

GENERAL TERMS AND CONDITIONS

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CHAPTER 1 GENERAL PROVISIONS

Article 1 Definitions

License means a limited right of use granted by WYKYK to the Client in respect of intellectual property rights in certain software products or services, including but not limited to the CMS module, as well as other systems, applications or functionalities developed or offered by WYKYK;

WYKYK means WYKYK B.V., a private limited liability company under Dutch law, trading as WYKYK, registered with the Dutch Trade Register under number 97530859, and/or one or more of its subsidiaries;

Client means any natural person acting in the course of a profession or business, or any legal entity, that has entered into, or intends to enter into, an Agreement with WYKYK;

Agreement means the written agreement between the Client and WYKYK setting out the specific terms and conditions, including the type of services, under which WYKYK shall provide services to the Client;

Article 2 General

2.1. These general terms and conditions apply to all Agreements, offers and quotations under which WYKYK undertakes to supply services of any nature to a Client, who in turn undertakes to pay a monetary price.

2.2. Once the Client has entered into an Agreement with WYKYK subject to these general terms and conditions, these terms shall also apply to any subsequent Agreement with WYKYK, even if not expressly referred to at

the time such Agreement is concluded.

2.3. The provisions of these general terms and conditions are also stipulated for the benefit of WYKYK's directors, employees and any auxiliary persons engaged in the performance of the Agreement.

2.4. Insofar as WYKYK supplies, or grants access to, third-party products and/or services, the (licensing or sales) terms of such third party shall apply, irrespective of anything to the contrary in these general terms and conditions, provided that WYKYK has notified the Client in advance of their applicability and the Client has had a reasonable opportunity to review them.

If, for any reason, those third-party terms do not apply or are declared inapplicable, these general terms and conditions shall fully replace them.

2.5. The applicability of any general terms and conditions of the Client is hereby expressly rejected in advance.

2.6. WYKYK may amend these general terms and conditions. The Client shall be deemed to have accepted any amendment unless it has notified WYKYK of its objections in writing within seven (7) days after WYKYK's written notice of such amendments.

2.7. In the event of any conflict between the Agreement and these general terms and conditions, the provisions of the Agreement shall prevail.

2.8. Insofar as an offer or quotation contains provisions that conflict with the Agreement, the provisions of the Agreement shall prevail.

2.9. Deviations from and additions to these

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general terms and conditions are valid only if expressly agreed in writing by the parties.

Article 3 Formation and content of the Agreement

3.1. All offers and quotations by WYKYK are without obligation and may be revoked by WYKYK at any time, unless expressly stated otherwise in writing by WYKYK. The Client warrants the accuracy, completeness and reliability of all information it provides to WYKYK and on which WYKYK's offer or quotation is based.

3.2. The Agreement between the Client and WYKYK is concluded once the Client has accepted the offer or order confirmation issued by WYKYK, whether by signing and returning it, by digital confirmation, or by any other unambiguous acceptance by electronic means, including confirmation by e-mail.

3.3. If, after conclusion of the Agreement, it appears that changes or additions are necessary for its performance, the parties shall timely amend the Agreement by mutual consultation.

Article 4 Performance of the Agreement

4.1. WYKYK shall use its best efforts and professional skill to perform the agreed service with due care and in accordance with the written arrangements and procedures. All obligations of WYKYK towards the Client shall at all times be construed as obligations of best efforts, not of result. WYKYK does not guarantee the achievement of any particular outcome or result.

4.2. WYKYK is entitled to have the work performed, in whole or in part, by third parties.

4.3. The Client shall provide all necessary co-operation to ensure proper and timely performance of the Agreement. The Client guarantees the accuracy, completeness and reliability of all information, data and documentation provided by or on behalf of the Client. WYKYK shall inform the Client of any information it deems necessary for this purpose.

4.4. If WYKYK is unable to commence or continue performance of the Agreement due to any act or omission of the Client, any resulting delays, additional costs and/or extra hours shall be borne by the Client.

4.5. Unless expressly agreed otherwise, all (delivery) periods stated by WYKYK, whether interim or final, shall be deemed target periods only and shall never be considered strict deadlines.

Article 5 Additional Work

5.1. If, during the performance of the Agreement, it appears that adjustments or extensions to the agreed work are necessary, the Parties shall consult with each other in a timely manner. Such changes shall only be implemented after prior approval from the Client.

