

1 Definitions

- 1.1 In these General Terms and Conditions Hunt & Hackett B.V. (hereinafter: 'Terms and Conditions') the following terms shall, when written with a capitalized letter, have the meaning as set forth herein:
- a. **Client:** the party that entered into an agreement with Hunt & Hackett.
 - b. **Confidential Information:** means any information, disclosed by or on behalf of the disclosing party to the receiving party regardless of its nature or form, whether in writing, electronically, verbally or by any other means, either directly or indirectly to the receiving Party, whether or not marked as 'confidential', 'secret', 'proprietary' or other similar language, including all information of which the receiving party reasonably understands or ought to understand to be confidential. Confidential Information may include but is not limited to: scientific, technical, marketing, business, financial, operational, administrative and economic information related to past, present and future ideas, concepts, drafts, products, Services, business plans, experience, documents, software, programming techniques, developments, or data related to manufacturing products, plans, drawings, costs, equipment, materials, samples, technology, packaging as well as visual information that the receiving party may receive from the disclosing party.
 - c. **GDPR:** the General Data Protection Regulation (Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC).
 - d. **Hunt & Hackett and/or Supplier:** Hunt & Hackett B.V., a private company with limited liability, having its registered office at The Hague and having its principal place of business at Lange Voorhout 11, 2514 EA, Den Haag, filled with the Dutch Trade Register, number 78688841.
 - e. **Services:** all the services provided to Client by or on behalf of Hunt & Hackett.
 - f. **Subcontractor:** a third party engaged by Hunt & Hackett to perform (part of) the Services.
- 1.2 The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions.

2 Applicability

- 2.1 These Terms and Conditions apply to all orders, offers, agreements or Services provided by Hunt & Hackett to Client.
- 2.2 Client accepts the applicability of (license) terms and conditions of third parties used by Hunt & Hackett to provide the Services, in the event this is required by

these third parties. Those third party (license) terms and conditions prevail over these Hunt & Hackett Terms and Conditions.

- 2.3 If the Services provided to Client contain access to (online) environments, (user) platforms or suchlike, this access might include applicability and acceptance of (end-user) policies as well. Client shall ensure compliance by and will remain responsible and liable for, the personnel which is provided access by or on behalf of Client.
- 2.4 The applicability of Clients purchase conditions or any other general terms and conditions used or referred to by Client, whether or not included in an automatically generated purchase order to confirm an order or agreement with Hunt & Hackett, is explicitly excluded and rejected.
- 2.5 If any provision of these Terms and Conditions is determined to be invalid or non-binding, in whole or in part, the remaining provisions will continue in full force and effect as if these Terms and Conditions had been executed without the invalid or non-binding provision. In that event, the parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of such provision and these Terms and Conditions.

3 Offers

- 3.1 All offers issued by Hunt & Hackett are without any obligation unless Hunt & Hackett explicitly indicates otherwise. Client guarantees the correctness and completeness of the information provided by or on behalf of Client to Hunt & Hackett.
- 3.2 All fees mentioned or quoted by Hunt & Hackett are valid for 30 days as off the moment of communication by Hunt & Hackett unless explicitly stated otherwise by Hunt & Hackett.

4 Fees

- 4.1 All prices, rates, tariffs, or any other fees provided or communicated by Hunt & Hackett, are in euro's and exclusive of turnover tax (VAT).
- 4.2 The prices included in an offer or agreement apply only to the work described in that offer or agreement. Client cannot derive any rights from the quoted fees for any work still to be agreed upon.
- 4.3 Hunt & Hackett is entitled to adjust the hourly rates applied by Hunt & Hackett annually. Hunt & Hackett will notify Client of price adjustments as referred to in this article at least 30 days in advance.
- 4.4 Hunt & Hackett will not be bound by any available budget communicated to Hunt & Hackett by Client. A budget included in an offer or agreement is an estimation only.
- 4.5 If parties explicitly agreed upon a (maximum) available budget for specific Services, Hunt & Hackett will perform the Services at the applicable hourly rates until the budget is utilized.

