GENERAL TERMS AND CONDITIONS OF RESPONDERS B.V.

Version 29 July 2026

Article 1 — Definitions

1.1 In these general terms and conditions, the following definitions apply:

Service Provider: Responders B.V., a Dutch private limited liability company (besloten vennootschap met beperkte aansprakelijkheid), registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number: 85879916.

Client: any natural person acting in the course of a profession or business, or any legal entity, that assigns or wishes to assign an Engagement to the Service Provider.

Engagement: any agreement for services within the meaning of Article 7:400 of the Dutch Civil Code (DCC) between the Service Provider and the Client, including Forensic Services and Negotiation Services.

Forensic Services: digital forensic investigation, incident response, preservation and analysis of (digital) evidence, malware analysis, reporting, and related activities.

Negotiation Services: advising on and/or conducting communications and negotiations on behalf of or for the benefit of the Client with (alleged) perpetrators of a ransomware attack or any other form of digital extortion.

Personnel: all employees, directors, auxiliary persons and third parties engaged by the Service Provider. Personnel does not include crypto-asset service providers, exchanges and banks.

Privacy Legislation: all applicable laws and regulations regarding the protection of personal data, including the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") and its national implementing legislation.

In Writing: in writing or by electronic means, including by e-mail.

Confidential Information: all information, in whatever form, provided or obtained by or on behalf of a party in the context of an Engagement, which the receiving party knows or ought reasonably to know is confidential.

Article 2 — Applicability

2.1 These general terms and conditions apply to all quotations, offers, Engagements and other legal relationships between the Service Provider and the Client, including follow-on and supplementary engagements.

2.2 The applicability of any general (purchasing) terms and conditions used by the Client is expressly rejected.

2.3 Deviations from these terms and conditions are only valid if and to the extent they have been agreed upon In Writing between the parties, and exclusively for the Engagement concerned.

2.4 If any provision of these terms and conditions is void or annulled, the remaining provisions shall remain in full force. The parties shall then consult in order to replace the void or annulled provision with a provision that approximates its purport as closely as possible.

2.5 These terms and conditions are also stipulated for the benefit of the Service Provider's Personnel, who may directly invoke them against the Client (third-party beneficiary clause).

Article 3 — Quotations and Formation

3.1 All quotations and offers of the Service Provider are without obligation, unless expressly stated otherwise therein.

3.2 An Engagement is formed by written acceptance by the Service Provider or by the Service Provider actually commencing performance. Given the urgent nature of incident response, an Engagement may also be formed orally or by e-mail; in that case, the Service Provider confirms the Engagement In Writing as soon as possible.

3.3 All Engagements are accepted and performed exclusively by the Service Provider, to the exclusion of Articles 7:404 and 7:407(2) DCC, even if it is the express or implied intention that an Engagement is to be performed by a particular person.

Article 4 — Performance; Best-Efforts Obligation

4.1 All obligations of the Service Provider are best-efforts obligations. The Service Provider performs the Engagement to the best of its knowledge and ability, in accordance with the standards of good professional practice. However, the Service Provider never guarantees the achievement of any particular result, including — but not limited to — the recovery of data or systems, the obtaining or functioning of decryption keys, the reduction of ransom demands, the prevention of publication or further dissemination of stolen or compromised data, or any outcome of negotiations with third parties.

4.2 The Service Provider is entitled to engage third parties in the performance of the Engagement. The applicability of Article 6:76 DCC is excluded for third parties that cannot be regarded as subordinates of the Service Provider.

4.3 Timelines referred to by the Service Provider are indicative only and shall never constitute strict deadlines.

4.4 Findings, reports and advice of the Service Provider are based on the information available at that time and the data provided by the Client. They are intended exclusively for the Client and may not be disclosed to third parties without the prior written consent of the Service Provider, except for disclosure to supervisory authorities, insurers, police and prosecutorial authorities to the extent legally required or reasonably necessary.

