



General conditions

 20 February 2023

– Introduction

The private limited liability company FalconForce B.V. is registered at the Chamber of Commerce under number 76682307 and is established on Energieweg 3, 3542DZ Utrecht, The Netherlands.

– Article 1 Definitions

1. In these general conditions, the terms below are used in the meaning as follows, unless it is expressly stated otherwise.
2. **Offer:** every offer, proposal or quotation to Client for the carrying out of Services by FalconForce.
3. **Services:** the established activities within cyber security conducted by FalconForce for the benefit of Client.
4. **FalconForce:** the private limited liability company FalconForce B.V., established in the Netherlands that offers Services to Client.
5. **Client:** the natural or legal person acting from the exercise of a profession or business that has appointed FalconForce, that has granted projects to FalconForce for Services that are carried out by FalconForce, or to whom FalconForce has made a proposal on grounds of an Agreement.
6. **Agreement:** every Agreement and other obligations between Client and FalconForce, as well as proposals of FalconForce for Services that are provided by FalconForce to Client and that are accepted by Client and that are accepted and carried out by FalconForce with which these general conditions form an integral whole.

– Article 2 Applicability

1. These general conditions are applicable to each Offer of FalconForce, each Agreement between FalconForce and Client, and to every service that is offered by FalconForce.
2. Before an Agreement is concluded, Client is provided with these general conditions. If such is reasonably impossible, FalconForce will indicate to Client in what manner Client can peruse the general conditions.
3. Derogation from these general conditions is not possible. In exceptional cases, the general conditions can be derogated from, to the extent explicitly established with FalconForce in writing.
4. These general conditions are also applicable to additional, modified, and subsequent orders of Client.
5. The general conditions of Client are excluded.
6. If one or more provisions of these general conditions are partially or completely void or are annulled, the other provisions of these general conditions remain in force, and the void/annulled provision(s) will be replaced by a provision with the same tenor as the original provision.
7. Ambiguities about the content, interpretation, or situations that are not provided for in these general conditions must be evaluated and interpreted in the spirit of these general conditions.

8. The applicability of articles 7:404 BW (Dutch Civil Code) and 7:407 section 2 BW is explicitly excluded.
9. If reference is made in these general conditions to she/her, such must also be understood as a reference to he/him/his, if and to the extent applicable.
10. In case FalconForce has not constantly demanded compliance with these general conditions, it retains its right to demand full or partial compliance with these general conditions.

– **Article 3 The Offer**

1. All Offers made by FalconForce are non-committal, unless expressly indicated otherwise in writing. If the Offer is limited or is valid under specific conditions, this is expressly stated in the Offer.
2. FalconForce is only bound by an Offer if it is confirmed in writing by Client within 30 days. FalconForce nevertheless has the right to refuse an Agreement with a (potential) Client on grounds that are legitimate for FalconForce.
3. The Offer contains a description of the Services offered. The description is sufficiently specified, so that Client is able to make a proper assessment of the Offer. Any possible information in the Offer is only an indication and cannot be grounds for any compensation of damages or the rescission of the Agreement.
4. Offers or quotations do not automatically apply to subsequent orders.
5. Delivery times in the Offer in principle are indicative and do not confer to Client the right, in case of their overrunning, to rescission or compensation of damages, unless expressly established otherwise.

– **Article 4 Adoption of the Agreement**

1. The Agreement is adopted at the moment that Client has accepted an Offer and/or Agreement of FalconForce by returning a signed copy (scanned or the original) to FalconForce, or by giving explicit and unambiguous approval for the Offer by e-mail.
2. FalconForce is not bound by an Offer if Client could reasonably have understood or should have understood that the Offer contains an apparent mistake or typing error. Client cannot derive any rights from such mistake or typing error.
3. If Client cancels an order that has already been confirmed, the costs already effectively incurred (including the time spent) are billed to Client.
4. Every Agreement that is entered into with FalconForce or a project that is granted by Client to FalconForce lies with the company and not with an individual person who is associated with FalconForce.
5. The right of revocation of Client, being a company, is excluded with the exception of Client's rights described in article 5.
6. If the Agreement is entered into by multiple Clients, each Client individually is severally and jointly liable for compliance with all obligations flowing from the Agreement.