5 Payment terms

- 5.1 All fees are due by Client within 30 days as off the date of invoice.
- 5.2 If the agreement between Hunt & Hackett and Client does not include a specific invoice schedule, all annual fees are due in advance per year. All other fees will be invoiced on a monthly basis.
- 5.3 If Client does not meet its payment obligations within the term as included in article 5.1 of these Terms and Conditions or the term parties explicitly agreed, Client will owe statutory interest for commercial agreements on the outstanding amount, without a reminder or notice of default being required.
- 5.4 If Client continues to fail to meet its payment obligations to Hunt & Hackett even after a reminder or notice of default has been issued, Hunt & Hackett may assign the claim to a third party and, in addition to the total fees owed, Client is also obliged to pay all reasonable judicial and extrajudicial costs, including (but not limited to) all costs charged by external experts. This is without prejudice to Hunt & Hackett's other statutory and contractual rights.

6 Term of the Agreement

- 6.1 If no specific term is included in the agreement and the Services do not end by fulfilment of the assignment, the term of the agreement will be one year. The term of the agreement between Hunt & Hackett and Client will automatically be renewed for one year unless either Hunt & Hackett or Client terminates the agreement with due observance of a notice period of three (3) months before the end of the term.
- 6.2 If the agreement has been entered into for an indefinite period of time and the Services do not end by fulfilment of the assignment, either of the Parties may terminate the agreement in writing, with due observance of the agreed notice period, in the absence of which a notice period of three (3) months shall apply.

7 Performance of Services by Hunt & Hackett

- 7.1 Hunt & Hackett performs the Services with commercial reasonable care and competence with a degree of care which may reasonably be expected of a commercial party engaged in providing Services similar to those of the Services provided by Hunt & Hackett, and in accordance with the technical and/or functional specifications explicitly agreed upon in writing with the Client.
- 7.2 Hunt & Hackett does not guarantee or ensure that the Services, will be suitable for Client's intended use, goals, or purpose.
All Services provided by Hunt & Hackett are to be considered as an obligation of means (in Dutch: '*inspanningsverplichting*').
- 7.3 Hunt & Hackett takes reasonable commercial efforts to observe (delivery) periods and/or (delivery) dates as much as possible. (Delivery) periods and/or (completion) dates agreed by Hunt & Hackett have been determined to the best of its knowledge on the

basis of the information known to Hunt & Hackett at the time of entering into the agreement and do only apply as target periods and target dates and are never a fatal deadline (in Dutch: '*fatale termijn*'). The mere exceeding of a (delivery) term and/or (delivery) date shall not cause Hunt & Hackett to be in default. Hunt & Hackett shall never be liable for (the consequences of) exceeding an agreed (delivery) term or failure to meet a (delivery) date.

- 7.4 Client is fully and exclusively responsible for the use of the (results of) the Services. Hunt & Hackett does not guarantee that its Services, including but not limited to its (security) notifications, findings, conclusions, or results of the Services are complete or correct. If Services include the use of software, the software will be provided and accepted 'as-is', therefore, with all visible and invisible errors and defects, without prejudice to any explicit guarantee obligation.
- 7.5 If for the performance of the Services, at the request or instruction of the Client, certain third party software is used by or on behalf of Hunt & Hackett in the performance of the Services, the risks with regard to errors, defects and interruptions in the operation of the software concerned are entirely and exclusively at Client's risk.
- 7.6 Hunt & Hackett and Client acknowledge that constructive, correct, and timely mutual cooperation is important for the success of the Services. Client always provides all necessary cooperation in a timely manner and provides all information that may be necessary for the execution of the agreement. Client guarantees that the information provided is complete, accurate and correct. Hunt & Hackett reserves the right to suspend the performance of the Services if, in its reasonable opinion, the cooperation and/or information necessary to complete the Services and which Hunt & Hackett explicitly requested is not provided, incorrect and/or inadequate.
- 7.7 Client is responsible for the techniques, procedures and methods prescribed by or on behalf of Client, as well as for the directions and instructions given by or on behalf of it. Hunt & Hackett is not obliged to follow (changed) instructions that change the scope of the Services. Services performed following such directions or instructions will be charged to Client in accordance with the agreed or, in the absence thereof, Hunt & Hackett's usual (hourly) rates.
- 7.8 If requested by Hunt & Hackett, Client will provide the necessary assistance in any investigation with respect to compliance with the applicable restrictions on the use of the Services.