Article 5 — Forensic Services

5.1 The Service Provider performs Forensic Services in accordance with generally accepted forensic standards, but does not warrant that all relevant evidence will be found, that evidence found is complete or accurate, or that findings will be admitted or accepted as evidence in judicial or other proceedings.

5.2 The Client warrants that it is authorised to grant the Service Provider access to the systems, data carriers and data under investigation, and that such investigation does not infringe the rights of third parties or applicable legal provisions, including privacy and employment law rules.

5.3 The Service Provider is entitled, but not obliged, to retain forensic copies and investigation materials for the applicable statutory retention period for the purposes of record-keeping, quality assurance and defence against claims, in compliance with applicable legal requirements.

Article 6 — Ransomware Negotiations

6.1 In the context of Negotiation Services, the Service Provider acts exclusively as adviser and/or facilitator of the Client. Every decision as to whether or not to conduct negotiations, make a bid or pay a ransom rests solely and entirely with the Client, who bears full responsibility therefor.

6.2 The Service Provider does not guarantee that the counterparty in an extortion event will respond, fulfil its commitments, deliver functioning decryption keys, actually destroy stolen data, or refrain from renewed attacks or publication.

6.3 The Client is solely responsible for complying with its applicable legal obligations, including reporting obligations to supervisory authorities (inter alia under the GDPR and the Cybersecurity Act (implementation of the NIS2 Directive)), reporting to police and prosecutorial authorities, and information obligations to insurers.

Article 7 — Sanctions and Compliance

7.1 The Service Provider performs, to the best of its ability, screenings against applicable sanctions regulations before and during Negotiation Services (including the Dutch Sanctions Act 1977, EU sanction regulations and, where applicable, OFAC regulations).

7.2 If in the Service Provider's assessment there are indications that (further) performance of the Engagement, including facilitating a payment, is or may become contrary to sanctions regulations, anti-money laundering regulations, counter-terrorism financing regulations or any other legal provision, the Service Provider is entitled to suspend or withdraw from the Engagement with immediate effect, without being liable for any damages.

7.3 The Service Provider may be legally required to make notifications to competent authorities without being permitted to inform the Client thereof. Making such a notification does not constitute a failure or breach of confidentiality.

Article 8 — Obligations of the Client

8.1 The Client shall provide the Service Provider, in a timely, complete and accurate manner, with all information and cooperation reasonably necessary for the performance of the Engagement, and warrants the accuracy and completeness thereof. The Client warrants to the Service Provider that the information shared with the Service Provider in the context of the Engagement has been lawfully obtained by the Client and that the Client is authorised to share that information with the Service Provider.

8.2 During the Engagement, the Client shall refrain from unilateral communication with the counterparty in an extortion event, except after prior consultation with the Service Provider. Any loss resulting from a breach of this clause shall be borne entirely by the Client.

8.3 Any delay or loss resulting from inaccurate, incomplete or late provision of information shall be at the Client's risk and expense; additional work resulting therefrom shall be charged at the Service Provider's standard rates.

8.4 The Client warrants to the Service Provider that the content, use and processing of data and materials provided by or on behalf of the Client are not unlawful and do not infringe the rights of third parties.

8.5 If the Client deploys its own personnel or auxiliary persons in the performance of the Engagement, the Client warrants that such persons possess the requisite knowledge, expertise and experience.

8.6 If work is performed at the Client's premises, the Client warrants that those premises are safe and, to the extent necessary for the performance of the Engagement, provides in a timely manner a suitable workspace and the necessary facilities, including network access and access to data centres, server rooms and patch rooms.

8.7 The selection, use, application and management within the Client's organisation of the results of the Engagement and of data and materials provided by the Service Provider are at the Client's risk and expense. Where the performance of the Engagement requires the use of systems, software, data, processes or infrastructure for which the Client is responsible, the Client is responsible for their selection, functioning and timely and complete availability.

