CAPSLOCK

# Terms and Conditions - Deploy

## Non-Solicitation

Throughout the duration of the contract and for six months after its termination, CAPSLOCK and the buyer agree not to hire, directly or indirectly (via third parties or otherwise), or engage in any contractual arrangement for the same objectives, any personnel from the other party involved in service provision. Should either party violate this provision, they are obligated to pay the other party a predetermined sum as liquidated damages, acknowledging the potential damages and disruptions to the smooth operation of the affected party's business caused by such a breach.

## Staff transfer eligibility and transition fees

Buyers are permitted to hire consultants currently employed by CAPSLOCK ("Employed Consultants") without violating the non-solicitation provisions, provided that said consultant has been working with the buyer for a minimum of 12 months. Once this condition is met, CAPSLOCK will forfeit its entitlement to the liquidated damages fee outlined in the non-solicitation clause.

## Overtime rates and working hours

CAPSLOCK recognises the demands of working in professional service delivery and therefore will endeavour to be flexible outside of the standard office hours of 09:00 – 17:00 Monday – Friday.

The Daily Rates applied to CAPSLOCK Employed Consultants are calculated on the basis of an 8-hour workday. Any hours over an 8-hour day shall be compensated as overtime at overtime rates of a pro-rata hourly rate during the week and a 25% uplift on rates for weekend hours and 50% on bank holiday hours.

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## Payment terms

CAPSLOCK's service provision is typically outlined and agreed with each buyer on a case-by-case basis. A statement of work will be agreed by both parties and purchase order provided by the buyer.

CAPSLOCK will invoice monthly and the buyer is requested to pay the full invoice within 30 days.