



GENERAL TERMS & CONDITIONS

SYGNIUS BV – AMSTERDAM

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this “Agreement”.

- a. Applicable Courts: The courts of the Netherlands.
- b. Applicable Currency: The currency in which the Fees are expressed.
- c. Applicable Exchange Rate: The cross rate for the currency concerned into Applicable Currency.
- d. Applicable Laws: The laws, statutes and regulations of the Netherlands.
- e. As Is: The delivery of the Services where no expressed or implied warranty is provided.
- f. Base Rate: 1-month maturity Euro Interbank Offered Rate (EURIBOR) (available on www.emmi-benchmarks.eu/)
- g. Business Days: A day (other than a Saturday, Sunday or public holiday) when banks in the Netherlands are open for business.
- h. Confidential Information: All data and information concerning the parties’ organization, commercial, financial, marketing, technical or other information, know-how or trade secrets, customers, procedures, the Services (including specifications and other documentation), etc. in any form or medium of which they become aware while working with each other.
- i. Customer: the legal entity, which has purchased a Service specified in the Service Description and any other legal entity, which Customer in writing has received permission to share the Service with.
- j. Expiration Date: The expiration date of the Agreement as stated in the Service Description, or if such date has not been stated in the Service Description, one year from entering into this Agreement.
- k. Fees: Service Fees and any other costs and expenses payable by the Customer to SYGNIUS as set out in the Service Description or otherwise in this Agreement.
- l. Intellectual Property Rights: All intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, Confidential Information, trade secrets, business names and domain names, trademarks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off.
- m. Services: Services provided by SYGNIUS and/or third parties under the terms of this Agreement are as set out in the Service Description.
- n. Service Description: The Service Description defines/describes the Services to be rendered.
- o. Service Fee: All fees payable by the Customer to SYGNIUS as set out in the Service Description.
- p. SYGNIUS: Sygnius BV, a civil company with limited liability, registered with the Chamber of Commerce in the Netherlands.

Words in the singular include the plural and those in the plural include the singular.

2. SERVICES

2.1 SYGNIUS will provide the Services such as implementation services, support services, automated and manual monitoring, alert services, penetration testing, scenario-based testing, conduct analysis and provide reports to the extent and detail levels and subject to the Fees specified in the Service Description.

2.2 Should the Services include implementation services, SYGNIUS will use its reasonable endeavours to deliver the Services at the latest on the date of delivery as specified in the Service Description.

2.3 If the Services are specified to be provided by named or otherwise specified SYGNIUS staff member, SYGNIUS may still substitute staff at its discretion; in such circumstances, it will endeavor to give reasonable notice, and to provide equivalent replacement staff whom the Customer will be given the opportunity to approve. Further, SYGNIUS periodic staff training and annual holidays may lead to staff being absent from assignments for short periods. SYGNIUS will endeavor to avoid any disruption to the progress of the assignment.

2.4 The Parties shall, as soon as possible, inform each other of any and all relevant circumstances and events, such as modifications, problems, delays and other matters which may be of significance for provision of the Services. Any required follow-up in relation to the Services is done by e-mail or telephone, unless otherwise agreed.

2.5 SYGNIUS retains any and all intellectual property rights, including but not limited to, copyright in all material, including inter alia Source Code developed by SYGNIUS for the Customer, project specifications and reports provided to the Customer.

3. REQUIREMENTS CUSTOMER

3.1 The Customer is required to follow all instructions given by SYGNIUS regarding the use of the Services.



3.2 The Customer shall grant SYGNIUS access to documents, data, servers, equipment, web applications, mobile applications and premises (“Customer Equipment”) and allow SYGNIUS to monitor/scan such Customer Equipment from external and/or internal locations to the extent necessary for provision of the Services and to process and generate back-ups of information/logs generated by the Customer’s use of the Services. Moreover, the Customer shall provide SYGNIUS with correct information and documentation and shall inform SYGNIUS of decisions in respect of the Customer’s business to the extent necessary to enable SYGNIUS to perform its undertakings in accordance with this Agreement.

