

CIPHERLEX TERMS AND CONDITIONS FOR ALL CONSULTING SERVICES
VERSION: 01_2025

1. Objective

The aim of this document is to ensure that Cipherlex delivers the agreed services to the customer as described in the Statement of Work ('the Agreement').

2. Delivery and delivery times

The time and date for each element of the order, including the submission and review of the report, are agreed between the customer and Cipherlex. Following the customer's acceptance of the Agreement, Cipherlex decides on a performance schedule and process that suits both parties. When Cipherlex and the customer have agreed on an actual date for delivery of the order, Cipherlex will confirm this in writing to the customer. In the event that the customer subsequently postpones this date, Cipherlex is entitled to claim payment for the extra time consumed in planning a new start date plus financial compensation in accordance with the following model:

- Cancellation within 2 weeks of the agreed date: 25% of the value of the order.
- Cancellation within 3 working days of the agreed date: 100% of the value of the order.

The customer can amend the content of the agreed orders following acceptance by Cipherlex. Unless such an amendment results in extra work on the part of Cipherlex, the price agreed remains unchanged.

3. Performance of the test

On signing the Agreement, the customer gives Cipherlex the right to identify security issues in the systems within the scope of the Agreement by means of testing, analysis and inspection, if applicable.

Cipherlex tests for the security issues which Cipherlex is aware of at the time of the performance of the test. Cipherlex cannot be held liable if the customer's IT systems have a lower service level during or after the performance of the

test. The customer is responsible for back up of data before the test starts.

4. Commencement and termination

The Agreement comes into force when Cipherlex and the customer have both signed the Agreement.

The Agreement can be terminated by giving immediate notice of termination in the following cases:

- By the customer, if the customer can prove a significant decline in the quality of delivery which Cipherlex has not subsequently remedied to the customer's satisfaction within 30 days.
- By Cipherlex, if Cipherlex has not received payment for delivered services within 30 days of the expiry of the payment deadline.

OR

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

5. Invoicing

The customer is invoiced on a monthly basis. Each invoice is payable within 30 days of the date on which the invoice is issued. All prices are in EUR excluding VAT.

In the event of payment being overdue, Cipherlex is entitled to charge default interest in accordance with EU legislation concerning interest charges.

In the event that the Agreement is terminated by the customer prior to completion of the services but where the services have been partially performed, Cipherlex will be entitled to pro rata payment of the payment to the date of termination provided that there has been no breach of contract on the part of Cipherlex.

CLASSIFICATION: PUBLIC**6. Travel and accommodation expenses**

Expenses in connection with transport, accommodation and food & drink are invoiced in accordance with actual consumption. Transport in own car is invoiced in line with the EU government rates. Travelling time is invoiced at 50% of Cipherlex's hourly rate (receipts for travel time costs are not issued). Upon request by the customer, Cipherlex may have to show any receipt(s) or proof of purchase for said Expense(s).

7. Confidentiality

The Agreement is strictly confidential. The customer is therefore prohibited from copying or distributing the Agreement, either in whole or in part, without prior permission from Cipherlex for any purposes other than internal use by the customer. The same confidentiality concerning the Agreement applies to Cipherlex.

The customer and Cipherlex pledge to treat prices, test scope, test results and methodologies in the strictest confidence – also following expiry of the Agreement.

Apart from the external audit and the IT suppliers that are charged with dealing with any discovered breaches of security, the customer may not submit the reports to third parties without prior written Agreement with Cipherlex.

The customer accepts that all test material and results in anonymous and aggregated form will make up part of Cipherlex's benchmark material.

8. Intellectual Property

All intellectual property and related material, including any trade secrets, moral right, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under the Agreement, will be the sole property of the customer. The use of the Intellectual Property by the customer will not be restricted in any manner.

Cipherlex may not use the Intellectual Property for any purpose other than that contracted for the

Agreement except with the written consent of the customer. Cipherlex will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

9. Return of Property

Upon the expiry or termination of the Agreement, Cipherlex will return to the customer any property, documentation, records, or Confidential Information which is the property of the customer.

10. Force majeure

Neither the customer nor Cipherlex can cite nonperformance of the Agreement when this is due to force majeure or other circumstances beyond the control of the party concerned which make the performance of the Agreement impossible or disproportionately expensive. Force majeure includes, but is not limited to, interruptions, natural disasters, war, warlike conditions, currency restrictions, strikes, lockout, export or import bans, impossibility of transport and damage.

11. Indemnification

Cipherlex shall indemnify and hold customer harmless from any loss or liability arising from performing services under the Agreement.

13. Other

Any dispute related to the Agreement, including the interpretation and performance of the Agreement, which cannot be solved by means of negotiation between the customer and Cipherlex, shall be determined in accordance with EU law.