5.2. Additional work shall be carried out at WYKYK's applicable rates at that time, unless agreed otherwise in writing. If a fixed price was agreed for the original assignment, WYKYK shall inform the Client in advance of the financial consequences of the proposed additional work.

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5.3. WYKYK is under no obligation to accept requests for additional work.

5.4. WYKYK is not required to follow instructions (including additional or deviating specifications) from the Client that differ from the content or scope of the original Agreement. Should such instructions nevertheless be implemented, they shall be deemed additional work and invoiced separately.

5.5. The Client acknowledges that additional work may affect the agreed planning, delivery deadlines and obligations.

Article 6 Complaints

6.1. The Client shall promptly inspect the work performed and the deliverables provided by WYKYK for accuracy and completeness, and shall notify WYKYK in writing, as detailed as possible, of any complaints as soon as possible, but no later than one (1) week after completion or delivery. After this period, any rights of the Client in this respect — including but not limited to the right to performance or damages for breach of contract — shall lapse, unless the Client can demonstrate that the defect could not reasonably have been discovered earlier.

6.2. Retaining or paying invoices without protest shall likewise be deemed acceptance by the Client of the accuracy and completeness of the work performed and the invoiced amount, thereby extinguishing any rights the Client might otherwise have had, including (but not limited to) the right to performance or damages for non-performance.

6.3. If the Client has submitted a complaint in

time as set out in Article 6.1, WYKYK and the Client shall consult with each other as soon as reasonably possible. Complaints do not suspend the Client's payment obligations.

6.4. If a complaint relates to ongoing work, it shall in no event oblige WYKYK to perform any work other than that which was originally agreed.

Article 7 Price and Payment

7.1. All prices applied by WYKYK are exclusive of VAT, other governmental levies and expenses such as travel, registration and other costs incurred in connection with the performance of the Agreement. All prices are expressed in euros, unless otherwise stated in writing.

7.2. Unless the parties have expressly agreed otherwise or a fixed price in writing, the Client shall owe WYKYK a fee calculated on the basis of the actual time spent multiplied by the applicable rate. WYKYK's time records constitute conclusive evidence of the time spent and invoiced by WYKYK; the Client shall not be entitled to provide contrary evidence. The Client cannot derive any rights from preliminary estimates or budgets.

7.3. WYKYK is entitled to reasonably increase prices and rates if, after conclusion of the Agreement but before full performance of the service, there is a price increase of at least 5% in cost-determining factors (such as insurance premiums, taxes, levies and/or exchange rate fluctuations of the euro against foreign currencies).

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7.4. If payment by direct debit has been agreed, the Client hereby authorizes WYKYK to automatically collect the amounts due throughout the term of the Agreement. The Client may not revoke this authorization during the term. If a collection attempt by WYKYK fails, WYKYK shall be entitled to charge reasonable administrative costs and may make a subsequent collection attempt.

7.5. Invoices must be paid within fourteen (14) days from the invoice date, without deduction, set-off or suspension. This period shall be deemed a strict deadline.

7.6. Upon expiry of the payment term, the Client shall owe WYKYK, on the principal amount due including VAT:

- (i) interest at a rate of 1.5% per month, with part of a month counting as a full month;
- (ii) compensation for extrajudicial collection costs, amounting to at least 15% of the principal amount including VAT, with a minimum of EUR 500.00; and
- (iii) reimbursement of the actual judicial costs incurred, including all costs charged by advisers, lawyers and external experts.

This is without prejudice to any other statutory and contractual rights of WYKYK.

7.7. The invoiced price shall become immediately due and payable if the Client applies for or is declared bankrupt, applies for or is granted (provisional) suspension of payments, becomes subject to the Dutch Debt Restructuring Act for Natural Persons, if attachment is levied on all or part of the Client's assets, if the

Client dies, is dissolved, placed under guardianship or administration, or if after conclusion of the Agreement WYKYK becomes aware of circumstances giving it reasonable grounds to fear that the Client will not fulfil its obligations.

7.8. WYKYK may at any time require the Client to provide adequate security for the performance of its (payment) obligations. WYKYK may suspend its obligations under the Agreement until such security has been provided or payment has been made.

Article 8 Term and Termination

8.1. If the Client and WYKYK have entered into a fixed-term Agreement, it shall be deemed concluded for an initial period of one (1) year, unless expressly agreed otherwise. Upon expiry of the initial term, the Agreement shall automatically renew for successive periods of the same duration, unless either party terminates it in writing with a notice period of at least one (1) month prior to the end of the current term.