3.3 Some Services may involve activities that could be considered acts or preparation to, inter alia, damage of property and trespassing, such as penetration testing or port scanning. The Customer therefore gives its consent to SYGNIUS and its subcontractors to conduct such activities towards equipment used by the Customer, however, only to the extent necessary to provide such Services. Should the affected equipment be owned, controlled or hosted by a third party, the Customer is responsible to obtain consent from the affected third party to conduct such Services.

3.4 Vulnerability definitions and vulnerability reports, as the case may be, are made accessible to Customer, to the extent stipulated in the Service Description.

3.5 The Customer will not offer employment to any member of SYGNIUS staff working on an assignment for the Customer; nor will the Customer use the services of any such member of SYGNIUS staff as a consultant, either independently or via a third party, for a period of six months following the end of any involvement by the individual concerned with any assignment for the Customer. Breach of this condition will render the Customer liable to pay liquidated damages equal to the latest twelve (12) months’ Fees at the notified rate for the consultant concerned.

4. PRICES

4.1 SYGNIUS shall have the right to change the Fees in connection with a prolongation of the Agreement or if entering a new Agreement. Such change must be communicated by SYGNIUS to Customer in writing or by email not later than thirty (30) days prior to the expiration of the term or in connection with entering a new agreement. In case the Agreement is not terminated by Customer as set forth in clause 12.2, the amended Fee shall apply during the prolonged term.

4.2 Unless otherwise agreed, Service Fees are based on the time spent by SYGNIUS staff on an assignment at the notified fee rates for the staff concerned.

4.3 Expenses incurred on travel and subsistence, and on goods and services purchased on the Customer’s behalf, are charged at cost. For travel, the firm’s standard policies apply to first class rail and economy class air travel within the country the SYGNIUS employee is stationed and club class or equivalent for overseas travel.

4.4 Charges are based on a standard day of 8 hours and a five-day week, excluding public holidays. Where overtime is required, additional hours will be charged at the notified fee rate.

4.5 In the event the Customer cancels or reschedules within 5 working days of the agreed start date of a project, SYGNIUS reserves the right to invoice the Customer for 20% of the project costs. The same applies for each subsequent rescheduled date, and SYGNIUS and the Customer shall agree a new start date.

5. PAYMENT

5.1 SYGNIUS will invoice the Fees appropriately itemized.

5.2 The Customer shall pay each invoice submitted by SYGNIUS:

- (a) within 15 (fifteen) days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by SYGNIUS, and time for payment shall be of the essence.

5.3 All amounts payable by the Customer under this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT).

5.4 Where any taxable supply for VAT purposes is made under the Agreement by SYGNIUS to the Customer, the Customer shall, on receipt of a valid VAT invoice from SYGNIUS, pay to SYGNIUS such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.5 Without limiting any other right or remedy of SYGNIUS, if the Customer fails to make any payment due to SYGNIUS under this Agreement by the due date for payment (the “Due Date”), SYGNIUS shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the then current Base Rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.



5.6 The Customer shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against SYGNIUS in order to justify withholding payment of any such amount in whole or in part. SYGNIUS may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by SYGNIUS to the Customer.

6. WARRANTIES, UNDERTAKINGS AND INDEMNITIES OF SYGNIUS

6.1 SYGNIUS warrants that it has full power to enter into this Agreement and to give the warranties, undertakings, and indemnities set out in this Agreement.

6.2 SYGNIUS warrants and undertakes, to the Customer that it shall (and shall procure that its sub- contractors and their agents and employees shall also) deliver the Services with reasonable care and diligence and in a good and timely manner in accordance with then current best industry practice and at all times in accordance with this Agreement, including any functional specification of the Services.

6.3 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

6.4 SYGNIUS shall (at its own cost) effect and maintain, at all times during the period of the Agreement with a reputable insurance company a policy of insurance.

6.5 SYGNIUS does not make any representations, whether express or implied, about whether the services as described in the Service Agreement will identify all Vulnerabilities or lead to specific result or outcome. SYGNIUS will have no responsibility for any disruption to the Customer's equipment, network, system, application and any data being tested, except to provide reasonable information about the tests performed.

