



**TechForce[™]
Cyber**

Cyber Security Maturity Assessment Terms

1. Service Provision THETECHFORCE LIMITED ("the Provider") agrees to perform the Cyber Security Maturity Assessment ("the Service") for the client ("the Client") in accordance with the description outlined in the Service Definition Document. The Service will be performed at the location(s) agreed upon and within the timeframe stipulated in the service agreement.

2. Client Obligations The Client agrees to provide all necessary access to its information technology systems, facilities, and relevant personnel as required for the Provider to perform the Service effectively. The Client shall also ensure that all necessary consents and approvals are obtained prior to the commencement of the Service.

3. Confidentiality Both the Provider and the Client shall maintain strict confidentiality regarding any data, information, and findings related to the Service. Confidential information shall not be disclosed to any third parties without prior written consent from the party that owns the information.

4. Data Protection The Provider will comply with all applicable data protection laws including the General Data Protection Regulation (GDPR) regarding the collection, use, and retention of personal data from the Client. Data collected during the Service will only be used for the purpose of delivering the Service and will not be used for any other purposes without the Client's explicit consent.

5. Intellectual Property All intellectual property rights in any reports, documents, or materials produced by the Provider in connection with the Service will belong to the Provider. The Client will be granted a non-exclusive, royalty-free license to use such materials for internal business purposes related to the Service.

6. Payment Terms Payment terms shall be as agreed in the service agreement. Typically, the Service is offered on a fixed price basis, and payment is due within 30 days of the invoice date.

7. Cancellation Policy The Client may cancel the Service by providing at least 14 days written notice before the scheduled commencement date. In the event of cancellation by the Client within 14 days of the commencement date, the Client may be charged a cancellation fee as detailed in the service agreement.

8. Limitation of Liability The Provider's liability in connection with the Service, whether due to breach of contract, negligence, or otherwise, shall not exceed the total fee paid by the Client for the Service. The Provider shall not be liable for any indirect or consequential losses.

9. Dispute Resolution Any disputes or claims arising out of or in connection with the Service shall be resolved through mediation or, failing that, by arbitration in accordance with the laws of Scotland.

10. Force Majeure Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

11. Amendments These terms and conditions may only be amended or modified by a written agreement signed by authorized representatives of both the Provider and the Client.

12. Governing Law This agreement shall be governed by and construed in accordance with the laws of Scotland.

Contact Information For any queries regarding these terms and conditions, please contact: THETECHFORCE LIMITED Balmoral Hub, Aberdeen, AB12 3JG