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General Terms and Conditions Responders B.V.

Article 1 Contract Structure

Article 1.1
The contract pursuant to which Service Provider will provide services to Client is made up of the following documents (together the 'Contract'):
1. the Statement of Work, together with any other document(s) referred to therein;
2. any applicable Service Level Agreement, together with any other document(s) referred to therein; and
3. the General Terms.

Article 1.2
In the event of any conflict between any of the documents that make up the Contract (or particular clauses therein), they shall be applied with the following order of precedence: (1) the Statement of Work, (2) the Service Level Agreement, and (3) the General Terms.

Article 1.3
The applicability of any terms and conditions of the Client is expressly rejected.

Article 2 Definitions

Article 2.1
Affiliate means in respect of a party any entity that directly or indirectly Controls or is Controlled by such party.

Article 2.2
Client means the legal entity other than Service Provider which is the contracting party to the Contract.

Article 2.3
Confidential Information means any information, whether written, oral, in electronic form or in any other media, which, by its nature, may reasonably be regarded as confidential, including but not limited to: (i) in respect of Client: details of Client's systems, equipment, procedures, network configuration, topology and/or passwords, (ii) in respect of Service Provider: pricing, tooling, reports and/or details of Service Provider's methodologies. Information shall in any event be regarded as confidential if it is designated as such by one of the parties.

Article 2.4

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Consultant(s) means the individual(s) involved by Service Provider in the performance of the Contract.

Article 2.5
Control means the ability to direct the affairs of an entity, whether by virtue of the ownership of the majority of shares in that entity or the legal power to direct or cause the direction of the general management of that entity. 'Controls' and 'Controlled' shall be construed accordingly.

Article 2.6
Data Protection Legislation means all laws and regulations of the European Union, its member states, and the United Kingdom that govern the processing of personal data in connection with the performance of the Contract.

Article 2.7
Deliverables mean all reports, documents, papers, designs, software, and/or all other materials in whatever form, including hard copy and electronic form, to be prepared by Service Provider and delivered to Client as part of the Services.

Article 2.8
Escrow Services means all services provided by Service Provider related to the payment of funds to external parties by Client including but not limited to the payment of ransom.

Article 2.8
Fees mean the fees for the Services as set out in the Statement of Work and/or Service Level Agreement.

Article 2.9
GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Article 2.10
General Terms mean these general terms and conditions for services provided by Service Provider.

Article 2.11
Good Industry Practice means the exercise of that degree of skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected from a skilled and experienced operator engaged in providing services of the same kind as the Services.

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Article 2.12

Service Provider means the Service Provider legal entity identified in the Statement of Work and/or Service Level Agreement. If no such entity has been identified, Service Provider refers to Responders B.V.

Article 2.13

Services mean the services to be provided by Service Provider as part of the Contract.

Article 2.14

Statement of Work means Service Provider's document, under whether name (for instance: Proposal, Offer, Engagement Letter, Statement of Work, etc.), that sets out the Services to be performed and the associated Fees.

Article 3   Duties Service Provider

Article 3.1

Service Provider shall provide the Services using reasonable skill and care in accordance with Good Industry Practice.

Article 3.2

Unless agreed upon otherwise in the Statement of Work and/or Service Level Agreement, the Services are only provided on business days during normal business hours of Service Provider.

Article 3.3

All Services are provided based on a reasonable effort obligation, unless and to the extent that Service Provider has agreed to a specific result in the Statement of Work and/or Service Level Agreement and the result concerned is sufficiently determined.