– **Article 5 Duration of the Agreement**

1. The Agreement is adopted for a fixed term, unless the content, nature, or substance of the assignment entails that it was adopted for an unlimited time. The duration of

the assignment also depends on external factors, including, though not limited to, the quality and the timely provision of the information that FalconForce obtains from Client.

2. Both Client and FalconForce can rescind the Agreement on grounds of an attributable shortcoming in compliance with the Agreement if the other party has been declared in default in writing and a reasonable term has been conceded to it to comply with its obligations and it still fails to correctly comply with its obligations. Shortcomings include non-compliance by Client of its payment and collaboration obligations.
3. Rescission of the Agreement leaves unaffected the payment obligations of Client to the extent FalconForce at the time of rescission has already carried out part of the Services or delivered performances. Client must settle the established fee up to the date of rescission.
4. Parties can terminate the Agreement by way of registered mail, with due regard for a notice period of three months. If the Agreement has lasted less than three months, the Agreement can be cancelled with a notice period of one month.
5. In the case of termination under clause 2 or 4 of Article 5, Client owes the costs effectively incurred until such time by FalconForce against the established (hourly) rate. The hour registration of FalconForce is thereby leading to determine the costs Client owes.
6. Both Client and FalconForce can completely or partially cancel the Agreement without any further default notice with immediate effect in case one of the parties is in a situation of suspension of payments, bankruptcy has been applied for, or the enterprise in case ends through liquidation. If a situation as stated above occurs, FalconForce is never obliged to refund money already received and/or to pay damages.

– **Article 6 Implementation of the provision of services**

1. Before FalconForce starts with the implementation of the Services, parties record the exact arrangements regarding the substance and scope of the Services in writing. Client thereby grants permission to FalconForce to carry out the established Services. FalconForce will exert itself to carry out the established Services with the greatest possible diligence, as may be expected from a good service provider. FalconForce guarantees a professional and independent provision of Services. All Services are carried out on the basis of a best-effort agreement, unless a result has explicitly been established in writing that has been elaborately described.
2. The Agreement and permission therein established on the basis of which FalconForce carries out the Services are leading for the scope and range of the provision of services. The Agreement will only be carried out for the benefit of Client. Third parties cannot derive any rights from the content of the Services carried out in connection with the Agreement.
3. The information and data provided by Client are the foundation on which the Services offered by FalconForce and the prices are based. FalconForce has the right to modify its provision of Services and its prices if the information provided turns out to be incorrect and/or incomplete.
4. During the implementation of the Services, FalconForce is not obliged or bound to follow the instructions of Client if the content or scope of the established Services is thereby altered. If the instructions result in further activities for FalconForce, Client is

obliged to correspondingly compensate the additional costs on the basis of a new quotation.

5. FalconForce has the right to deploy third parties at its own discretion for the implementation of the Services.
6. If the nature and the duration of the assignment require such, FalconForce informs Client intermediately of progress in the manner established.
7. The implementation of the Services is based on the information supplied by Client. If the information must be altered, this may affect such planning as may have been established. FalconForce is never liable for the adjustment of the planning caused by Client without agreement. If the start, progress, or delivery of the Services is delayed because, for example, Client has not or not timely or not in the desired format supplied all requested information, renders insufficient assistance, a possible advance payment has not been received by FalconForce in time, or due to other circumstances which are at the expense and risk of Client, FalconForce is entitled to a reasonable extension of the delivery term. All damage and additional costs as a result of delay by a cause as stated above are at the expense and work of Client.

