

# General Terms and Conditions

GreenCyberSec

Version 2024.2

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## Article 1. Definitions

In these general terms and conditions, the following terms shall have the following meanings:

GreenCyberSec: the user of the general terms and conditions;

Client: the party that places the order;

Agreement: the agreements made between the client and GreenCyberSec regarding the performance of work for the Client by GreenCyberSec.

## Article 2. Applicability and validity

These General Terms and Conditions apply to all legal relationships between GreenCyberSec and the Client concerning work assigned or to be assigned by the Client to GreenCyberSec, including an offer made by GreenCyberSec to the Client to perform work.

Any assignment or other conditions of the Client shall not apply, unless other agreements have been made between the parties and recorded in writing.

This translation has been prepared to the best of our knowledge and belief. Should any disputes arise, then the Dutch version 'Algemene Voorwaarden' shall be the legal basis and any disputes shall also only be processed under Dutch law.

## Article 3. The creation of agreement

The agreement with GreenCyberSec is concluded at the moment that the quotation or order confirmation signed by the Client has been returned to GreenCyberSec or at the moment that the Client indicates its acceptance in another way, but exclusively in writing.

## Article 4. General obligations of GreenCyberSec

GreenCyberSec will perform its services to the best of its knowledge and ability and will support the Client independently in a position of trust.

GreenCyberSec will periodically inform the Client of the execution of the assignment and its progress. Furthermore, GreenCyberSec will inform the Client of any changes to the financial aspects of the assignment and of any agreements that GreenCyberSec has concluded with third parties for the purpose of fulfilling the assignment.

GreenCyberSec will maintain a file on the assignment. If and to the extent that the Client requests this, GreenCyberSec will return the documents or products that it has received from the Client for the purpose of executing the work to the Client.

## Article 5. Obligations of the client

Client shall inform GreenCyberSec of all information and products relevant to the execution of the assignment and shall be obliged to provide GreenCyberSec with documents that GreenCyberSec deems necessary for the correct execution of the assignment in a timely manner in the desired form and in the desired manner.

Client guarantees the correctness, completeness and reliability of the documents and products made available to GreenCyberSec, even if they originate from third parties, unless the nature of the agreement dictates otherwise.

## Article 6. Confidentiality & Publicity

GreenCyberSec and the Client (or third parties commissioned by the Client) are not entitled to use the information made available to them by the other party for a purpose other than that for which it was obtained.

GreenCyberSec acknowledges that publicity of the final result is desirable for various Clients and is required by law in a number of cases. GreenCyberSec ensures that the final result is properly made public in consultation with the Client.

GreenCyberSec understands better than anyone that mitigating security risks can take time and that making it public too early can have major consequences. The Client and GreenCyberSec will determine in consultation how and when the publication will take place. If nothing is recorded about this, the publication via public channels available to GreenCyberSec will apply as standard 3 months after delivery of the final result.

If the Client does not want publication to take place, this can be recorded in the order or additional non-disclosure agreement.

GreenCyberSec and the Client will impose their obligations under this Article on third parties engaged by them..

## Article 7. Intellectual property

GreenCyberSec reserves all rights with regard to products of the mind that it uses or has used in the context of the execution of the assignment of the Client, insofar as these arise from the law.

The Client is expressly prohibited from exploiting the products, all in the broadest sense of the word, with or without the involvement of third parties, without the permission of GreenCyberSec.

## Article 8. Financial provisions

The agreement sets out the fee for GreenCyberSec associated with the assignment.

The fee for GreenCyberSec, if necessary increased by advances and invoices from third parties involved, will be charged to the Client (per month, per quarter, per year or after completion of the work), unless the Client and GreenCyberSec have made other arrangements in this regard. Sales tax will be charged on all amounts owed by the Client and GreenCyberSec.

GreenCyberSec reserves the right, in the case of an agreement concluded with the Client in subscription form, to increase the fee annually by the index figure applicable for that year. GreenCyberSec also reserves the right to adjust its fee based on developments in the market, rising costs or otherwise. In the cases applicable in the previous sentence, GreenCyberSec undertakes to inform the Client of this in advance, at least 1 month before the aforementioned changes come into effect.

Client shall pay the costs on GreenCyberSec's invoice. Payment must be made, without deduction, discount or debt settlement, within 21 days of the invoice date.

If Client fails to make the payment due within the agreed term and the delay is not the result of a circumstance attributable to GreenCyberSec, Client shall be in default without further notice of default and GreenCyberSec may claim compensation for interest at the statutory interest rate with effect from the day on which the payment term expires.

All reasonable judicial and extrajudicial (collection) costs incurred by GreenCyberSec to settle its invoice shall be borne by Client.

If, in GreenCyberSec's opinion, Client's financial position or payment behaviour gives reason to do so, GreenCyberSec shall be entitled to require Client to make an advance payment without delay or to provide (additional) security in a form to be determined by GreenCyberSec. If the Client fails to pay in advance or to provide the required security, GreenCyberSec is entitled, without prejudice to its other rights, to immediately suspend further performance of the agreement and all that the Client owes GreenCyberSec for whatever reason is immediately due and payable.