Article 3.4

All (delivery) dates referred to by Service Provider have been determined to the best of its knowledge based on the information known to Service Provider when the Contract was entered into. Interim (delivery) dates referred to by Service Provider and/or agreed upon between the parties always count as target dates, do not bind Service Provider, and are always indicative. Service Provider will use reasonable efforts to comply as much as possible with the final (delivery) dates. Service Provider is, however, not bound by a (delivery) date that cannot be met due to circumstances that have occurred after entering into the Contract and/or due to circumstances beyond its control. Nor is Service Provider bound by a (delivery) date if the parties have agreed to a change in the content and/or scope

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of the Contract (additional work, changes to specifications, etc.) and/or a change in the approach to the implementation of the Contract. In the event a (delivery) date cannot be met, Service Provider and Client will discuss the impact on further planning. The mere fact that a (delivery) date, final or otherwise, specified by Service Provider and/or agreed upon between the parties has been exceeded, shall not mean that Service Provider is automatically in default.

Article 3.5
Whilst Service Provider will use reasonable endeavors to have the same Consultant(s) involved throughout the performance of the Contract, it reserves the right to replace a Consultant with the individual(s) that singularly, or in combination, have at least comparable qualification and experience.

Article 3.6
If a Consultant is present on Client's premises, Service Provider shall use reasonable endeavors to ensure that the Consultant complies with such reasonable site rules and procedures as are notified in a timely manner to Service Provider by Client from time to time.

Article 3.7
Subject to Service Provider's obligation to provide the Services with reasonable skill and care in accordance with the terms and conditions of the Contract, Client accepts and acknowledges that all Services provided by Service Provider reflect the state of Client's systems, software, data, processes, infrastructure, etc. (as relevant to the Services concerned) as at the date that the Services are provided, insofar within the scope of the Contract.

Article 3.8
Client further accepts and acknowledges that the Services reflect the level of information reasonably available to Service Provider when providing the Services.

Article 3.9
Service Provider shall only be obliged to follow timely and well-founded instructions issued by Client during the performance of the Contract, if and insofar this has been agreed in writing. Service Provider shall not be obliged to follow instructions that change and/or extend the content and/or scope of the agreed Services. If, however, such instructions are followed, such work shall be compensated by Client in accordance with the applicable (hourly) rates.

Article 3.10
Service Provider shall be entitled to sub-contract any or all the Services to any of its Affiliates without the prior written consent of Client provided that Service Provider remains liable for

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the acts or omissions of its Affiliates as if they were Service Provider's own acts or omissions.

Article 4   Duties Client

Article 4.1
To facilitate the proper performance by Service Provider of the Contract, Client shall in a timely manner provide Service Provider all data and information that Service Provider deems to be useful and/or necessary and shall give its full cooperation in a timely manner. Client is responsible for ensuring such data and information are accurate and complete.

Article 4.2
Client guarantees vis-à-vis Service Provider that the content, use and/or processing of data and/or materials are not unlawful and do not infringe any third party's right.

Article 4.3
Client indemnifies Service Provider and its Affiliates against any and all losses, damages, fines, demands, costs, expenses, fees, and liabilities of whatever nature as a result of claims by persons whose data are or have been processed and for which processing Client is responsible pursuant to Data Protection Legislation unless Client proves that the facts on which a claim is based are attributable to Service Provider.

Article 4.4
If Client deploys its own personnel within the context of providing cooperation in the performance of the Contract, such personnel shall have the necessary knowledge, expertise, and experience.

Article 4.5
Where the Services are provided on Client's premises, Client shall ensure these premises are safe. If the Services are provided on Client's premises, Client shall, when necessary to provide the Services, make available in a timely manner suitable working space for the Consultant(s), including any required network access and access to data centers, server, and switch rooms.

Article 4.6
Client shall bear the risk of the selection, the use, the application, and the management within its organization of the Services, the Deliverables, data, and other materials provided as part of the Services.

Article 4.7

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If use needs to be made of systems, software, data, processes, infrastructure, or other items for which Client is responsible, Client shall be responsible for the selection and the functioning of these and for ensuring that these are available in full and in a timely manner.