7. LIMITS TO LIABILITY

7.1 Except as expressly stated in clause 7.2:

(a) SYGNIUS shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (i) loss of profits;
- (ii) loss of anticipated savings;
- (iii) loss of business opportunity;
- (iv) loss of goodwill;
- (v) loss or corruption of data,

provided that this clause 7.1(a) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 7.1(a) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 7.1(a);

(b) the total liability of SYGNIUS, whether in contract, tort (including negligence) or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed if the liability is in respect of a Service, the Fees paid for such Service during the latest 12 (twelve) months; and

(c) the Customer agrees that, in entering into this Agreement, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) SYGNIUS shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

7.2 The exclusions in clause 7.1 shall apply to the fullest extent permissible at law, but SYGNIUS does not exclude liability for:

- (a) death or personal injury caused by the negligence of SYGNIUS, its officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability which may not be excluded by law.

7.3 All dates supplied by SYGNIUS for the delivery of the Services shall be treated as approximate only. SYGNIUS shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

7.4 All references to "SYGNIUS" in this clause 7 shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of SYGNIUS and its affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause.

7.5 SYGNIUS will not accept any liability to any third party for reports, advice or services irrespective whether any disclosure



or provision to such third party is permitted or not.

7.6 Should several SYGNIUS group companies participate in an assignment, none of the SYGNIUS group companies other than SYGNIUS shall have any liability to the Customer, or any other entity, in connection with this engagement. The Customer will not bring any action against any of the SYGNIUS group companies, except SYGNIUS, in conjunction with this Agreement.

7.7 The SYGNIUS group companies may (individually or collectively) in their own right enforce the provisions of this agreement, which refers to the SYGNIUS.

7.8 The Customer authorizes SYGNIUS to perform ethical hacking services as part of the Service Description as legal acts that are not committed with any criminal, malicious, damaging or other detrimental intent or purpose. The Customer will not file or permit any person to file any criminal or civil complaints or initiate any criminal or civil procedures against SYGNIUS for the performance of the services as described in the Service Description.

7.9 SYGNIUS will not be liable for any financial or reputational damage, government or regulatory action and any other detrimental consequence. The Customer is liable for and will fully indemnify, keep indemnified and hold harmless SECURFIT against all claims, losses, costs and liabilities brought by any third parties against SYGNIUS arising out of delivery of the services described in the Service Description.

7.10 The Customer agrees that they have fully considered the provisions of this section and all the other provisions of this engagement and that they are reasonable in the light of all the factors relating to this engagement.

8. CONFIDENTIALITY

8.1 Parties contemplate that they will disclose ("Disclosing Party") Confidential Information, to the other party ("Recipient").

8.2 Parties mutually commit themselves to the confidentiality of all Confidential Information. Confidential Information may only be used in order to carry out the Services or this Agreement. Recipient may not use Confidential Information for any other purpose.

8.3 During the term of this Agreement and for a period of 5 (five) years after its expiration or termination, Recipient shall keep confidential, safeguard with reasonable care and security measures and not disclose Confidential Information to anyone other than its employees and/or third parties who legitimately need access to it. Recipient shall notify each of its employees and/or third parties who are given access to Confidential Information that they have an obligation not to disclose Confidential Information and shall take such steps as are reasonably necessary to ensure compliance with this obligation.

8.4 Within 30 (thirty) days after the first request of Disclosing Party, Recipient shall return to Disclosing Party or destroy all documents containing Confidential Information. All copies of Confidential Information made by Recipient shall be turned over to Disclosing Party or destroyed. If requested Recipient shall certify in writing that it has performed the above-mentioned actions. For purposes of this section, the term "documents" includes any medium, including paper, disks, tape, CD- ROM, DVD-ROM and any other means of recording information.