8.8 If the Engagement is performed (in part) for the benefit of a third party, this does not create a contractual relationship between the Service Provider and that third party. The Client warrants that such third party does not act in breach of the Engagement and these terms and conditions, and remains fully responsible and liable to the Service Provider for the acts and omissions of that third party as if they were its own.

Article 9 — Safety of Personnel; Withdrawal Without Charge

9.1 The Service Provider attaches paramount importance to the safety, integrity and independence of its Personnel.

9.2 If the Service Provider's Personnel is subjected to pressure of any kind — including, without limitation: threats, intimidation, (threatened) violence, blackmail, coercion, undue influence, attempts at bribery, pressure to act in breach of laws, regulations or professional standards, or pressure to adjust findings, reports or advice — regardless of whether such pressure originates from the Client, its Personnel, parties affiliated with the Client, the counterparty in an extortion event or any other third party, the Service

Provider is entitled to withdraw from the Engagement at any time, with immediate effect and without observing any notice period, in whole or in part.

9.3 Withdrawal pursuant to Article 9.2 is without charge: the Service Provider shall never owe any damages, penalty, compensation or restitution to the Client or third parties in respect of such withdrawal, and the Client shall indemnify the Service Provider against any third-party claims in that regard.

9.4 The determination of whether pressure within the meaning of Article 9.2 exists rests exclusively with the Service Provider. The Service Provider shall, to the extent reasonably permitted by the circumstances, notify the Client of the withdrawal with reasons.

9.5 Upon withdrawal, the Service Provider retains its full right to remuneration for all work performed and costs incurred up to the moment of withdrawal. Invoices already issued remain due and payable.

9.6 The Service Provider is furthermore entitled to withdraw from the Engagement if the relationship of trust with the Client has, in its assessment, been irreparably disrupted, observing a notice period that is reasonable in the circumstances.

Article 10 — Confidentiality

10.1 The parties shall keep Confidential Information strictly confidential, use it solely for the purpose for which it was provided, and not disclose it to third parties without the prior written consent of the other party.

10.2 The confidentiality obligation does not apply to information that: (a) was already lawfully in the possession of the receiving party without a confidentiality obligation; (b) is or becomes publicly known other than through the act of the receiving party; (c) has been lawfully obtained from a third party without a confidentiality obligation; or (d) has demonstrably been developed independently.

10.3 Disclosure of Confidential Information is permitted to the extent required by law, ordered by a competent court, police and prosecutorial authorities, or supervisory authority, or necessary for the defence of a party in judicial, arbitral or disciplinary proceedings or to its insurer. The disclosing party shall notify the other party in advance, unless this is prohibited by law or is not reasonably possible given the circumstances. The Service Provider shall endeavour, within the framework of applicable laws and regulations, to share the Confidential Information the disclosure of which has been ordered in the least intrusive manner possible in judicial proceedings or with police and prosecutorial authorities and/or the supervisory authority.

10.4 The parties shall impose on their personnel and engaged third parties who obtain access to Confidential Information a confidentiality obligation at least equivalent to this article.

10.5 The Service Provider is entitled to use anonymised and non-attributable knowledge and experience, including threat intelligence, for other engagements, research and knowledge-sharing within the sector.

10.6 The obligations under this article shall remain in full force after the end of the Engagement for a period of five years, and indefinitely in respect of trade secrets within the meaning of the Dutch Trade Secrets Protection Act (Wet bescherming bedrijfsgeheimen).

Article 11 — Personal Data

11.1 Terms used in this article, including ‘controller’, ‘processor’, ‘personal data’, ‘data subject’, ‘processing’ and ‘personal data breach’, have the meaning given to them in the GDPR.

11.2 To the extent that the Service Provider processes personal data on behalf of the Client in the performance of the Engagement, it does so as a processor (or sub-processor) within the meaning of the GDPR, and this article constitutes a data processing agreement within the meaning of Article 28(3) GDPR, without prejudice to the right of the parties to conclude a separate data processing agreement, which shall then take precedence. For processing for its own purposes (including record-keeping, compliance and quality purposes), the Service Provider acts as an independent controller.