Article 4.8
If the services are provided for the benefit of a third party, nothing shall be construed as Service Provider to have a direct contractual relationship with such a third party. Client is and remains fully responsible for ensuring that any such third party does not act contrary to the Contract. Client at all times remains liable for the acts or omissions of these third parties as if they were Client's own acts or omissions.
Service Provider acknowledges and accepts that Client will also procure the Services for third parties. This also implies that any rights of use granted to Client would be transferable and sublicensable to such third parties (in deviation of Article 7.2) and that Deliverables can also be used for the benefit of a third party (in deviation of Article 7.3).

Article 5 Fees and Payment

Article 5.1
Unless the parties have agreed on an invoice schedule in the Statement of Work and/or Service Level Agreement, Service Provider shall invoice Client for the Services in full at entering into the Contract.

Article 5.2
For Services that are provided at an hourly rate, Service Provider shall invoice Client for the Services on a monthly basis based upon actual hours and costs.

Article 5.3
All pre-calculations and/or budgets issued by Service Provider shall be indicative only. Client cannot derive any rights and/or expectations from a pre-calculation and/or budget issued by Service Provider.

Article 5.4
An available budget made known to Service Provider by Client shall only apply as a (fixed) price agreed between the parties for the Services or Service portion concerned, if this has been expressly agreed in writing in the Statement of Work and/or Service Level Agreement.

Article 5.5
If Service Provider has performed other work that falls outside of the content and/or scope of the agreed Services at the request or with the prior consent of Client, such work shall be

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compensated by Client in accordance with the applicable (hourly) rates. The terms and conditions of the Contract apply to any such work performed by Service Provider.

Article 5.6
Any costs for providing assistance and/or cooperation pursuant to the obligations related to Data Protection are at Client's expense. Such assistance shall be compensated by Client in accordance with the applicable (hourly) rates.

Article 5.7
Should Service Provider be requested and/or required in any dispute, regulatory investigation, or similar to which Service Provider is not a party, to provide witness evidence, documents, information and/or other materials relating to the Services, Service Provider may invoice Client for any associated fees, costs and expenses. Such work shall be compensated by Client in accordance with the applicable (hourly) rates. Service Provider shall, however, under no circumstances be obliged to comply with such a request, and where it does comply, it may require Client to enter into a separate written agreement for this purpose. If no such agreement has been agreed upon, the terms and conditions of the Contract apply to such work.

Article 5.8
Client shall pay each invoice in full to the bank account nominated in writing by Service Provider within thirty (30) days of the date of the invoice. Client is not entitled to suspend any payment or to set off any amounts due.

Article 5.9
All prices quoted are in Euro and exclusive of VAT and any other applicable taxes, unless explicitly indicated differently.

Article 5.10
If any sum payable under the Contract is not paid on or before the due date for payment, Service Provider will be entitled to charge Client interest on that sum equal to the statutory interest rate for commercial transactions, without demand or notice of default being required.

Article 5.11
If Client fails to pay the amount owed after receiving a demand or notice of default, Service Provider may refer the debt for collection, in which case Client shall, to the maximum amount allowed under applicable law, be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts.

Article 5.12

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If and insofar the Contract is a continuing performance contract, Service Provider is entitled to adjust the prices and rates yearly. Service Provider will inform Client in writing of an adjustment of the prices and rates taking into account a notice period of at least one (1) month.

Article 6   Term

Article 6.1
The Services or, if applicable, each Service portion will commence on the date set out in the Statement of Work and/or Service Level Agreement. If no such data has been agreed upon in the Statement of Work and/or Service Level Agreement, the parties shall arrange a mutually convenient time and date for the commencement of the Services or, if applicable, each Service portion.

Article 6.2
If and insofar the Contract is a continuing performance contract, the Contract shall be entered into for the term set out in the Statement of Work and/or Service Level Agreement, failing which a term of one (1) year applies.

Article 6.3
If and insofar the Contract is a continuing performance contract, the term of the Contract shall be extended, each time by one (1) year terms, unless Client or Service Provider terminates the Contract in writing with due observance of a notice period of three (3) months prior to the end of the then-current term.