8 Specific Services

- 8.1 The Services provided by Hunt & Hackett may contain (elements of) software-as-a-service or monitoring of (parts of) Client's Network through to use of (a combination of) software and hardware or other goods or equipment. Hunt & Hackett does not guarantee that these Services are free of errors and function without any interruptions, suitable for Client's

intended use, or in accordance with all laws, regulations, or policies applicable to Client. Hunt & Hackett takes commercial reasonable effort to repair errors in the underlying software but does not guarantee that a solution can be provided in all circumstances.

- 8.2 Unless explicitly stated otherwise in the agreement, goods or equipment used for the performance of the Services, are licensed and not sold on a non-exclusive, non-transferable and a non (sub-) licensable basis exclusively for the support of the performance of the Services.
- 8.3 Hunt & Hackett is entitled to adjust the scope, requirements, or service levels of the Services, in the event, to the sole opinion of Hunt & Hackett, this is required due to third party services used by Hunt & Hackett in the performance of the Services to Client. Hunt & Hackett is not obliged to amend the scope of Services provided to Client at Client's request.
- 8.4 Some Services provided by Hunt & Hackett (including but not limited to pen testing, red-teaming assignments, and suchlike) may require an explicit consent and written indemnification from Client and – if applicable – third parties. Client will provide all necessary assistance and approval as reasonable requested by Hunt & Hackett in order for Hunt & Hackett to perform these kinds of Services. Hunt & Hackett will never be obliged to perform any Services if Hunt & Hackett did not receive the necessary written consent and indemnifications from the parties involved.
- 8.5 Hunt & Hackett is entitled to limit the access to (online)portals, environments and/or (user-) platforms entirely or partially (temporarily) out of operation, in particular for preventive, corrective or adaptive maintenance.
- 8.6 If goods or equipment provided by Hunt & Hackett are stored at Client's premises, Hunt & Hackett as well as third parties authorised by them, are entitled at any time after prior notice to enter buildings where the goods/equipment is or may be stored, to inspect, replace or withdraw such goods or equipment.
- 8.7 After the agreement is terminated Client must ensure any goods or equipment are returned to Hunt & Hackett within one (1) month.

9 Confidentiality

- 9.1 Both Hunt & Hackett and Client shall ensure that Confidential Information provided to them by the other Party shall remain secret and shall not share, disclose, or otherwise disclose Confidential Information with third parties. The receiving party shall subject the Confidential Information to reasonable measures to keep it secret. Hunt & Hackett shall be entitled to disclose such Confidential Information to affiliated companies and Subcontractor(s), provided that they are under an obligation of confidentiality, which obligation shall be no less stringent than that set out in this article, on the understanding that Hunt & Hackett shall at all

times remain responsible for compliance by these parties with such obligations of confidentiality.

- 9.2 The confidentiality obligations are not applicable to Confidential Information that: (i) is or becomes publicly available other than by breach of this agreement; (ii) was lawfully in the possession of the Receiving Party prior to the disclosing of the Confidential Information by the Disclosing Party as recorded in its files; (iii) has been obtained by the Receiving Party from a third party lawfully in the possession of such information and without a breach of such third party's obligations of confidentiality related to that information; (iv) has been independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; (v) the Receiving Party is required to disclose by an order from a competent court or authorized governmental authority or regulatory body, provided that in such event the Receiving Party shall give immediate notification to the Disclosing Party, to the extent permitted by law, provided that the Receiving Party shall take all reasonable measures to limit the Confidential Information that needs to be provided and seek appropriate relief to protect the confidentiality of the Confidential Information provided.
- 9.3 Nothing in the agreement prevents or hinders Hunt & Hackett from providing Services equal to or comparable with Services to other clients or to use or share knowledge, experience and skills acquired during the performance of the Services or arising from the Services, subject to the confidentiality obligations set out in article. Technical information or data received or gained access to by Hunt & Hackett while performing the Services for the Client concerning methods, concepts, techniques and/or principles used by third parties to penetrate or circumvent computer- or information security or to intrude (computer-)networks, (including any attempt thereto) is not considered to be Confidential Information.