– **Article 7 Obligations of Client**

1. Client is obligated to timely and/or prior to the start of the Services provide FalconForce with all requested information as well as relevant appendices and associated information and data, in the form requested, for the purpose of the correct and efficient implementation of the Agreement. Failing such, it may happen that FalconForce is not able to realize the full implementation of the established Services and/or delivery of the relevant documents. The consequences of such a situation at all times are at the expense and risk of Client.
2. Client guarantees all required permissions and authorizations of third parties that FalconForce requires to carry out the established Services.
3. FalconForce is not obligated to control the information supplied to it for accuracy and/or completeness, or to update Client with regard to the information if it has changed over the course of time, nor is FalconForce responsible for the accuracy and completeness of the information that is composed by FalconForce for third parties and/or is provided to third parties in the context of the Agreement.
4. FalconForce can, if this is necessary for the implementation of the Agreement, request additional information. In the absence thereof, FalconForce has the right to suspend its activities until the information has been received, without being bound to compensate any damages on any account whatsoever towards Client. In case of changed circumstances, Client must communicate this immediately, or no later than 3 business days after the change has become known, to FalconForce.
5. If after the implementation of the Services or if in connection with observations of FalconForce during the implementation of the Agreement it turns out that new or altered security measures are required (such as the changing of log-in data, passwords, the purchase of virus-detection software etc.), Client at all times is responsible himself for the taking of such measures, as well as to provide his collaborators and/or third parties deployed by him with the right instructions.

– Article 8 Advice

1. If assignment to such effect has been given, FalconForce can prepare an advice, action plan, design, report, planning and/or reporting for the purpose of the provision of the Services. The content thereof is not binding and only of an advisory nature, though FalconForce will observe the care obligations it is subject to. Client decides himself and under his own responsibility whether he follows the advice.
2. Client is aware that advice provided and security checks conducted by FalconForce are based on the facts that are known to FalconForce at such time. All communications made regarding the security of IT systems only regard a snapshot in time.
3. The advice provided by FalconForce regards, among other things, the taking of security measures for the purpose of the ICT environment of Client. The degree of efficacy of these security measures depends on various (external) factors, such as the state of current technology, the availability of software from third parties, etc. FalconForce therefore can never guarantee that these measures and the advice provided by it at all times lead to an environment that is constantly adequately secured. The taking of security measures never offers a full guarantee against any cyber breaches of third parties (such as cyber criminals, hacking, phishing, DDoS-attacks, etc.).
4. Client is obliged upon first request of FalconForce to assess proposals provided by the latter. If FalconForce is delayed in its activities because Client does not or does not timely provide an assessment of a proposal made by FalconForce, Client is responsible himself at all times for the resulting consequences, such as delays.
5. The nature of the provision of Services entails that the result at all times depends on external factors that may affect the reports and advice of FalconForce, such as the quality, correctness, and timely provision of required information and data of Client and his collaborators. Client guarantees that best efforts will be made to ensure the quality and the timely and correct provision of the required data and information.
6. Prior to the start of the Services, Client will report all circumstances to FalconForce in writing that are or may be of importance to the Agreement, also including any points and priorities for which Client desires attention.

– Article 9 Intellectual property

1. Client and FalconForce each own all rights, title and interest (including, without limitation, copyrights, database rights, trade secrets and all other industrial and intellectual property rights) to the information, advice, action plans, designs, reports detection content and all other materials that they themselves developed or acquired prior to the date of the Agreement or outside the scope of the Agreement ("Background IP"). Nothing in these general terms or the Agreement will operate to transfer any Background IP from one party to the other party.
2. FalconForce (and its licensors) owns all rights, title, and interest (including, without limitation, copyrights, database rights, trade secrets, and all other industrial and intellectual property rights) in and to the (results of the) Services, including but not limited to any advice, action plans, designs, reports, detection content and all other materials drafted or developed for the benefit of Client and/or made available to Client under the Agreement ("Foreground IP").

3. Client is solely granted a non-exclusive, non-transferable, non-pledgeable (*niet-verpandbaar*) non-sublicensable, right to use the Foreground IP for the improvement of its own cyber security posture - meaning that the Foreground IP may only be shared for that purpose within Client's own organization or with an external IT supplier - or to improve the cyber security posture of its customers - meaning that the Foreground IP may only be shared for that purpose with Client's customers.
4. Reports or similar documents drafted by FalconForce may never be altered by Client or on behalf of Client and may only be used for the agreed purposes.