Article 7   Intellectual Property

Article 7.1
All intellectual property rights with respect to the software, data files, and other materials, including analyses, documentation, and reports, developed and/or made available to Client are exclusively owned by Service Provider, its licensors, or its suppliers.

Article 7.2
Client shall only have the rights of use expressly granted in writing in the Contract and based upon applicable law. Any rights of use granted to Client shall be nonexclusive, non-transferable to third parties, and non-sublicensable.

Article 7.3

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A Deliverable may only be used by Client for its own internal business purposes unless otherwise agreed upon in writing. Nothing in the Contract constitutes a transfer or any obligation thereto of any intellectual property right.

Article 7.4
Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names, or any other intellectual property right from any material provided.

Article 7.5
Subject to the limitations set forth in the Contract, Service Provider shall indemnify Client against any legal claims from third parties based on the assertion that materials developed by Service Provider itself infringe an intellectual property right of the third party in question, under the condition that Client notifies Service Provider immediately in writing of the existence and content of the legal claim and leaves the disposal of the case entirely to Service Provider. To this end, Client shall provide Service Provider with the information and cooperation that it requires in order to defend itself against these legal claims.

Article 7.6
The obligation to indemnify shall not apply if the alleged infringement relates to (i) materials made available to Service Provider by Client for the purpose of use, adaptation, processing, or incorporation, or (ii) changes made by Client, or by a third party on behalf of Client, to the materials, without Service Provider's prior written consent.

Article 7.7
If it is irrevocably established in court that the materials developed by Service Provider itself constitute an infringement of any intellectual property right vested in a third party or if Service Provider believes that there is a good chance that such an infringement may occur, Service Provider shall, where possible, ensure that Client can continue to use the materials delivered, or functionally similar alternatives. All other or further-reaching obligations to indemnify on the part of Service Provider shall be excluded.

Article 8   Confidentiality

Article 8.1
Each party shall ensure that all Confidential Information received from the other party is kept confidential.

Article 8.2

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None of the parties shall without the other's prior consent: (i) disclose to any other party any such Confidential Information of and entrusted to it by the other party (or its Affiliates) in the course of performing the Contract, and (ii) make any public announcement related to the Services and the Contract.

Article 8.3
Each party shall be entitled to disclose Confidential Information where necessary to (i) its Affiliates, (ii) the personnel of the Party and its Affiliate(s), (iii) third parties engaged in the performance of the Contract, and/or (iv) insurers, insurance brokers, third party advisors, auditors and/or accountants, provided in all cases that the same are under a duty of confidentiality no less onerous than as set out in the Contract. The receiving party shall at all times be fully responsible to the disclosing party for the compliance by such persons and/or entities with the confidentiality obligations as set forth herein.

Article 8.4
Where the Services are being provided in connection with the assessment of Client or its products against a standard or scheme operated by a third party accreditation or approval body, Service Provider may be required to allow such third party accreditation or approval body to inspect and/or supervise the performance of the Contract. In such cases, Client agrees that Service Provider may allow such supervision and disclose Confidential Information of Client to such third party accreditation or approval body to the extent reasonably required, including providing copies of the Deliverables where applicable.

Article 8.5
The confidentiality obligations shall not apply to (i) information already in the receiving party's possession, (ii) which comes into the public domain, other than by breach by the receiving party or its Affiliates, employees, agents, and sub-contractors of applicable confidentiality obligations, (iii) which is developed by the other party or its Affiliates, employees, agents or sub-contractors independently of the Confidential Information or (iv) which is required to be disclosed by applicable law, a binding court order, a request of an authorized governmental authority or by the rules of any stock exchange.

Article 8.6
The receiving party that is required to disclose any of the Confidential Information of disclosing party shall, to the extent permitted by law, give prompt notice thereof to the other party so that this party may seek a protective order or other appropriate relief from a proper authority. Unless such a protective order cannot be obtained within a reasonable time, the party that is required to disclose the Confidential Information may disclose, however, only the relevant portion of the Confidential Information that it is legally required to disclose.