10 Privacy and data processing

- 10.1 Hunt & Hackett may process personnel data (as defined in the GDPR) while performing the Services for Client. If and to the extent necessary, parties will agree upon a separate data processing agreement. Hunt & Hackett will process the data as a processor as defined in the GDPR, on Client's request and in accordance with the instructions provided by Client.
- 10.2 Client will ensure that none of the (content included in the) data provided to Hunt & Hackett (whether defined as personnel data in the GDPR or not), will be unlawful, processed or provided in a way not in accordance with applicable law, or infringe any third parties rights.

11 Identification methods

- 11.1 The risk of loss, theft or damage to goods, information (including but not limited to: (end-)user names, passwords, codes or other methods of

identification), documents, software or data files that are used (as part of) the Services provided to Client, will pass to Client at the moment these are under actual control of (a third party on behalf of) Client.

- 11.2 Hunt & Hackett will not be liable for any damages suffered or costs incurred as a result of the use or misuse of (end-)user names, passwords, codes or other methods of identification, unless the use or misuse is a direct result of any fraud, intent or deliberate recklessness of Hunt & Hackett.

12 Intellectual property

- 12.1 Nothing in these Terms and Conditions is to be read as an (obligation to) transfer intellectual property rights which already exist at the time of the conclusion of the agreement. Such intellectual property rights are and remain vested exclusively in Hunt & Hackett or Client or their licensors. All intellectual property rights arising from the performance of the Services by or on behalf of Hunt & Hackett, including but not limited to intellectual property rights to the software, websites, data, files, databases, hardware, training, testing material, as well as analyses, designs, documentation, reports, offers including preparatory or concept materials, belong exclusively to Hunt & Hackett, its licensor(s) and/or supplier(s) engaged by Hunt & Hackett.
- 12.2 Client only receives the rights to use the Services to the extent strictly necessary for the intended use expressly agreed in writing between the parties. All rights to use (parts of) the Services are, unless explicitly otherwise agreed upon in writing, non-exclusive, non-transferable, and non-sublicensable. These limitations are also applicable to any documents, analyses, reports, or suchlike, that Hunt & Hackett might deliver to Client as (part of) the Services. Client shall only use such documents, analyses, reports, or suchlike for Client's internal purposes. Rights of use will be granted to Client under the condition that Client has paid in full and properly all of the fees due to Hunt & Hackett.
- 12.3 Hunt & Hackett indemnifies Client against any legal action by a third party based on the allegation that materials developed by Hunt & Hackett itself for the Client infringes an intellectual property right of that third party, on the condition that the Client immediately informs Hunt & Hackett in writing of the existence and content of the legal action and leaves the handling of the matter, including but not limited to making any settlements, entirely to Hunt & Hackett. To this end, the Client will provide the necessary powers of attorney, information, and cooperation to Hunt & Hackett to defend itself, if necessary in the name of the Client, against these legal claims. This obligation to indemnify does not apply if the alleged infringement relates (i) to materials made available by the Client to Hunt & Hackett for use, modification, processing, incorporation, or maintenance (ii) to changes made by or on behalf of the Client to the materials without Hunt & Hackett's prior written consent.

- 12.4 If it is irrevocably established at law that the materials developed by Hunt & Hackett itself infringe any intellectual property right belonging to a third party, or if in Hunt & Hackett's opinion there is a reasonable chance that such an infringement will occur, Hunt & Hackett will, if possible, ensure that Client can continue to use the Services agreed upon, or functionally equivalent other Services.

Any other or more far-reaching indemnification obligation on the part of Hunt & Hackett is excluded. Client is not entitled to (request a third party to) remove any indications in materials or Services provided by or on behalf of Hunt & Hackett which relate to the confidential nature or the intellectual property rights or have them changed.