8.2. Interim termination by the Client during the current term is not permitted, unless expressly agreed otherwise. In the absence of a specific term, the Agreement shall be deemed concluded for an initial period of one (1) year.

8.3. If, by its nature and content, the Agreement does not have a fixed end date and is concluded for an indefinite period, either party may terminate it in writing with due observance of a reasonable notice period. In the absence of an agreed notice period, a period of one (1) month shall apply.

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Article 9 Dissolution of the Agreement

9.1. Each party shall be entitled to dissolve the Agreement in whole or in part if the other party fails imputably to perform any material obligation under the Agreement. Dissolution shall only be possible after the defaulting party has been given written notice of default specifying the breach as precisely as possible and granting a reasonable period to remedy it, unless otherwise provided in these terms.

9.2. Without prejudice to the foregoing, WYKYK may terminate the Agreement with immediate effect, without notice of default being required, by written notice to the Client if:

- the Client fails to comply with one or more provisions of the Agreement or these general terms and conditions;
 - the Client applies for or is declared bankrupt;
 - the Client applies for or is granted suspension of payments;
 - all or part of the Client's assets are seized;
 - the Client is dissolved;
 - the Client is placed under guardianship or administration; or
 - WYKYK becomes aware, after conclusion of the Agreement, of circumstances giving rise to well-founded concern that the Client will not fulfil its obligations;
- all without prejudice to WYKYK's right to claim damages from the Client.

9.3. In the event of dissolution, all services already performed and the corresponding payment obligations shall become immediately due and payable, unless the breach is not sufficiently serious to justify termination. In such

case, the Client shall not be entitled to any refund or reversal of performance.

Article 10 Information Security and Use of the WYKYK Portal

10.1. Where WYKYK provides access to its online vulnerability management or reporting environment ("WYKYK Portal") under the Agreement, it shall implement appropriate technical and organizational measures to protect the confidentiality, integrity and availability of the data contained therein.

10.2. WYKYK does not warrant that such security will be effective under all circumstances. The Client acknowledges that no system can be entirely free of vulnerabilities.

10.3. Identification means, certificates or login credentials provided by or on behalf of WYKYK are strictly personal and confidential. The Client is responsible for their careful management, internal use and timely revocation of access rights for users who should no longer have access.

10.4. WYKYK may temporarily suspend the WYKYK Portal, in whole or in part, when necessary for maintenance, updates or security measures. WYKYK shall use reasonable efforts to notify the Client in advance unless such notification is not reasonably possible.

10.5. WYKYK may modify the functionality, content or technical operation of the WYKYK Portal, provided that this does not materially limit the agreed level of service.

10.6. The Client remains at all times responsible for implementing its own internal security

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measures, including back-ups, network protection and management of user accounts.

10.7. WYKYK shall not be liable for any damage or loss arising from unauthorized access, data loss or temporary unavailability of the WYKYK Portal, except in cases of willful misconduct or gross negligence by WYKYK.

Article 11 Intellectual Property Rights

11.1. All intellectual property rights (including but not limited to copyrights, trademarks, design rights, database rights, patents and trade secrets) in everything provided to or developed for the Client by WYKYK under the Agreement — including software, source code, applications, websites, designs, models, algorithms, documentation and other materials — shall remain vested in WYKYK or its licensors. The Client may use them only for the agreed purposes and within the scope of the Agreement. Upon termination, such materials shall be returned or destroyed at WYKYK's first request.

11.2. Any intellectual property rights arising during performance of the Agreement shall belong exclusively to WYKYK, unless otherwise agreed in writing. To the extent such rights vest in the Client by law, the Client hereby irrevocably assigns them to WYKYK in advance and shall execute any further acts required to perfect the assignment. The Client waives, to the extent permitted by law, any moral rights remaining with it and undertakes not to assert them in the course of trade.

11.3. Where WYKYK and the Client agree on a

transfer of intellectual property rights to the Client, this shall not affect WYKYK's rights in underlying concepts, methods, algorithms and technical elements. The Client acquires no exclusive rights thereto and may not use or exploit them independently unless otherwise agreed in writing. WYKYK may freely reuse such elements for other projects.

11.4. Any license granted by WYKYK is non-exclusive, non-transferable and non-sublicensable, limited to the agreed purposes and subject to the terms of the Agreement and these general conditions.

11.5. Unless otherwise agreed in writing, a license is limited to the term of the Agreement or for so long as the Client purchases WYKYK products. WYKYK may terminate a license with immediate effect without any liability for compensation.