8.5 The obligation of confidentiality shall not apply to the extent that Recipient can establish that the Confidential Information at issue:

- (a) Entered the public domain without Recipient's breach of any obligation owed to the disclosing party;
- (b) Was permitted to be disclosed by Disclosing Party's prior written consent;
- (c) Had become known to Recipient from a source other than Disclosing Party, other than by breach of a confidentiality obligation owed to Disclosing Party;
- (d) Was disclosed by Recipient to a third party without restrictions on its disclosure; or
- (e) Was independently developed by Recipient without breach of this Agreement.

8.6 Disclosure may be made pursuant to a requirement of law, or of judicial or administrative process, provided that Recipient shall promptly inform Disclosing Party in advance of such disclosure so that Disclosing Party may seek a protective order regarding the disclosed Confidential Information.

8.7 SYGNIUS often wishes to seek publicity for work undertaken on behalf of a client. No permission will be required to attribute work to a client publicly and to disclose identified vulnerabilities to third party software vendors if the client is not identified. SYGNIUS does have the right to use reference to Customer except when agreed otherwise.

9. WARRANTY DISCLAIMER

9.1 Save as otherwise provided in this Agreement, the Services are made available As Is only and without any warranty or indemnity of any kind and SYGNIUS makes no warranties, conditions, indemnities, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to any other matters, including but not limited to non-infringement of third party rights, title, integration, accuracy, security, availability, satisfactory quality, merchantability or fitness for any particular



purpose.

9.2 the Customer accepts all risks and responsibility for the use of the Services to achieve an intended result, and for the suitability of, use of, results obtained from and fitness for a particular purpose of the Services.

9.3 SYGNIUS does not warrant that the telephone lines, the Internet and/or other networks will offer optimal access as it depends on third party telecommunication providers for the use and/or provision of the connection.

10. FORCE MAJEURE

10.1 Neither party shall be liable for any failure to fulfil any of its obligations under the Agreement insofar as such failure is due to a Force Majeure Event. In such circumstances, the affected party shall promptly notify the unaffected party, and shall use all reasonable endeavours to overcome the Force Majeure Event.

10.2 If by virtue of clause 10.1, the affected party shall be excused the performance of any obligation under this Agreement for a continuous period of ninety (90) days, then the other party may at any time thereafter, and provided that such performance or punctual performance is still excused, terminate this Agreement immediately by written notice to the affected party.

10.3 For the purposes of this clause 10 a Force Majeure Event means all events beyond the control of the affected party which cannot be reasonably foreseen or, if foreseeable, cannot be avoided including war, hostilities, invasion, riot, civil commotion, strikes, government control, lock-outs, fire, flood, storm or other natural catastrophe.

10.4 SYGNIUS reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Save as otherwise set out in the Service Description, the Customer acknowledges that any and all Intellectual Property Rights in the delivery of the Services and any modifications belong and shall belong to SYGNIUS, and the Customer shall have no rights in or to the delivery of the Services other than the right to use it in accordance with the terms of this Agreement.

12. DURATION & TERMINATION

12.1 Proposals presented by SYGNIUS to the Customer are valid for 30 days from the date of issue, unless otherwise indicated.

12.2 An Agreement between SYGNIUS and the Customer is effective as of the date of undersigning. Termination of such an Agreement requires a written notice of termination at least thirty (30) days in advance of the Expiration Date. If the Agreement is not so terminated it is automatically prolonged for additional period of one (1) year until terminated by either party by written notice at least thirty (30) days in advance before the expiration of any such additional one (1) year period.

12.3 If either party breaches or defaults in the performance or observance of any of the material provisions of this Agreement, and such breach or default is not cured within thirty (30) days after the giving of notice by the other party specifying such breach or default (to the extent capable of remedy), the non-defaulting party shall have the right to terminate this Agreement, effective with ten (10) days further notice to the defaulting party.