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Article 9   Data Protection

Article 9.1
The terms 'controller', 'processor', 'personnel data', 'data subject', 'processing', 'personal data breach', and other terms in this article that relate to the processing of personal data has the meaning as described in the GDPR.

Article 9.2
The clauses regarding the Data Protection Legislation apply only if and insofar as Service Provider processes personal data as a processor or as a sub-processor of Client.
Service Provider and Client shall agree upon the subject matter and duration of the processing, the nature, and purpose of the processing, the type of personal data, and the categories of personal data, data subjects, and recipients as part of the Statement of Work and/or Service Level Agreement.

Article 9.3
Where required this information shall be updated by both parties from time to time upon mutual agreement. If and insofar Service Provider is acting in a processor capacity, the following clauses for data processing apply:
- Service Provider shall process the personal data only on documented instructions from Client, unless the processing is required by law and regulations to which Service Provider is subject. In such a case, Service Provider shall inform Client of that legal requirement before processing, unless applicable law and/or legislation prohibit such information on important grounds of public interest.
- Service Provider shall notify Client if, in Service Provider's opinion, an instruction of Client infringes Data Protection Legislation.
- Service Provider shall ensure that persons authorized to process the personal data have committed themselves to confidentiality.

Article 9.4
Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Service Provider shall for its processing activities implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

Article 9.5
Service Provider shall provide information regarding its technical and organizational measures upon Client's request. The foregoing does not prejudice Client's responsibilities to

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take appropriate technical and organizational measures, in particular with regard to information processing systems of Client or any party for which Client is responsible.

Article 9.6
If personal data is processed by a sub-processor under the instruction of Service Provider, Service Provider shall obtain prior authorization from Client, such authorization not to be unreasonably withheld or delayed.

Article 9.7
Service Provider shall ensure processing by a sub-processor is governed by a contract with obligations satisfying the requirements laid down in Data Protection Legislation. Client authorizes Service Provider to appoint its Affiliates as sub-processors. Client authorizes Service Provider to make personal data available to sub-processors whose services are being engaged for the performance of the Contract.

Article 9.8
Service Provider shall assist Client by appropriate technical and organizational measures, insofar this is possible and applicable, for the fulfillment of its obligation to respond to requests for exercising the data subject's legal rights.

Article 9.9
Service Provider will notify Client without delay if Service Provider receives a request from a data subject under Data Protection Legislation if it relates to personal data processed in the performance of the Contract, and shall not respond to such request, except based on Client's documented instructions or where this is required by applicable law and/or legislation, in which case Service Provider will notify Client of that legal obligation before accommodating the request, insofar this is permitted.

Article 9.10
Service Provider shall, if Client so requests, prior to the processing, give its reasonable cooperation that is necessary for the fulfillment of any obligation of Client under the Data Protection Legislation to carry out a data protection impact assessment and, in that connection, for consulting with the data protection supervisory authority, insofar as Client itself does not have access to the relevant information and that information is available to Service Provider.

Article 9.11
Service Provider shall, at the choice and expense of Client, delete or return all the personal data to Client after the end of the provision of Services relating to the processing of personal

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data, and shall delete existing copies, unless applicable law and/or legislation requires the storage of the personal data.

Article 9.12
If on termination of the Contract, Client has failed to announce in writing that it wants to have the personal data returned, Service Provider is entitled to delete the personal data or arrange for the data to be deleted.

Article 9.13
Service Provider shall make available any necessary information that Client requests on reasonable grounds and that is necessary to demonstrate fulfillment by Service Provider of the obligations set forth in Data Protection Legislation, insofar they concern the processing activities by Service Provider for Client. Where the information concerned is confidential, Service Provider may require that the information be reviewed at Service Provider's premises only. Service Provider is entitled to impose reasonable further conditions on such request in order to safeguard the confidentiality and integrity of such information.