11.3 The parties shall record the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects and recipients in the Engagement (confirmation) or an annex thereto, and shall keep this information up to date by mutual agreement.

11.4 The Service Provider, acting as processor: (a) processes personal data solely on the basis of documented instructions from the Client, unless a legal obligation incumbent on the Service Provider requires processing, in which case the Service Provider shall inform the Client prior to processing, unless such legislation prohibits this notification for important reasons of public interest; (b) informs the Client if, in its assessment, an instruction is contrary to Privacy Legislation; and (c) ensures that persons authorised to process personal data have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality.

11.5 The Service Provider shall, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, as well as the risks of varying likelihood and severity to the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. The Service Provider shall provide the Client with information about these measures upon request. The foregoing is without prejudice to the Client’s own responsibility for appropriate technical and organisational measures within its organisation.

11.6 The Client hereby grants the Service Provider a general written authorisation to engage sub-processors, including group companies of the Service Provider and third parties whose services are used in the performance of the Engagement. The Service Provider shall impose on sub-processors by agreement obligations that comply with the requirements of Privacy Legislation and are no less protective than the obligations under this article. The Service Provider shall notify the Client of intended additions or replacements of sub-processors, whereby the Client may object In Writing on reasonable grounds.

11.7 The Service Provider shall, to the extent possible and taking into account the nature of the processing, provide the Client with reasonable assistance, by means of appropriate technical and organisational measures, in fulfilling the Client’s obligation to respond to requests from data subjects to exercise their rights. The Service Provider shall promptly notify the Client of a request received directly from a data subject relating to personal data processed in the context of the Engagement, and shall not respond to such a

request itself, except on the basis of documented instructions from the Client or a legal obligation, in which latter case the Service Provider shall — to the extent permitted — notify the Client in advance.

11.8 The Service Provider shall, at the Client's request, provide reasonable cooperation in carrying out a data protection impact assessment and any prior consultation of the supervisory authority, to the extent the Client does not itself have the necessary information and that information is available to the Service Provider. The costs of this cooperation shall be borne by the Client at the Service Provider's standard rates.

11.9 The Service Provider shall notify the Client without undue delay, and no later than 72 hours after becoming aware of a personal data breach at the Service Provider or its sub-processors. The Service Provider shall investigate such a breach and report the results thereof to the Client as soon as reasonably possible. To the extent that the breach was caused, in whole or in part, by an act or omission of the Client, the costs of this investigation shall be borne by the Client at the Service Provider's standard rates.

11.10 Transfers of personal data to a country outside the European Economic Area or to an international organisation shall only take place if the conditions set forth in Privacy Legislation for such transfers are met.

11.11 After the end of the processing services, the Service Provider shall, at the Client's choice and expense, delete or return the personal data to the Client and delete any existing copies, unless and to the extent that retention of the personal data is required by law or the Service Provider is permitted to retain it as an independent controller (including for record-keeping purposes). If the Client has not requested the return of personal data In Writing within thirty days after the end of the Engagement, the Service Provider is entitled to (have) delete(d) the personal data.

11.12 The Service Provider shall, upon the Client's reasonable request, make available the information necessary to demonstrate compliance with the obligations under this article; if this information is confidential, the Service Provider may require that inspection takes place exclusively at its premises. The Client may, at most once per year and at its own expense, have an audit conducted by an independent, certified external expert with demonstrable experience with the type of processing carried out under the Engagement. The audit is limited to compliance with the agreements regarding the processing of personal data under the Engagement. The expert is obliged to maintain confidentiality regarding its findings, reports to the Client exclusively identified shortcomings in the Service Provider's compliance, and provides the Service Provider with a copy of its report. The Service Provider may refuse an expert if, in its reasonable assessment, such expert could harm its competitive position, may require that an audit plan (scope, items, timing and duration) be agreed in advance, and may impose reasonable additional conditions to protect the confidentiality and integrity of information and of the security measures it has implemented. Reasonable costs of cooperation with an audit shall be borne by the Client.

