's business workspace and AI tool providers). Etherean will give notice of any intended change, and the Client may object. Etherean will impose equivalent data protection terms on any approved processor, remaining responsible for its work;
- **(e)** help the Client, taking into account the nature of the processing, to respond to requests from individuals exercising their rights, and to meet its duties on security, breach notification, data protection impact assessments and consultation with the ICO;
- **(f)** tell the Client without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting the Client's data;
- **(g)** at the Client's choice, delete or return all personal data within 30 days of the end of the Services, and delete existing copies unless the law requires them to be kept; and
- **(h)** make available the information needed to show compliance with these terms, and allow for and contribute to reasonable audits by the Client or its auditor, on reasonable notice and no more than once a year unless a breach has occurred.

S.3 Etherean will not transfer the Client's personal data outside the UK unless the Client has approved it (including through the sub-processor list in the SoW) and appropriate safeguards are in place under UK data protection law.