11.6. The Client may use licensed software only via WYKYK-provided access credentials and on designated systems; it may not copy, disclose, modify, reverse-engineer or circumvent security measures. Upon termination, the Client shall remove any reference to WYKYK and indemnify WYKYK against third-party claims arising from materials supplied by the Client.

Article 12 Confidentiality and Personal Data

12.1. Both the Client and WYKYK undertake to maintain the confidentiality of all information of a confidential nature received or obtained in connection with the Agreement. Confidential

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information includes, in any event, all information reasonably understood to be confidential, whether technical, commercial, financial or of another sensitive nature.

12.2. Confidential information may be used solely for the performance of the Agreement and shall not be disclosed to any third party without the prior written consent of the other party, except where required by law or court order. In such case the receiving party shall, where lawfully permitted, notify the other party in advance.

12.3. Software, systems or other materials made available by WYKYK may contain trade secrets or confidential information of WYKYK; the Client acknowledges this and shall protect such information so as to prevent unauthorized access, disclosure or alteration.

12.4. If WYKYK processes personal data on behalf of the Client, it shall do so in accordance with applicable data-protection laws. The Client is responsible for providing lawful instructions and warrants that it is authorized to instruct WYKYK accordingly.

12.5. The Client shall indemnify WYKYK against any claims from third parties — including data subjects or supervisory authorities — arising from unlawful processing resulting from acts or omissions of the Client or its instructions.

12.6. If a competent authority requests disclosure of the Client's data, WYKYK shall comply with its legal obligations. All related costs may be charged to the Client.

Article 13 Penalty

13.1. In the event of any breach by the Client of Articles 11 or 12, the Client shall, without any prior notice of default being required, owe WYKYK a penalty of EUR 10,000.00 per violation, without prejudice to WYKYK's right to claim full compensation for damages, interest and costs in addition thereto. Any penalty paid or payable shall not be set off against any such damages, interest or costs. The parties expressly deviate from the provisions of Article 6:92(2) of the Dutch Civil Code in this regard.

Article 14 Force Majeure

14.1. For the purposes of Article 6:75 of the Dutch Civil Code, WYKYK shall be deemed to be in a situation of force majeure if it is prevented from performing its obligations under the Agreement, or from preparing such performance, due to circumstances reasonably beyond its control. Force majeure shall in any event include:

- (i) delays or non-delivery by suppliers to WYKYK;
- (ii) defects in goods, equipment, software or materials provided by third parties used by WYKYK;
- (iii) government measures or restrictions;
- (iv) electricity and/or internet outages;
- (v) emergencies such as (civil) war, riots, uprisings, or natural disasters;
- (vi) occupation of workplaces or strikes;
- (vii) general transport disruptions;
- (viii) outbreaks of disease or pandemics;
- (ix) unavailability of WYKYK personnel;

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(x) failures in telecommunication infrastructure;
(xi) hacking, computer viruses, ransomware or DDOS attacks.

14.2. WYKYK shall not be obliged to perform any obligation during the period that it is prevented from doing so by force majeure. Any agreed delivery term shall be extended by the duration of such event.

14.3. If the period of force majeure exceeds three (3) months or is reasonably expected to last longer than three (3) months, either party may terminate the Agreement in respect of the part not yet performed, without either party being liable for damages of any kind as a result thereof.

Article 15 Liability and Indemnification

15.1. Except in cases of willful misconduct or gross negligence, WYKYK shall not be liable for any direct or indirect damages whatsoever, including consequential loss, business interruption, loss of profit, missed savings, loss of goodwill or damage resulting from business stagnation.

15.2. If the aforementioned exclusion of liability does not hold, WYKYK's total liability shall in all cases be limited to the invoice amount (excluding VAT) relating to the specific performance from which the liability arises or is directly connected.

In the case of a continuing performance agreement exceeding one (1) year, WYKYK's liability shall be limited to the total amount of fees (excluding VAT) payable in one (1) year.

Under no circumstances shall WYKYK's total

liability for direct damages per event (or series of related events) exceed EUR 100,000, unless WYKYK's insurance provides a higher payout, in which case that higher amount shall apply, plus any applicable deductible.

15.4. The limitations and exclusions of liability contained in this Article shall be without prejudice to other limitations and exclusions set forth in these general terms and conditions. Such provisions shall apply concurrently and cumulatively, unless expressly agreed otherwise.