11.13 The Client warrants that the provision of personal data to the Service Provider and the processing thereof in the context of the Engagement are lawful. The Client shall indemnify the Service Provider and its group companies against all third-party claims — including claims from data subjects and supervisory authorities — and related damages, fines and costs in connection with processing of personal data for which the Client is responsible as controller, unless the Client demonstrates that the facts underlying the claim are attributable to the Service Provider.

Article 12 — Fees and Payment

12.1 Unless otherwise agreed In Writing, work is performed on the basis of the Service Provider's standard (hourly) rates, plus disbursements, third-party costs and VAT. A surcharge may apply for urgent work outside business hours. Time units are recorded and invoiced per hour.

12.2 The Service Provider is at all times entitled to demand an advance payment and to suspend the commencement or continuation of work until the advance payment has been made. An advance payment must be made within 24 hours.

12.3 Payment must be made within fourteen days of the invoice date, without suspension, discount or set-off. Upon exceeding the payment term, the Client is in default by operation of law and shall owe statutory commercial interest (Article 6:119a DCC) and extrajudicial collection costs.

Article 13 — Limitation of Liability

13.1 Without prejudice to the other provisions of this Article 13, the total liability or obligation of the Service Provider towards the Client, regardless of the legal basis thereof, is limited per event (whereby a series of related events qualifies as one event) to the amount invoiced to the Client for the Service Provider's own services in respect of the relevant Engagement (excluding VAT, disbursements and third-party costs), provided that the total cumulative liability or obligation to compensate of the Service Provider shall never exceed EUR 50,000. Payments made in connection with the settlement of a ransom demand do not constitute the charging of fees for the Service Provider's own services.

13.2 The limitations and exclusions of liability set out in this Article 13 apply to every claim, demand or obligation of the Service Provider towards the Client, regardless of the legal basis thereof, and apply inter alia (non-exhaustively) to: (a) any obligation to pay damages, penalties or other compensation; (b) any obligation to perform, to pay substitute or supplementary damages, or to reverse performance, including obligations to reverse performance or pay value following (partial) termination of the Engagement; (c) any warranty given or deemed to have been given by the Service Provider; (d) any indemnification entered into by the Service Provider under the Engagement vis-à-vis the Client or third parties, including indemnifications in respect of infringement of intellectual property rights, data protection or otherwise; and (e) claims in tort, even if these are related to or arise from the performance of the Engagement. In all cases, the limitation resulting from Articles 13.1 and 13.2 constitutes the maximum.

13.3 The Service Provider is never liable for indirect or consequential loss, including — but not limited to — loss of profit or revenue, missed savings, business interruption, reputational damage, loss, damage, encryption or publication of data, ransom paid, costs of recovery or reconstruction of data and systems, regulatory fines and third-party claims. This exclusion applies fully alongside, and independently of, the limitations contained in Articles 13.1 and 13.2.

13.4 The Service Provider is not liable for loss resulting from: (a) acts, omissions or non-performance by the counterparty in an extortion event or other third parties; (b) decisions of the Client, including the decision whether or not to pay a ransom; (c) inaccurate, incomplete or late information provided by or on behalf of the Client; (d) changes made to systems or evidence by the Client or third parties; or (e) withdrawal or suspension of the Engagement in accordance with these terms and conditions or applicable law.

13.5 The provisions of Articles 13.1 through 13.4 do not affect the liability of the Service Provider for loss that is the direct result of wilful misconduct or conscious recklessness of the statutory directors or senior management of the Service Provider itself (and thus expressly not of its subordinates, auxiliary persons or engaged third parties, to whose conduct Article 13.8 continues to apply without limitation). Even in the case referred to in this clause, Article 13.3 (exclusion of indirect loss and consequential loss) continues to apply without limitation.

