

Terms and Conditions – Cyber culture and behavioural change programme

Scope of services

CAPSLOCK shall provide cyber culture and behaviour change services as agreed with the buyer. The scope, duration, and outputs shall be defined in a Statement of Work (“SoW”) agreed by both parties.

Services may include assessments, workshops, leadership engagement, behavioural interventions, and reporting.

Buyer responsibilities

The effectiveness of cultural and behavioural change activities is dependent on organisational engagement.

The buyer agrees to:

- Provide reasonable access to relevant stakeholders
- Support participation by staff and leadership
- Facilitate agreed assessment and feedback activities

CAPSLOCK shall not be responsible for outcomes where engagement is materially restricted or withheld.

Non-solicitation

Throughout the duration of the contract and for six months following its termination, CAPSLOCK and the buyer agree not to solicit or engage, directly or indirectly, any personnel of the other party who are materially involved in the delivery of the services, except where otherwise agreed in writing.

This clause shall not prevent either party from employing individuals who independently apply for roles through open recruitment processes.

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Intellectual Property (IP)

All methodologies, tools, frameworks, and materials used in the delivery of the services remain the intellectual property of CAPSLOCK unless otherwise agreed.

The buyer is granted a non-exclusive licence to use reports and outputs internally for organisational improvement purposes.

Working hours

Services shall normally be delivered during standard working hours of 09:00–17:00, Monday to Friday.

Any work required outside these hours must be agreed in advance and may be subject to additional charges as set out in the SoW.

Payment terms

CAPSLOCK's services shall be delivered in accordance with an agreed SoW and supported by a valid purchase order.

CAPSLOCK will invoice monthly unless otherwise agreed. Invoices are payable within **30 days** of the invoice date.

Nature of services

The Cyber Culture & Behaviour Change Programme provides advisory and support services. CAPSLOCK does not guarantee specific behavioural outcomes or reductions in incidents, as outcomes are influenced by organisational factors outside CAPSLOCK's control.