GENERAL TERMS AND CONDITIONS

Intelligence Nest Training Courses

A Birdwatcher Group Programme

Article 1 — Definitions

In these General Terms and Conditions, the following terms have the meanings set out below:

Company: [Birdwatcher Group legal entity name], registered at [address], KVK [number], VAT [number], also referred to as 'we' or 'us'.

Programme: The Intelligence Nest training programme offered by the Company.

Client: The natural person or legal entity, partnership, State, governmental body or public authority that enters into, or intends to enter into, an Agreement with the Company.

Participant: The natural person who actually attends a Training, whether or not the same person is the Client.

Training: Any course, workshop, or programme organised by the Company under the Programme — including but not limited to tradecraft courses (OSINT, dark web intelligence, investigative techniques) and decision-making simulations (ransomware negotiation, crisis management, data leak response) — regardless of format (in-person, online, or hybrid).

Agreement: The agreement between the Company and the Client regarding participation in a Training.

Training Material: All documentation, presentations, handbooks, reference cards, tools, scripts, case studies, videos, links, and other materials provided by the Company to Participants before, during, or after a Training.

In Writing: Any written communication or documentation, in physical and/or electronic form, including by letter or e-mail or website dialogue, or by any other electronic means that enable the recipient to store the communication or documentation in a manner accessible for future reference and unchanged reproduction.

Website: www.birdwatchergroup.com/intelligence-nest

Trade Regulations: All applicable laws, regulations, sanctions, restrictive measures, export controls and trade restrictions imposed or administered by any national or supranational authority, including the European Union, its Member States, the United States and any other relevant jurisdiction, relating to Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT), the provision, supply, transfer or use of goods, technology, software, services, knowledge or technical assistance, including but not limited to any prohibition or restriction based on the identity, location, nationality, ownership or control of a person or entity, the destination or end-user, or the intended end-use, and any applicable licensing or authorisation requirement, such as but not limited to Regulation (EU) No 833/2014 and Regulation (EC) No 765/2006, in each case as amended, supplemented or replaced from time to time.

Article 2 — Applicability

2.1 These General Terms and Conditions apply to all offers, quotations, Agreements, and other legal relationships between the Company and the Client relating to any Training.

2.2 These terms have been made available to the Client prior to entering into an Agreement, in our offers, and/or via our Website, and/or via e-mail. By entering into an Agreement Client accepts that these General Terms and Conditions are an integral part of that Agreement.

2.3 Any purchasing or general terms and conditions of the Client are explicitly rejected unless accepted by the Company in writing.

2.4 If one or more provisions of these General Terms and Conditions are found to be void or are annulled, the remaining provisions will remain in full force. In such cases, the invalid provisions shall be deemed replaced by a provision that approaches the intent of the original provision as closely as possible.

Article 3 — Offer and Conclusion of Agreement

3.1 All offers and quotations from the Company are non-binding unless explicitly stated otherwise, and are valid for the period stated therein or, in the absence thereof, for 30 days.

3.2 All Agreements shall be made in writing only. Where registration takes place via the Website, the Agreement is concluded at the moment the Client submits the registration form and actively ticks the box confirming acceptance of these General Terms and Conditions. Any confirmation e-mail from the Company serves (only) as acknowledgement of that Agreement.

3.3 The Client warrants the accuracy and completeness of all information provided during registration, including Participant details.

3.4 Apparent errors in offers, on the Website, or in Training Material do not bind the Company.

3.5 The Company may set a minimum number of registrations for a Training to proceed. If this minimum is not reached, the Company will inform the Client as soon as possible and Article 8 applies.

Article 4 — Prices and Payment

4.1 All prices are in Euros and exclude VAT (btw) and other government levies unless stated otherwise.

4.2 All invoices shall be paid by the Client in full without set off or hold back in any form within 14 days following invoice date or another payment term stated in the invoice, and in any case prior to the start of the Training.

4.3 If registration takes place within 14 days of the start, the full course fee is immediately due.

4.4 If the Client fails to pay any amount by the applicable due date, the Client shall be in default by operation of law and without any notice of default or other notice being required. From the applicable due date until the date of payment in full, the Client shall owe statutory commercial interest (wettelijke handelsrente) on the outstanding amount. In addition, the Client shall be liable for extrajudicial collection costs, which shall be fixed at 15% of the outstanding amount, subject to a minimum of EUR 500, without prejudice to the Company's right to claim any higher costs actually and reasonably incurred to the extent permitted by applicable law. Any failure by the Client to pay an amount when due shall entitle the Company to suspend or deny the Client and its Participants access to the Training until all amounts due have been paid in full, without prejudice to the Company's rights to payment, interest, costs and damages..

Article 5 — Delivery and Content of Trainings

5.1 The Company will deliver each Training using its best endeavours, as described in the course description regarding location, format, duration, and programme.