If the Client cancels the order after signing, 27% of the quoted amount will be charged. If GreenCyberSec's work has already started at the time of cancellation by the Client, the costs already incurred will be charged and increased by 37% of the remaining quoted amount.

## Article 9. Complaints

Complaints regarding the work performed and/or the invoice amount must be made known to GreenCyberSec in writing within thirty days after the dispatch date of the documents or information about which the Client is complaining, or within thirty days after the discovery of the defect, if the Client demonstrates that he could not have discovered the defect earlier.

Complaints as referred to in the first paragraph do not suspend the Client's payment obligation.

In the event of a justified complaint, GreenCyberSec has the choice between adjusting the fee charged, improving or re-performing the rejected work free of charge or not (any longer) performing the assignment in whole or in part against a refund in proportion to the fee already paid by the Client.

## Article 10. Delivery period

GreenCyberSec will execute the assignment in accordance with the agreed time schedule. Unless the parties have expressly agreed otherwise or if this results from the nature of the assignment, the terms in the agreed time schedule are not fatal terms.

GreenCyberSec can adjust the time schedule due to serious circumstances. These include illness, serious family problems and problems in public transport (as GreenCyberSec offers this more sustainable way of travelling as standard. In consultation with the Client, another way of travelling can be agreed at an additional cost). GreenCyberSec will of course inform the Client of any changes to the time schedule as soon as possible.

## Article 11. Liability

GreenCyberSec is liable to the Client:

- a. if there is an attributable shortcoming and
- b. the Client has given GreenCyberSec written notice of default and has summoned GreenCyberSec to remedy the shortcoming for which it is liable within a reasonable period of time or to limit or eliminate the damage resulting from that shortcoming and
- c. GreenCyberSec has not complied with this summons or has not complied with it in a timely manner.

If the Client demonstrates that it has suffered damage due to an attributable shortcoming of GreenCyberSec, GreenCyberSec is only liable for that damage up to a maximum of the amount of the fee for the relevant assignment over the last calendar year, or in the case of a one-off assignment, up to a maximum of the amount of the fee for the relevant assignment.

GreenCyberSec conducts investigations in which use can be made of the latest techniques/tools that can cause damage to the Client's property. Of course, GreenCyberSec will try to work carefully and without damage, but it cannot be ruled out in the event that this occurs. When signing the quotation or order confirmation, the Client agrees to bear these possible costs.

The Client indemnifies GreenCyberSec against claims from third parties for damage caused by the Client providing GreenCyberSec with incorrect or incomplete information, unless the Client demonstrates that the damage is not related to culpable actions or omissions on his part or was caused by intent or gross negligence on the part of GreenCyberSec.

## Article 12. Termination

Each party is authorized to terminate the agreement by giving notice of 1 month, unless the parties have agreed otherwise. Termination must be in writing.

If the agreement is terminated prematurely by the client, GreenCyberSec is entitled to compensation for the resulting and demonstrable loss of occupancy, unless the termination is based on facts and circumstances that can be attributed to GreenCyberSec. Furthermore, the client is then obliged to pay the invoices for work performed up to that point.

If the agreement is terminated prematurely by GreenCyberSec, GreenCyberSec will, in consultation with the client, ensure that any work still to be performed is transferred to third parties, unless the termination is based on facts and circumstances that can be attributed to the client.

If the transfer of the work entails additional costs for GreenCyberSec, the client is obliged to pay these to GreenCyberSec.

## Article 13. Expiry date

Unless otherwise provided in these General Terms and Conditions, any rights of action and other powers of the Client against GreenCyberSec, for whatever reason, in connection with the performance of work by GreenCyberSec, shall in any case expire after one year after the moment at which the Client became aware or could reasonably have been aware of the existence of these rights and powers.

## Article 14. Changes to general terms and conditions

GreenCyberSec is authorised to amend these General Terms and Conditions. The General Terms and Conditions amended by GreenCyberSec shall apply to the Client from thirty days after the Client has been informed of the amendment in writing, unless the Client informs GreenCyberSec in writing within that period that it objects to the amendment. In the latter case, the unchanged General Terms and Conditions shall remain in force between the parties until the assignment has been completed or the agreement has been terminated. The Client is authorised to terminate the agreement within the period of thirty days at the time at which the amended general terms and conditions would become applicable pursuant to the provisions of that Article.

## Article 15. Disputes and applicable law

All disputes relating to an agreement or the performance of an agreement between GreenCyberSec and Client that cannot be resolved by mutual agreement between the parties will be submitted to the competent court in the jurisdiction in which GreenCyberSec is established. GreenCyberSec has the right, in deviation from the foregoing, to submit a dispute to the competent court in the jurisdiction in which Client is established.

The agreement between GreenCyberSec and Client is exclusively governed by Dutch law.