- 12.5 Client guarantees that the information, data (data) and/or materials, including but not limited to preparatory material, provided to Hunt & Hackett do not violate any rights of third parties and that Hunt & Hackett and Subcontractors are entitled to use these for the performance of the Services. Client indemnifies Hunt & Hackett and Subcontractors against any claim by a third party based on the allegation that making the relevant information, data (data) and materials available in such a way, as well as the aforementioned use, infringes any right of a third party.

13 Termination of the agreement

- 13.1 Both Hunt & Hackett and Client shall be entitled to terminate the agreement at any time without notice of default and without judicial intervention by giving written notice to the other party: (i) if the other Party is granted a suspension of payments (ii) if a petition for bankruptcy is filed in respect of the other Party (iii) if the other Party's business is wound up or terminated other than for the purpose of reconstruction or amalgamation of companies, or (iv) if the decisive control over the Client's business changes.
- 13.2 Subject to the provisions of article 6 of these Terms and Conditions, Client is not entitled to prematurely terminate an agreement entered into for a definite period or an agreement that ends by fulfilment of the assignment. Article 7:408 sub 1 of the Dutch Civil Code will not apply between Client and Hunt & Hackett.
- 13.3 Both Hunt & Hackett and Client shall only be entitled to dissolve (in Dutch: *ontbinden*) the agreement following an imputable failure in the performance of the agreement if the other party, in all cases after a written notice of default as detailed as possible setting the other party a reasonable period for remedying the failure, should still imputably fails to meet its essential obligations under the agreement. Amounts invoiced by Hunt & Hackett prior to dissolution in connection with what it has already properly performed or delivered in the performance of the agreement will remain due in full and will become immediately due and payable at the time of dissolution.

- 13.4 Dissolution of the agreement by the Client is in all cases limited to that part of the agreement relating to the service in respect of which Hunt & Hackett has failed imputably. If the Client dissolves the agreement (in whole or in part) and has already received performance for the performance of the agreement, this performance and the related payment obligations will not be subject to cancellation, unless the Client proves that Hunt & Hackett is in default with regard to the essential part of these performance.
- 13.5 Unless performance by Hunt & Hackett is permanently impossible, Hunt & Hackett is exclusively liable for an attributable failure in the performance of the agreement if Client promptly serves Hunt & Hackett with a written notice of default, granting a reasonable term for remedying the failure, and Hunt & Hackett continues to fail to meet its obligations after the reasonable term passed. The notice of default must contain a description of the breach that is as complete and detailed as possible, in order for Hunt & Hackett to respond adequately.
- 13.6 Hunt & Hackett shall not be obliged to refund any fees or payments already received and/or to compensate any damages due to termination based on this article 13.
- 13.7 Unless stipulated otherwise in the agreement, Client is obliged at the first request, and in the absence of such request, after completion of the Services, to cease all use of software made available by or on behalf of Hunt & Hackett and at Hunt & Hackett's request, to immediately permanently remove it from the systems used by Client. If so requested, Client will immediately confirm its compliance with this obligation in writing to Hunt & Hackett.