Article 9.14
Service Provider shall notify Client within 48 hours of Service Provider becoming aware of a personal data breach by Service Provider or its sub-processors. Service Provider will investigate any such personal data breach and provide a report to Client setting out the results of such investigation as soon as reasonably practicable. If a data breach was caused, in whole or in part, by Client's actions, Client will pay for the work part of such investigation by or at the instructions of Service Provider. Such work shall be compensated by Client in accordance with the applicable (hourly) rates.

Article 9.15
Service Provider shall only transfer personal data to a third country or international organization if the conditions for such international data transfer as set out in Data Protection Legislation are met, for instance in case a finding of adequacy has been made in respect of a relevant third country.

Article 9.16
Client may commission an audit, no more than once per year and at Client's expense, by an independent, certified external expert who has demonstrable experience in the type of data processing that is carried out under the Contract.

Article 9.17

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Service Provider is entitled to refuse an expert if this expert affects or may affect, in Service Provider's reasonable opinion, Service Provider's competitive position. The audit is limited to verifying compliance with the arrangements on personal data processing as laid down in the Contract. The expert is obliged to observe confidentiality with respect to his findings and only reports issues to Client which results in a failure by Service Provider to meet its obligations under the Contract. The expert provides Service Provider with a copy of this report.

Article 9.18
Service Provider may refuse an expert, an audit, or an instruction by the expert if this should be, in Service Provider's opinion, in violation of Data Protection Legislation or other laws and regulations or if this should be an unacceptable breach of the security measures implemented by Service Provider. Service Provider may require an audit plan to be agreed upon in advance, including the scope, elements, timing, and duration of the audit. Service Provider is entitled to charge Client for reasonable costs incurred.

Article 10 Liability

Article 10.1
Neither party excludes and limits any liability for death or personal injury to the extent that such death or injury results from gross negligence, liability arising from a breach of confidentiality obligations or any other liability that cannot be excluded by law.

Article 10.2
Service Provider's maximum aggregate liability due to an attributable failure to perform the Contract or due to any other reason, explicitly including any failure to comply with a guarantee or indemnification obligation, agreed with Client, shall be limited to direct loss or damage not exceeding an amount of one hundred percent (100%) of the total Fees (excl. VAT) stipulated in the Statement of Work and/or Service Level Agreement. Even in the event of full or partial dissolution of the Contract, Service Provider shall never be obliged to repay or compensate any higher amount(s).

Article 10.3
If the Contract essentially is a continuing performance contract with a term of more than one year, the total Fees shall be set at the sum (excl. VAT) stipulated in the Statement of Work and/or Service Level Agreement for one year.

Article 10.4
The total liability of Service Provider for direct loss or damage, for any reason whatsoever, shall, however, under no circumstances exceed the sum or sums to which Service Provider is entitled according to the professional liability insurance concluded by Service Provider.

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Article 10.5
Service Provider's liability for any loss, claims, demands, actions, costs, expenses, or liabilities arising from or in connection with any materials or instructions supplied by Client or any third party which is incomplete, incorrect, inaccurate, illegible or defective in any other way shall be excluded.

Article 10.6
Service Provider's liability for any loss of
- actual or anticipated profits shall be excluded.
- goodwill or damage to reputation shall be excluded.
- business or contracts shall be excluded.
- data or undertaking the restoration or recovery of data or software restoration
- any special, indirect, or consequential loss shall be excluded.

Article 10.7
Any restrictions and exclusions of liability part of the Contract shall apply whether such damage is direct, indirect, consequential, or otherwise. Each such liability is excluded whether it is foreseeable, known, foreseen, or otherwise.

Article 10.8
Any restrictions and exclusions of liability part of the Contract shall apply in favor of all entities and persons that Service Provider engages in the performance of the Contract. Service Provider's liability for any loss of Client resulting from new cyber-attacks, hacks, and other related incidents for Client shall be excluded.