5.2 The Company may change the content, trainer(s), location, or schedule, in its discretion and acting reasonably, provided the nature and quality of the Training are not materially impaired. Material changes will be communicated to the Client verbally and in Writing as soon as reasonably possible.

5.3 A Training may be conducted physically, online, or in a hybrid format, as indicated upon registration. The Company may in its discretion, acting reasonably, convert a physical Training into an online variant with an equivalent program. The Client will be informed in advance and has the right to cancel free of charge pursuant to Article 7. Each Client and each Participant will at all times be responsible for its own access to an online connection.

5.4 The Company does not guarantee any specific outcome, skill level, certificate valuation, or exam result from attending a Training.

5.5 Where a Training involves live demonstrations, simulated environments, or real-world case material (including dark web environments, breach data, or crisis scenarios), these are used exclusively within the educational context of that Training. Such content may be outside the Training only in accordance with Article 11.

Article 6 — Participation and Admission

6.1 The Company may in its discretion, acting reasonably, refuse a registration or terminate an Agreement or exclude a Participant from a Training, including in case of:

a. Reasonable doubt regarding the legitimate purpose or professional basis of participation;

b. Any material breach of these General Terms and Conditions by a Client or any of its Participants;

c. Disruptive, threatening, or aggressive behaviour towards trainers or other Participants.

6.2 Exclusion under Article 6.1(b) or (c) does not give rise to any refund of the course fee.

6.3 In the event of registration refusal pursuant to Article 6.1(a) prior to the start of the Training, any course fee already paid will be fully refunded.

Article 7 — Cancellation and Rescheduling by the Client

7.1 Cancellation or rescheduling of participation by the Client must be done In Writing.

7.2 The following cancellation terms apply, measured from the date of the Company's receipt of the cancellation in Writing to the first training day:

a. More than 28 calendar days before: free cancellation;

b. Between 28 and 14 calendar days before: 50% of the course fee is due;

c. 14 calendar days or fewer before, or no-show: 100% of the course fee is due.

7.3 The Client may request to reschedule once, free of charge, up to 14 days before the start to the next available Training of the same type, subject to availability. A second rescheduling request, or a request within 14 days of the start, will be granted against an administrative fee of €50.

7.4 The Client may substitute a Participant at any time, free of charge, provided the substitution is communicated In Writing no later than 2 working days before the Training begins and the substitute meets the admission requirements of Article 6.

7.5 This Article does not affect the statutory right of withdrawal for Consumers under Article 15.

Article 8 — Cancellation or Changes by the Company

8.1 The Company may cancel a Training or change its date, including due to insufficient registrations, trainer unavailability, or force majeure as described in Article 13.

8.2 On cancellation by the Company, the Client will be offered either free participation on a replacement date or a refund of the course fee paid minus administration costs.

8.3 The Company shall not liable for any costs or damages, including travel, accommodation, or similar costs incurred by the Client or Participant in connection with a cancelled or rescheduled Training.

Article 9 — Responsible and Lawful Use

9.1 The Trainings provide knowledge and skills in intelligence tradecraft, cyber investigation, crisis decision-making, and related disciplines. These skills, if misused, can cause harm to third parties.

9.2 The Client shall ensure that each of its Participants will use all knowledge, skills, tools, and Training Material acquired exclusively for lawful and professionally appropriate purposes, and that they shall not use what they learn for:

a. Stalking, intimidating, harassing, or discrediting individuals;

b. Collecting, correlating, or publishing personal data without a lawful basis (including doxing);

c. Unauthorised access to computer systems or networks;

d. Conducting or facilitating ransomware attacks, extortion, data theft, or other criminal activity;

e. Any breach of the GDPR or other applicable law.

9.3 The Company shall not liable in any way towards a Participant or Client for any misuse of knowledge or skills acquired during a Training by it or any of its related persons or parties.

9.4 The Company may suspend access to the Training or future Trainings, without refund, upon any suspicion of misuse as described in Article 9.2.

Article 10 — Confidentiality and Recordings

10.1 All information shared during a Training — including case studies, investigation methods, simulation scenarios, threat actor intelligence, breach data, and details of persons or organisations featured in case materials — is strictly confidential. The Client shall ensure that none of its Participants will share this information outside the Training group without the explicit prior permission of the Company in Writing.

10.2 For custom or in-company Trainings, the Company treats commercially sensitive information provided by the Client as confidential and uses it solely for the performance of the Agreement.

10.3 A supplementary Non-Disclosure Agreement can be concluded on request, particularly for Trainings delivered to law enforcement, intelligence services, or security organisations.

10.4 Due to the sensitive nature of the techniques, tools, live demonstrations, and case material used, audio or video recording of any part of the Training, including the trainer's screen or materials, is strictly prohibited without the Company's prior consent in Writing. This restriction exists independently of and alongside Article 11 regarding intellectual property.

Article 11 — Intellectual Property

11.1 All intellectual property rights in the Training Material, methodologies, tools, frameworks, and other works developed by the Company belong exclusively to the Company or its licensors.