– **Article 10 Additional activities and modifications**

1. If it turns out during the implementation of the Agreement that the Agreement must be modified, or upon request of Client further activities are required to realize the result desired by Client, Client is obliged to compensate FalconForce for these additional activities in accordance with the established rate and as agreed with Client. FalconForce is not obliged to accommodate this request and may demand of Client that a separate Agreement is concluded for this and/or that Client is referred to a competent third party.
2. If the additional activities are the result of negligence on the part of FalconForce, FalconForce has made a wrong assessment, or could reasonably have foreseen the relevant activities, these costs are not passed on to Client.

– **Article 11 Prices and payment**

1. All prices in principle are exclusive of sales tax (VAT), unless established otherwise.
2. FalconForce carries out its provision of Services in conformity with the established hourly rate, unless specified otherwise in the Agreement. The costs of the Services are calculated afterwards, based on the hour registration prepared by FalconForce (post-calculation).
3. Travel time outside the Netherlands for the purpose of Client and reasonable costs associated with travel will be agreed beforehand with and are passed on to Client.
4. Client is obligated to fully reimburse the costs of third parties that are deployed by FalconForce after approval of Client, unless expressly agreed otherwise.
5. Parties can establish that Client must pay an advance. If an advance has been established, Client must settle the advance before a start is made with the implementation of the provision of Services.
6. Client cannot derive any rights or expectations from a budget issued beforehand, unless parties have expressly agreed otherwise.
7. FalconForce has the right to annually increase the applicable prices and rates in accordance with the effective inflationary rates and will notify Client of such increases. Other price changes during the Agreement are only possible if and to the extent expressly established in the Agreement.
8. Client must settle these costs at once, without any setoffs or suspensions, within the indicated payment term as stated on the invoice, on the bank account number communicated to him by FalconForce. The standard payment term is 30 days from the date of issuance of an invoice from FalconForce.

9. In case of the liquidation, insolvency, bankruptcy, involuntary liquidation or request of payment vis-à-vis Client, the payment and all other obligations of Client on account of the Agreement become immediately exigible.

– **Article 12 Collection policy**

1. In case Client does not comply with his payment obligation and has not complied with his obligation within the term set for payment, Client falls legally into default.
2. As from the date that Client is in default, FalconForce is entitled without any further default notice to the statutory commercial interest from the first day of default until full settlement, and to compensation of the extrajudicial collection costs pursuant to article 6:96 BW (Civil Code), to be calculated according to the table from the decree regarding extrajudicial collection costs 'besluit vergoeding voor buitengerechtelijke incassokosten' of 1 July 2012.
3. If FalconForce has incurred more or higher costs than were reasonably necessary, these costs are eligible for reimbursement. Also, the integral judicial and enforcement costs incurred are borne by Client.

– **Article 13 Privacy, data processing and security**

1. FalconForce handles the (personal) data of Client with care and only use them in conformity with the applicable standards. If so requested, FalconForce will inform the data subject concerning.
2. Client is responsible himself for the processing of data that are processed through the use of a service of FalconForce. Client also guarantees that the content of the data is not unlawful and that it does not breach any third-party rights. Within this framework, Client safeguards FalconForce against any (legal) claim that is related to these data or the implementation of the Agreement.
3. If FalconForce on grounds of the Agreement must procure the security of information, this security will be compliant with the established specifications and a level of security which, considering the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

– **Article 14 Suspension and rescission**

1. FalconForce has the right to keep the data received or realized by it, data files, and other information under its control if Client has not (completely) fulfilled his payment obligations. This right remains fully effective if a reason that is legitimate for FalconForce arises which justifies suspension in that case.
2. FalconForce is authorized to suspend compliance with the undertakings it is subject to as soon as Client is in default with compliance with any undertaking flowing from the Agreement, also including late payment of his invoices. The suspension will be confirmed to Client in writing forthwith.
3. FalconForce is not liable for damage in such case, on any account whatsoever, as a result of the suspension of its Services.
4. The suspension (and/or rescission) does not affect the payment obligations of Client for the Services that have already been carried out. In addition, Client is obligated to

compensate FalconForce for any financial loss that FalconForce incurs as a result of the default of Client.