14 Liability

- 14.1 Hunt & Hackett's maximum liability arising from or in connection with the agreement, wrongful act or any other legal basis whatsoever, including any failure to comply with an agreed guarantee or indemnification obligation, is limited to compensating direct damage to a maximum of one hundred percent (100%) of fees received by Hunt & Hackett (excl. VAT) for the service in respect of which Hunt & Hackett fails to perform.
- 14.2 If the agreement is primarily a continuing performance agreement with a term of more than one year, the fee stipulated for the agreement will be set at the total of the fees (excluding VAT) received for the service in question for one year. Under no circumstances, will Hunt & Hackett's total liability for direct damage, for whatever reason, exceed € 250,000 (two hundred and fifty thousand euros).
- 14.3 Hunt & Hackett's liability for damage due to death, bodily injury or because of material damage to goods shall never exceed a total of € 1,250,000 (one million two hundred and fifty thousand Euros).
- 14.4 Hunt & Hackett will not be liable for indirect damage, consequential and/or special loss or damage, including but not limited to reduced goodwill, damage due to business stagnation or interruption and damage as a result of claims by Clients customers, loss of profit and/or turnover, costs of retrieving or restoring data, damage resulting from or in connection with software, materials, data, information and/or instructions provided by or on behalf of Client which are incomplete, incorrect, inaccurate, illegible or otherwise defective.
- 14.5 Nothing in these Terms and the Conditions shall exclude or limit Hunt & Hackett's liability if the damage is the result of fraud, intent, or deliberate recklessness on the part of Hunt & Hackett.
- 14.6 A condition for the creation of any right to compensation is always that Client reports the damage to Hunt & Hackett in writing as soon as possible after it has arisen, at the latest within one (1) year.
- 14.7 The provisions of this article 14 as well as all other limitations and exclusions of liability also apply to the benefit of Subcontractors and other (legal) persons used by Hunt & Hackett in the performance of the agreement.

15 Force Majeure

- 15.1 Neither party is obliged to fulfil any obligation, including any statutory and/or agreed guarantee obligation, if that party is prevented from doing so as a result of force majeure. Force majeure on the part of Hunt & Hackett is understood to include, but is not limited to: (i) force majeure on the part of suppliers of Hunt & Hackett or Subcontractors (ii) failure of suppliers prescribed by Client to properly fulfil their obligations, (iii) defectiveness of goods, software or materials or files of third parties the use of which has been prescribed by Client to Hunt & Hackett, (iv) actions, omissions or failure to respond in a timely manner by regulatory or governmental bodies (including but not limited to the implementation of laws or regulations or other governmental acts affecting the provision of the Services) (v) power cuts, (vi) disruption of the internet, data network or telecommunications facilities, (vii) war or terrorism, (viii) epidemic and/or pandemic, (ix) general transport problems.
- 15.2 If a situation of force majeure lasts longer than sixty days, both Hunt & Hackett and Client have the right to dissolve the agreement in writing. What has already been performed on the basis of the agreement between Hunt & Hackett and Client will in that case be settled proportionately.

16 Personnel

- 16.1 The (technical) experts who provide the Services on behalf of Hunt & Hackett have the qualifications agreed upon in writing. Hunt & Hackett is entitled to replace those (technical) experts and other personnel during the term of the agreement.
- 16.2 Client will provide competent and expert personnel who have the necessary knowledge of and are sufficiently familiar with the processes, objectives, organisation, infrastructure, systems, (information) security and other relevant matters for the performance of the agreement.

- 16.3 If Hunt & Hackett's personnel needs access to the Client's premises to perform the Services, the personnel will comply with all reasonable rules and procedures applicable at that Client's premises which have been made known to Hunt & Hackett in advance, if and insofar as the nature and performance of the Services do not oppose this.
- 16.4 Hunt & Hackett is entitled to use affiliated companies and/or Subcontractors without the prior written consent of Client. Hunt & Hackett remains responsible for the performance of the agreement.
- 16.5 During the term of the agreement as well as for a period of one (1) year after the termination date, Client is not entitled to (let third parties on their behalf) offer and / or solicit Hunt & Hackett' personnel (and/or any Subcontractor used by Hunt & Hackett for the performance of the Services) to work for Client or for a company affiliated to Client.

17 Assignment of rights

- 17.1 Client may not assign, pledge, or otherwise transfer, its rights or delegate its duties or obligations under agreements with Hunt & Hackett without Hunt & Hackett' prior written consent. Any attempt to do so is void.
- 17.2 Hunt & Hackett is entitled to sell, pledge, or otherwise transfer its claims for payment of any fees or other sums due to a third party.

18 Applicable law and court

- 18.1 The agreements between Hunt & Hackett and Client are governed by the laws of the Netherlands. Applicability of the Vienna Convention 1980 is explicitly excluded.
- 18.2 Any dispute arising out of or in connection with the agreements between Hunt & Hackett and Client shall be submitted to the jurisdiction of the competent courts of The Hague, the Netherlands.