Article 16 Employee Non-Solicitation

16.1. The Client is prohibited, during the term of the Agreement and for a period of one (1) year after its termination, from employing or otherwise engaging any employee of WYKYK or its affiliated companies, unless WYKYK has granted its prior written consent. WYKYK may attach conditions to such consent.

16.2. In the event of a breach of Article 16.1, the Client shall, without any prior notice of default being required, owe WYKYK a penalty of EUR 50,000.00, without prejudice to WYKYK's right to claim full compensation for damages, interest and costs. Any penalty paid or payable shall not be deducted from such damages, interest or costs. The parties expressly deviate from Article 6:92(2) of the Dutch Civil Code in this respect.

Article 17 Assignment of Rights and Severability

17.1. The Client may not assign or transfer any

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claims against WYKYK, on any grounds whatsoever, to a third party. Such claims are explicitly non-transferable and this clause has property-law effect within the meaning of Article 3:83(2) of the Dutch Civil Code.

17.2. The Client is not permitted to assign or transfer any obligation under the Agreement and/or these general terms and conditions to a third party without WYKYK's prior written consent.

17.3. Should any provision of these general terms and conditions be null or voidable, this shall not affect the validity of the terms as a whole or any other provision thereof. In the event that a provision is null or voided, WYKYK shall replace it with a valid provision that most closely reflects the intent of the invalid or voided provision.

Article 18 Expiry of Rights, Governing Law and Jurisdiction

18.1. Unless otherwise stipulated in these general terms and conditions, any claims of the Client against WYKYK shall in any event expire one (1) year after the date on which the cause of action arose, unless the claim has been brought before the competent court within that period.

18.2. All legal relationships between WYKYK and the Client shall be governed exclusively by the laws of the Netherlands.

18.3. Any disputes arising from or in connection with the relationships governed by these general terms and conditions shall be submit-

ted exclusively to the competent court of Gelderland District Court, location Zutphen, the Netherlands.

CHAPTER 2 USE OF WYKYK TOOLS AND REPORTS

The provisions of this chapter apply, in addition to the other provisions of these general terms and conditions, where WYKYK provides the Client with access to its online security tools, vulnerability management portals, or digital reporting environments. These tools form an integral part of WYKYK's ethical hacking and security services, enabling the Client to review vulnerabilities, monitor remediation progress, and access related deliverables and documentation.

Unless explicitly agreed otherwise in writing, such access is provided on an "as-is" basis for the duration of the Agreement and solely for the Client's internal business purposes.

Article 19 Scope of Use

19.1. WYKYK may, as part of its security services, provide the Client with access to proprietary online tools, portals, or reporting environments (hereinafter jointly referred to as "WYKYK Tools"). These tools may include dashboards, vulnerability overviews, risk reports, or related documentation.

19.2. Access to the WYKYK Tools is granted exclusively for the Client's internal business use and only for the term of the Agreement. The Client shall not disclose, sublicense, resell, or otherwise make the WYKYK Tools or

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their contents available to any third party without WYKYK's prior written consent.

19.3. WYKYK Tools and all associated content remain the exclusive intellectual property of WYKYK or its licensors. No rights other than those explicitly granted in writing shall be deemed transferred or implied.

19.4. WYKYK reserves the right to modify, improve, suspend, or discontinue any WYKYK Tool or part thereof at its sole discretion, provided that such changes do not materially affect the ability of the Client to access agreed deliverables or reports.

Article 20 Use of Reports and Deliverables

20.1. WYKYK may provide the Client with security reports, test results, recommendations, and related documents ("Reports") as part of its services. Reports are strictly confidential and intended solely for internal use by the Client.

20.2. The Client shall not publicly disclose, distribute, or use any Report for marketing or third-party validation purposes without WYKYK's prior written consent.

20.3. WYKYK's Reports reflect the system status at the time of testing and are based on the information and access provided by the Client. WYKYK does not guarantee that all existing or future vulnerabilities have been detected.

20.4. WYKYK shall not be liable for decisions or actions taken by the Client or third parties based on the content of a Report. The Client remains fully responsible for the interpretation and implementation of recommendations.

Article 21 Availability and Maintenance

21.1. The WYKYK Tools are provided on an "as-is" and "as-available" basis. WYKYK does not warrant uninterrupted access, continuous availability, or error-free operation.

21.2. WYKYK may perform maintenance, updates, or upgrades to the WYKYK Tools at any time. Such maintenance may temporarily affect availability. WYKYK shall use reasonable efforts to perform maintenance outside regular business hours or with prior notice where feasible.