– **Article 15 Force majeure**

1. FalconForce is not liable in case, as a result of a situation of force majeure, it is unable to comply with its obligations pursuant to the Agreement.
2. By force majeure on the part of FalconForce is intended in any case, though it is not limited to: (i) force majeure of suppliers of FalconForce, (ii) the not properly complying with obligations on the part of suppliers that were prescribed or recommended by Client or his third parties to FalconForce, (iii) defectiveness of software or such third parties as may be involved in the implementation of the service, (iv) government measures, (v) malfunction of electrical power, the internet, data network- and/or telecom facilities, (vi) illness of employees of FalconForce or of advisors deployed by it, and (vii) other situations that in the opinion of FalconForce fall outside its sphere of influence that temporarily or permanently prevent compliance with its obligations.
3. In case of force majeure, both parties have the right to completely or partially rescind the Agreement. All costs incurred before the rescission of the Agreement will in such case be paid by Client. FalconForce is not obliged to compensate Client for any such losses as may have been caused by such a rescission.

– **Article 16 Limitation of liability**

1. If any result that is established in the Agreement is not achieved, a shortcoming of FalconForce is only deemed to pertain if FalconForce has expressly promised such result upon acceptance of the Agreement.
2. In the event of an attributable shortcoming of FalconForce, FalconForce is exclusively bound to pay any compensation of damages if Client has declared the default of FalconForce within 14 days after discovery of the shortcoming and FalconForce subsequently has not restored this shortcoming within a reasonable term. The default notice must be submitted in writing and contains a description/substantiation of the shortcoming with such detail, that FalconForce is able to respond adequately.
3. If the conducting of Services by FalconForce leads to the liability of FalconForce, such liability is limited to the total amount that is invoiced in the context of the Agreement, though only with regard to the direct damage incurred by Client, unless the damage is the result of the willful intent or of recklessness bordering on willful intent on the part of FalconForce. Direct damage includes: reasonable costs incurred to mitigate or prevent direct damage, the determining of the cause of the damage, the liability, and the manner of restoral.
4. FalconForce expressly excludes all liability for consequential damage. FalconForce is not liable for indirect damage, business damage, loss of profit and/or incurred losses, missed savings, damage due to operational stagnation, the loss of assets, delay damage, interest damage, and immaterial damage.
5. Client safeguards FalconForce for all claims of third parties as a result of a defect as a consequence of a service that was provided by Client to a third party and also consisted of Services provided by FalconForce, unless Client can prove that the damage was caused exclusively by the service of FalconForce.

6. Any advice provided by FalconForce based on incomplete and/or incorrect information supplied by Client never constitutes grounds for the liability of FalconForce.
7. The substance of the advice provided by FalconForce is not binding and merely of an advisory nature. Client decides himself and on his own responsibility whether he follows the proposals and the advice of FalconForce mentioned therein. All consequences flowing from the following of the advice are at the expense and risk of Client. Client is at liberty at all times to make his own choices that deviate from the advice delivered by FalconForce. FalconForce is not bound to provide any type of refund if such is the case.
8. If a third party is deployed by or on behalf of Client, FalconForce is never liable for the actions and advice of the third party deployed by Client or for the incorporation of results (of advice drawn up) of the third party deployed by Client in FalconForce's own advice.
9. FalconForce is not liable for any such loss of data and information as may occur as a result of the Services conducted by FalconForce.
10. The result of the Services or of the advice provided by FalconForce is based at all times on a snapshot and always depends on various external factors, such as the suitability and availability of ICT systems and software of Client and of third parties and the state of the art. The execution of the Services therefore is based at all times on a best-effort agreement. Also, the taking of subsequent measures as a consequence of advice and recommendations provided by FalconForce never regard a full guarantee for an entirely effective security of the ICT environment and workplace of Client.
11. All claims of Client on account of shortcomings on the part of FalconForce lapse if they have not been reported in writing, including substantiation, to FalconForce within one year after Client has become or could reasonably have become aware of the facts on which he bases his claims. One year after the termination of the Agreement between parties, the liability of FalconForce lapses.