11.2 The Company grants the Client a non-exclusive, non-transferable licence for use by each of its Participants of the Training Materials solely for their own personal study and professional use. Except for this limited right of use, neither the Agreement nor participation in the Training transfers, assigns or otherwise grants to the Client or to any Participant any right, title or interest in or to the Training Materials or any intellectual property rights therein.

11.3 Participants may not reproduce, publish, distribute, sell, or use Training Material — in whole or in part — for commercial purposes or to deliver their own training courses, without the Company's prior consent in Writing.

Article 12 — Liability

12.1 The Company shall only be liable for a failure in the performance of its obligations that is attributable to the Company, and only for direct loss directly resulting from such failure.

12.2 The Company shall not be liable for any indirect or consequential loss or damage, including loss of profits, loss of savings, reputational damage or business interruption.

12.3 The Company's total liability in respect of any incident (a series of related incidents being regarded as a single incident) shall be limited to the course fee paid by the Client for the relevant Training, and shall in no event exceed the amount paid out in respect of such incident under the Company's applicable liability insurance.

12.4 The limitations and exclusions of liability set out in Articles 12.1–12.3 shall not apply to the extent that the loss or damage results from wilful misconduct or gross negligence on the part of the Company or its managing director(s).

12.5 Any claim against the Company shall lapse if the Client has not notified the Company In Writing of such claim within 12 months after the incident giving rise to the claim.

12.6 The Company shall not be liable for any acts, advice or omissions of any third party involved in providing the Training, unless and to the extent that such third party was engaged by the Company in the performance of the Company's obligations within the meaning of Article 6:76 of the Dutch Civil Code.

12.7 The Client guarantees towards the Company that each of its Participants shall observe and adhere to these General Terms and Conditions and it shall indemnify and hold harmless the

Company for any and all loss and / or damage caused by any breach by Client or any of its Participants of these General Terms and Conditions.

Article 13 — Force Majeure

13.1 The Company is not obliged to fulfil any obligation if prevented from doing so by circumstances that cannot reasonably be attributed to it (Force Majeure).

13.2 Force Majeure includes (but is not limited to): trainer illness, fire, government measures, network or system failures, pandemic or epidemic restrictions, and other circumstances beyond the Company's reasonable control.

13.3 If Force Majeure continues for more than 30 days, either party may dissolve the Agreement In Writing, in which case course fees paid will be refunded on a pro-rata basis minus administration costs.

Article 14 — Data Protection

14.1 The Company processes personal data of Clients and Participants in accordance with the GDPR, the Dutch UAVG, and the Company's Privacy Policy, available at the Company's Website.

14.2 To the extent that Participants practice during the Training on publicly accessible data, this shall remain strictly limited to lawful purposes.

14.3 Each Client and each of its Participants is individually responsible for lawfully processing personal data during and after the Training.

Article 15 — Complaints

16.1 Complaints about any Training or the performance of the Agreement must be submitted In Writing to trainings@birdwatchergroup.com as soon as possible and no later than 14 days after the facts underlying the complaint have occurred, with a detailed description of relevant facts and the basis and object of the complaint.

16.2 Submitting a complaint does not suspend the Client's payment obligation.

16. Trade Regulations

17.1 The provision of a Training may be subject to Trade Regulations. The Client warrants that its participation in and use of the Training complies with all applicable Trade Regulations.

17.2 The Client shall, upon request, provide the Company with all information and cooperation reasonably required to determine whether any Trade Regulations apply, including information concerning the Client, its Participants, beneficial owners, affiliations, intended use and end-users, and shall promptly notify the Company of any relevant changes.

17.3 The Company may conduct such due diligence, screening and monitoring as it reasonably considers necessary, and the Client shall provide any and all further information and cooperation as requested by the Company for this purpose, and shall ensure that each Participant provides this, to determine compliance with applicable Trade Regulations and whether it may lawfully provide the Training, and may refuse, suspend or terminate the Training if required by Trade Regulations or if the information reasonably required to make that determination is not provided.

17.4 The Client shall indemnify the Company against any loss, liability, costs or other consequences resulting from any breach of this Article or any Trade Regulation by the Client or any of its Participants.

Article 17 — Governing Law and Disputes

18.1 All Agreements to which these General Terms and Conditions apply are exclusively governed by Dutch law.

18.2 Disputes shall be submitted exclusively to the court of The Hague (*rechtbank Den Haag*) in the first instance.

Article 18 — Final Provisions

19.1 The Company reserves the right to amend these General Terms and Conditions. Amended terms do not apply to existing Agreements unless the Company has notified the Client in Writing prior to such amendment and it does not object within 14 days in Writing.

19.2 These General Terms and Conditions are available on the Company's Website.

19.3 These General Terms and Conditions are made in English only. In the event of any discrepancy between this version and a translation, the English version prevails.