21.3. WYKYK shall not be liable for any delay, data loss, or unavailability resulting from maintenance, internet disruption, or technical malfunctions outside its reasonable control.

Article 22 Data and Security

22.1. The Client acknowledges that information uploaded to or displayed in the WYKYK Tools may contain sensitive security data. The Client is responsible for ensuring that only authorized persons within its organization have access.

22.2. WYKYK shall implement reasonable security measures to protect stored data against unauthorized access, alteration, or loss. The Client remains responsible for its own network security, access control, and back-up management.

22.3. WYKYK may, at its discretion, retain or delete data stored in the WYKYK Tools after termination of the Agreement, unless otherwise required by law or contract.

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22.4. WYKYK shall not be liable for any loss or disclosure of data resulting from actions of the Client, its users, or third parties who have obtained access credentials, except in cases of willful misconduct or gross negligence by WYKYK.

CHAPTER 3 SECURITY CONSULTANCY AND ADVISORY SERVICES

The provisions of this chapter apply, in addition to the other provisions of these general terms and conditions, where WYKYK provides professional support to the Client in the form of advisory or consultancy services.

Article 23 Advisory and Consultancy Services

23.1. WYKYK shall perform advisory and consultancy services independently, exercising its professional judgment without supervision or direction from the Client. All such services constitute obligations of best efforts and WYKYK does not guarantee any specific result.

23.2. The quality of the services depends partly on the timely, accurate and complete information provided by the Client. The Client shall ensure that WYKYK has access to all relevant data, systems and contact persons required for proper performance of the work.

23.3. The Client is solely responsible for any decisions or actions taken based on WYKYK's advice or reports. Use of such advice is entirely at the Client's own risk and expense. The burden of proof that the advice fails to meet the

standard reasonably expected from a professional contractor rests with the Client.

23.4. Advice, reports and other deliverables prepared by WYKYK are intended solely for the Client's internal use. Disclosure or distribution to third parties is only permitted with WYKYK's prior written consent. Reports are non-binding unless expressly agreed otherwise in writing.

23.5. WYKYK shall periodically inform the Client of progress in the manner agreed. The Client shall inform WYKYK in due time of relevant circumstances, including reporting preferences, priorities, employee availability and other factors that may affect performance. The Client shall ensure internal coordination of such information.

CHAPTER 4 ON SITE SECURITY SERVICES

The provisions of this chapter apply, in addition to the other provisions of these general terms and conditions, where WYKYK performs security or consultancy activities on-site at the Client's premises or within the Client's technical environment.

These provisions serve as a safeguard for embedded or hybrid assignments in which WYKYK's personnel temporarily operate from, or within, the Client's organization, while remaining under WYKYK's management and responsibility.

Article 24 Scope and Supervision

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24.1 WYKYK may, as part of an engagement, perform testing, consultancy or monitoring services at the Client's premises or through remote access to the Client's systems.

Such on-site or embedded work shall remain fully under WYKYK's professional direction and responsibility. The Client shall not issue binding instructions regarding the manner or methodology of performance, except where necessary for health, safety or facility-related reasons.

24.2 The Client shall provide a safe and secure working environment for WYKYK's personnel and shall comply with applicable occupational-health, safety and data-protection laws. The Client shall ensure that WYKYK's personnel have the access, facilities and network connectivity reasonably required to perform their tasks.

24.3 WYKYK may replace personnel assigned to an engagement at any time for operational or security reasons, provided that the replacement has comparable qualifications and experience.

Article 25 Liability and Responsibilities

25.1 While working on-site, WYKYK's personnel shall comply with the Client's internal security and confidentiality policies, insofar as these have been communicated in writing in advance and are reasonably applicable to the engagement.

25.2 The Client remains responsible for the integrity and availability of its own systems, data and networks during on-site work. WYKYK

shall take reasonable care to avoid disruption, but cannot guarantee that testing or investigative actions will have no operational impact.

25.3 WYKYK shall not be liable for any indirect or consequential loss (including loss of data, production, or business continuity) arising from on-site activities, except in cases of willful misconduct or gross negligence by WYKYK.

25.4 If WYKYK personnel suffer injury or damage while working on-site due to unsafe conditions attributable to the Client, the Client shall indemnify WYKYK against resulting claims, costs or damages.

25.5 Unless otherwise agreed in writing, on-site engagements may be terminated by either party with one (1) calendar-month written notice.