– **Article 17 Non-disclosure**

1. FalconForce and Client commit themselves to observe the secrecy of all confidential information that is obtained in the context of an Agreement. The confidentiality flows from the Agreement and must be observed as well if one can reasonably expect that it regards confidential information. Non-disclosure does not apply if the relevant information already is public/generally known, the information is not confidential and/or the information was not communicated by Client to FalconForce during the Agreement and/or was obtained by FalconForce in another manner.
2. The non-disclosure especially regards advice, reports, designs, work methods and/or reporting concerning the assignment of Client prepared by FalconForce. It is expressly prohibited to Client to share the content thereof with collaborators who are not authorized to take cognizance thereof and with (unauthorized) third parties. In addition, FalconForce constantly observes due diligence when dealing with all business-sensitive information provided by Client.
3. If FalconForce is forced on grounds of a legal provision or a judicial ruling to (also) provide the confidential information to such third party as is authorized or designated by the law or the competent court and FalconForce cannot appeal to legal privilege,

FalconForce is not bound to pay any damages, and such does not constitute grounds for Client to rescind the Agreement.

4. For the transfer or distribution of information to third parties and/or the publication of statements, advice, or productions that are provided to third parties by FalconForce, the written consent of FalconForce is required, unless such consent was expressly established beforehand. Client will safeguard FalconForce against all claims by such third parties as a result of reliance on such information that was distributed without the written consent of FalconForce.
5. The non-disclosure obligation is also imposed by FalconForce and Client on such third parties as are deployed by them.
6. All data and information regarding the IT systems of Client are never retained any longer than is necessary, with a final term of a maximum of 3 months, unless a longer term is required on grounds of a legal obligation.

– **Article 18 Indemnification and accuracy of information**

1. Client is responsible himself for the accuracy, reliability, and completeness of all data, information, documents and/or records, in any form whatsoever, that he provides to FalconForce in the context of an Agreement, as well as for the data he has obtained from third parties and which are provided to FalconForce for the purpose of the implementation of the Service.
2. Client safeguards FalconForce against any liability pursuant to not or not timely complying with the obligations regarding the timely provision of all correct, reliable, and complete information, documents and/or records.
3. Client safeguards FalconForce against all claims of Client and of third parties deployed or employed under him, as well as of customers of Client, based on not (timely) obtaining any possible subsidies and/or permissions that are required in the context of the implementation of the Agreement.
4. Client safeguards FalconForce against any (legal) claim related to the processing of personal data of collaborators of Client or third party(/-ies) deployed by him as a result of the implementation of the Agreement by FalconForce.
5. Client safeguards FalconForce against all third-party claims that flow from the activities conducted for the benefit of Client, by which is also intended, though it is not limited to, intellectual property rights to the data and information provided by Client that can be used upon the implementation of the Agreement and/or the actions or omissions of Client towards third parties.
6. If Client provides electronic files, software, or information carriers to FalconForce, Client guarantees that reasonable efforts have been made to ensure that these are free from viruses and defects.

– **Article 19 Complaints**

1. If Client is not satisfied with the service of FalconForce or has complaints otherwise about the execution of his assignment, Client is obligated to report such complaints as soon as possible, though no later than within 3 business days after the relevant occasion leading to the complaint. Complaints can be reported verbally or in writing at info@falconforce.nl, specifying "Complaint" as the subject.

2. The complaint must be sufficiently substantiated and/or clarified for FalconForce to take the complaint under advisement.
3. FalconForce will respond as soon as possible, though no later than within 3 business days, to the complaint substantively.
4. Parties will try to find a solution through mutual consultation.

– **Article 20 Applicable law**

1. The legal relationship between FalconForce and Client shall be governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.
2. FalconForce has the right to modify these general conditions and will inform Client accordingly.
3. In case of translations of these general conditions, the Dutch version is leading.
4. In case of disputes that have arisen through or in connection the Agreement, parties shall attempt in good faith to resolve the dispute. If parties are unable to resolve the dispute, the dispute will be exclusively settled by the competent court of law of Midden-Nederland, location Utrecht, the Netherlands, unless provisions of mandatory law designate another competent court.