13.6 Limitation period. Any claim for damages or any other demand against the Service Provider lapses if it has not been notified to the Service Provider In Writing and with reasons within sixty (60) days of the Client becoming or reasonably being able to have become aware of the loss and the possible liability of the Service Provider, and in any event if the claim has not been brought before a court within twelve (12) months of that moment.

13.7 Any claim against the Service Provider's Personnel personally is excluded; this clause is also stipulated for the benefit of that Personnel.

13.8 Auxiliary persons and third parties. The limitations and exclusions of liability set out in this article apply equally to acts of subordinates, auxiliary persons and third parties engaged by the Service Provider in the performance of the Engagement, including where wilful misconduct or conscious recklessness is present on their part, and are also stipulated for their benefit, so that they may directly invoke them against the Client.

Article 14 — Indemnification

14.1 The Client shall indemnify the Service Provider and its Personnel against all third-party claims in any way related to the Engagement or the data processed in connection therewith, including claims from data subjects, supervisory authorities, insurers and the counterparty in an extortion event, except to the extent that the claim results from wilful misconduct or conscious recklessness of the statutory directors or senior management of the Service Provider. The costs of defence shall be borne by the Client. The Service Provider is entitled, where appropriate and at the Client's expense, to engage its own legal counsel to protect the Service Provider's interests.

Article 15 — Force Majeure

15.1 Force majeure includes, without limitation: disruptions or failure of internet, telecommunications or network infrastructure, cyber attacks on the Service Provider or its suppliers, measures of authorities, sanction measures, and non-performance by engaged third parties. During force majeure, the Service Provider's obligations are suspended; if the force majeure lasts longer than thirty days, either party is entitled to terminate the Engagement without liability for damages.

Article 16 — Suspension and Termination

16.1 Either party may terminate the Engagement early In Writing, observing a reasonable notice period. Upon termination, the Client shall owe the Service Provider's fees for work performed up to that point, as well as the costs of obligations already entered into with third parties.

16.2 The Service Provider may suspend or terminate the Engagement with immediate effect, without prejudice to its other rights, if: (a) the Client is in default of any payment obligation; (b) the Client is subject to (an application for) bankruptcy, suspension of payments or attachment; (c) a situation arises as referred to in Article 7 or Article 9; or (d) continued performance cannot reasonably be required of the Service Provider.

16.3 Provisions that by their nature are intended to survive the end of the Engagement, including Articles 9.3, 9.5, 10, 11, 13, 14, 17 and 19, shall remain in force after termination.

Article 17 — Intellectual Property

17.1 All intellectual property rights in methods, procedures, tooling, software, models and reports developed or used by the Service Provider vest in the Service Provider or its licensors. The Client obtains a non-exclusive, non-transferable right to use reports for the purpose for which they were prepared.

Article 18 — Miscellaneous

18.1 The Client may not transfer any rights or obligations under the Engagement without the prior written consent of the Service Provider. This clause has proprietary effect (Article 3:83(2) DCC).

18.2 The Service Provider is entitled to amend these terms and conditions. Amended terms and conditions shall enter into force thirty (30) days after written notice to the Client and shall apply to Engagements concluded thereafter. If the Client objects to the amended terms and conditions, it is entitled to terminate the current Engagement, observing a notice period of fourteen (14) days.

18.3 These terms and conditions have been drawn up in the Dutch language. In the event of any discrepancy between the Dutch text and a translation, the Dutch text shall prevail.

Article 19 — Governing Law and Jurisdiction

19.1 Dutch law exclusively governs all legal relationships between the Service Provider and the Client. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

19.2 All disputes arising from or in connection with an Engagement or these terms and conditions shall be submitted in the first instance exclusively to the Amsterdam District Court (Rechtbank Amsterdam), without prejudice to the right of the Service Provider to submit a dispute to the competent court pursuant to the applicable rules of jurisdiction.

***