12.4 Either party shall have the right to terminate this Agreement upon thirty (30) day's notice to the other party, if that other party becomes involved in financial difficulties as evidenced:

- (a) by the other party's commencement of a voluntary case under any applicable bankruptcy code or statute, or by its authorizing, by appropriate proceedings, the commencement of such a voluntary case; or
- (b) by its failing to receive dismissal of any involuntary case under any applicable bankruptcy code or statute within sixty (60) days after initiation of such action or petition; or
- (c) by its seeking relief as a debtor under any applicable law of any jurisdiction relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors, or by consenting to or acquiescing in such relief; or
- (d) by the entry of an order by a court of competent jurisdiction finding it to be bankrupt or insolvent, or ordering or approving its liquidation, reorganization, or any modification or alteration of the rights of its creditors or assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of its property or assets; or
- (e) by its making an assignment for the benefit of, or entering into a composition with, its creditors, or appointing or consenting to the appointment of a receiver or other custodian for all or a substantial part of its property.

12.5 After the Agreement has been ended, for any reason, the Customer can no longer derive any rights from the Agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the end of the Agreement.

12.6 Except as otherwise provided in this Agreement, upon any expiration or termination of this Agreement:

- (a) the Customer shall promptly pay to SYGNIUS all amounts due to SYGNIUS pursuant to the terms of this Agreement; and
- (b) in case the Agreement is terminated by Customer, any pre-paid Fee will only be refunded should the termination be due to material interruption of the Services, for which SYGNIUS is responsible. A refund shall in that event only amount to the remaining value of the paid Fees; and

12.7 SYGNIUS shall not be required to assist in the transfer of operations from SYGNIUS to another company designated by the Customer, unless this Agreement is terminated due to material breach caused by SYGNIUS in accordance with clause 12.3.

12.8 In case Customer has reasons to believe that the performance of the security testing Services causes or will cause damage to its goods or systems, Customer has the right to terminate the Agreement with immediate effect.

13. DATA PROTECTION

13.1 For the purposes of this clause 13, “personal data” and “processing” shall have the meanings given to them in Applicable Laws.

13.2 The parties shall comply with their respective obligations in relation to personal data protection under Applicable Laws and all related legislation.

13.3 SYGNIUS agrees that, to the extent SYGNIUS receives, or otherwise has access to, any personal data regarding the Customer’s individual clients or employees or other individuals in connection with this Agreement, then it shall:

- (a) use, store and otherwise process such information only to the extent necessary to carry out its obligations under this Agreement and not otherwise (unless instructed by the Customer in writing);
- (b) keep personal data confidential and not disclose it to any third parties unless the Customer gives prior written consent and it is disclosed by SYGNIUS solely in connection with providing the Services under this Agreement and provided such third parties have agreed in writing to be bound by the provisions of this clause;
- (c) limit access by SYGNIUS’s employees to personal data on a need to know basis and impose on such employees’ obligations of confidentiality and security equivalent to those contained in this Agreement;
- (d) act only on the Customer’ instructions in relation to the use, storage or processing of any personal data and put in place appropriate technical and organizational measures to comply with the Applicable Laws and to protect any such information against unauthorized or unlawful processing and against accidental loss, destruction, or damage;
- (e) promptly notify the Customer of the loss, compromise or any unauthorized access to, or breach of the security of, any personal data;
- (f) promptly and in a secure manner return or destroy the personal data within five (5) Business Days of a written request to that effect from the Customer and/or upon termination or expiry of this Agreement, pursuant to the Customer’ written direction, except to the extent that and for as long as it is required for legal or regulatory purposes to retain such personal data.

13.4 SYGNIUS shall not transfer personal information or data outside the European Economic Area without the Customer’ prior written consent.

13.5 After completing the Services, SYGNIUS will ensure all (test) data regarding the Services is erased and destroyed within 90 days. Customer is solely responsible for storage of any information regarding the Services, when applicable and necessary.

13.6 So far as is necessary to fulfil the obligations, in relation to personal data protection, arising under Applicable Laws, this clause 13 shall survive termination of this Agreement.

14. THIRD PARTY RIGHTS

14.1 A person or entity that is not a party to this Agreement shall not have any rights under any third-party rights statutes, principles or laws to enforce any term of this Agreement.

15. ASSIGNMENT AND TRANSFER

15.1 SYGNIUS may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

15.2 The Customer shall not, without the prior written consent of SYGNIUS, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.