Article 10.9
Service Provider's liability for any loss of Client resulting from any actions of any counterparty in the ransomware negotiation services shall be excluded. All actions are performed by Service Provider on behalf and for risk and account of Client.

Article 10.10
Service Provider's liability for any loss of Client resulting from any malfunction in the payment process of Client shall be excluded.

Article 11   Termination

Article 11.1
A party shall only be authorized to terminate the Contract as a result of an attributable failure to perform the Contract, if the other party, in all cases following written notice of default

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providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its material obligations arising from the Contract.

Article 11.2
Client's payment obligations shall in all cases be regarded as material obligations arising from the Contract.

Article 11.3
If Client has already received part of the Services at the time of termination, these Services and the related payment obligation cannot be revoked unless Client is able to demonstrate that Service Provider is in default in respect of a substantial part of these Services.

Article 11.4
Any amounts that Service Provider has invoiced before the termination in connection with the Services that it has duly provided for pursuant to the Contract, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of termination. In case the Contract would be terminated by Client due to Service Provider's default, the annual fee will be pro rata reimbursed.

Article 11.5
Each of the parties may terminate the Contract in full or in part in writing without notice if: (i) the other party is granted a suspension of payment, whether or not provisionally, (ii) bankruptcy is claimed in respect of the other party, or (iii) the other party's undertaking is liquidated or terminated, other than for the purpose of reconstruction or merger of undertakings.

Article 11.6
The Client shall under no circumstances be entitled to terminate the Contract for convenience if the Contract has been entered into for a fixed term before the end of the term.

Article 11.7
If the Contract is entered into for an indefinite period of time, the Contract may be terminated in writing by either party following consultation and stating reasons. If the parties have not agreed to a notice period, a reasonable period of time must be observed for termination. Parties shall under no circumstances be obliged to pay any compensation as a result of the termination of the Contract.

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Article 12   Anti-bribery

Both parties will comply with (i) all applicable anti-bribery laws and legislation, and (ii) any applicable anti-slavery law and legislation. Neither party will offer, promise, give, request, agree to receive, receive or accept a bribe, financial advantage, or other advantage or commit any corrupt act.

Article 13   Force majeure

Article 13.1
No party shall be required to fulfill an obligation, including any guarantee obligation agreed upon between the parties if a party is prevented from doing so due to force majeure or other circumstances beyond the party's reasonable control. This shall also mean: (i) force majeure or other circumstances beyond the reasonable control of Service Provider's suppliers, (ii) failure to properly comply with obligations by suppliers prescribed by Client, (iii) inadequacy of equipment, software, or materials whose use is prescribed by Client to Service Provider, (iv) government measures, (v) electricity failure, (vi) internet failure or failure of computer network or telecommunications or cryptocurrency facilities, (vii) general transport problems, and/or (viii) a pandemic.

Article 13.2
If a force majeure situation lasts longer than ninety (90) days, each of the parties has the right to terminate the Contract in writing. Services already performed on the basis of the Contract shall in this case be settled on a pro-rata basis, and the parties shall not owe one another any other amounts.

Article 14   Miscellaneous

Article 14.1
Derogations from and/or additions to these General Terms shall be valid only if they have been agreed in writing between the parties.

Article 14.2
Any notice sent under the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified in writing by each party to the other from time to time.

Article 14.3

If one or more provisions of the Contract are null and void or voided, the other provisions shall remain in full force and effect. In that case, Service Provider and Client will consult with each other with the goal to agree on one or more new provisions to replace the null and void or voided provision(s), while respecting as far as possible the purpose and scope of the null and void or voided provision(s).

Article 14.4
The Contract shall be governed and construed in accordance with the substantive law of the Netherlands.

Article 14.5
The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.

Article 14.6
Any dispute between the parties in relation to the Contract will be submitted only to the competent court in the district of Amsterdam, unless the parties have agreed or agree on an alternative method of dispute resolution in writing.