16. BREACH OF AGREEMENT

16.1 Both parties acknowledge that damages for breach of this Agreement would be an inadequate remedy; therefore, both parties



consent and agree to the entry of a temporary and permanent injunction or restraining order at the request of either party to any court of competent jurisdiction for any threatened or actual breach of the terms of this Agreement.

17. NULLITY

17.1 If one or more terms (or part of a term) of the Agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this Agreement will remain in force undiminished.

17.2 In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this Agreement (or the remainder of the term in question) in its totality.

18. MISCELLANEOUS

18.1 This Agreement sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings, promises and representation, whether written or oral, between the parties with respect to the subject matter hereof. This Agreement may not be released, discharged, amended or modified in any manner except by an instrument in writing, making specific reference to this Agreement, and signed duly by authorized representatives of both parties.

18.2 No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under this Agreement. All rights, remedies, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation, or agreement.

18.3 Whenever an amount is stated herein in a currency other than Applicable Currency, the amount stated shall be converted to Applicable Currency at Applicable Exchange Rate on the date of this Agreement.

18.4 Any notice, consent, or approval permitted or required under this Agreement shall be in writing and shall be sent by registered or certified mail, postage pre-paid, or by overnight courier, or by facsimile or telex (confirmed by mail), to the addresses set forth on the signature page hereof or to such other address that the parties may hereafter specify. All notices shall be deemed to be effective on the date of receipt.

18.5 In addition to this Agreement, the following Appendices apply to all services and products performed and delivered by SYGNIUS.

19. GOVERNING LAW

19.1 This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

19.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, shall be settled by the competent Dutch court and judge in Amsterdam.

Appendix:

1. Conditions and Disclaimer 'WebScan' and 'Thuiswerkscan'



APPENDIX 1
Conditions and Disclaimer ‘WebScan’ and ‘Thuiswerkscan’
SYGNIUS BV – AMSTERDAM

1. In addition to the applicable ‘GENERAL TERMS & CONDITIONS’ of SYGNIUS, the following conditions and disclaimer applies.
2. SYGNIUS provides automated scans (“Scan”) of websites, domains, IP addresses and home workplaces (“Infrastructure”) to companies (“User”) e.g. the Customer.
3. The Scan is provided as a quick scan, based on general, public information, is non-intrusive and scans only from outside the Infrastructure. The Scan focuses on a limited set of well-known vulnerabilities regarding a limited set of risks and associated exposures, best practices within the industry and/or policy-related issues to securing the tested Infrastructure.
4. SYGNIUS automatically generates the Scan and delivers this Scan to the User by e-mail or other electronic means.
5. By requesting the Scan, the Users explicitly declares and confirms that the User is authorized to request and use the Scan of the selected Infrastructure. It is the User responsibility to assess and interpret the Scan and its content, including identified risks and exposures against the costs and benefits as well as the adequacy of existing controls. It is solely the User responsibility to address the identified risks based on severity according to acceptable risk and prioritization.
6. SYGNIUS provides no follow-up on the Scan since the Scan is automatically generated and delivered to the user without manual handling.
7. Given the fact that the Scan focuses on a limited set of well-known vulnerabilities only, a complete security test on the Infrastructure should always be performed in order to identify other security vulnerabilities.
8. Since vulnerabilities and organizations are constantly changing, a frequent insight into vulnerabilities of the Infrastructure is needed and advised.
9. The Scan is performed by SYGNIUS and its Partners as a best effort service only and no guarantee whatsoever is promised nor given regarding the results of the Scan. Vulnerabilities can remain undetected by the Scan and in circumstances false positives (a situation where the Scan detects a vulnerabilities when there is no vulnerability present) can occur.
10. By using the Scan, the Users gives permission to SYGNIUS, and official SYGNIUS partners, to contact the User regarding the Scan and to offer additional services to the User. Furthermore, the User gives permission to SYGNIUS to use the Scan results, but only anonymized.
11. This document and/or the Scan does not in any way contain an expression of an opinion or any other form of assurance on the Infrastructure, your organization’s IT environment or any part thereof, nor an opinion or any other form of assurance on your internal control systems or its compliance with laws, regulations, or other matters.