

Terms and Conditions

1. Definitions

Unless inconsistent with the context, the words and expressions below will have the following meanings and similar expressions will have the same meanings:

"Affiliate" means any entity that controls, is controlled by, or is under common control with a Party;

"Agreement" means this document as well as the DPA and the SOW;

"Business Day" any day other than a Saturday, Sunday or public holiday in the country that Reversec are situated in;

"Business Hours" mean the hours between 09:00 and 17:00 on Business Days;

"Confidential Information" in relation to either Party or its Affiliates, is information that i) is by its nature confidential; ii) is designated as confidential; and iii) the other Party knows or ought to know is confidential; and iv) including but not limited to deliverables, trade secrets, know-how, inventions, techniques, processes, software, documentation, procedures, contracts, customer information, financial information, ideas, strategies, designs, projections, business plans, strategic expansion plans, unpublished information relating to the Intellectual Property of either Party, all communications between the Parties and other non-public information relating to either Party;

"Client" means the legal entity which is receiving the Services from Reversec, as outlined in the SOW;

"Client Material" all documents, information, materials, facilities, support, services and cooperation of the Client relating to the Services, including but not limited to, computer programs, data, reports, specifications and other information as Reversec may reasonably require to perform Services;

"Consultants" the qualified and experienced Reversec employees perform the Services for the Client;

"Customer Portal" the relevant online portal used for the Parties to securely communicate or transfer documents;

"Data Protection Legislation" shall have the same meaning as outlined in the DPA;

"Data Retention Policy" the Reversec data retention policy;

"DPA" the Data Processing Agreement entered separately between the Parties;

"Reversec" means the Reversec entity outlined in the SOW;

"Intellectual Property" will be interpreted widely and will mean the patents; trade names, marks and secrets; designs; know-how; copyright; goodwill; and such other registered or unregistered patents, trademarks, trade names, rights of copyright, symbols, signs, insignia, emblems, logos, slogans, and items relating to Reversec or the Services and all other identical or similar Intellectual Property as may exist anywhere in the world which is not in the public domain and any applications for registration of such Intellectual Property;

"Services" any of the services and/or deliverables provided by Reversec as specified in the SOW;

"Service Date" the date specified in the SOW as the date which the Services will commence;

"Service Fee" the fee payable to Reversec by the Client as consideration for the Services, as specified in the SOW;

"Statement of Work" or **"SOW"** this document in its entirety, which contains the scope of Services and the Service Fees;

2. Duration and Application

- 2.1 This Agreement will apply to the Services offered by Reversec to the Client and will be effective from the date that the Client signs the SOW and will continue in full force and effect until expiry or termination under Clause 12.

3. Reversec obligations

- 3.1 In addition to the specific obligations of Reversec set out in the SOW and elsewhere in this Agreement, Reversec will:
- 3.1.1 ensure that the necessary security clearance is performed for and by each employee who is involved with the Services;
 - 3.1.1 use reasonable endeavours to meet any performance dates specified in the SOWs;
 - 3.1.2 deliver the Services to the Client with reasonable care, quality and skill in a manner consistent with this Agreement;
 - 3.1.3 ensure that its employees devote such time, attention and skill in performing the Services as may be reasonably required for the proper discharge of its duties under this Agreement;
 - 3.1.4 have and maintain appropriate insurance in effect for the duration of this Agreement to cover any reasonable and foreseeable claims that may arise while rendering the Services;
 - 3.1.5 provide the Services in accordance with good practices and in conformance with codes and standards established for such Services, but gives no warranties in respect of the Services, except for any warranties which may be specifically agreed in writing between Reversec and the Client;
 - 3.1.6 provide the Client with access to all relevant information, cooperation and assistance relating to the Services as the Client may reasonably require.

- 3.2 Reversesec's data retention period is one (1) month following the final day of the Services. After this time, all evidence retrieved from the Client network will be deleted, except for attacker introduced malware and tooling. Reversesec will retain details of the incident, including IOCs and malware samples for threat intelligence purposes in order to better protect all customers. Where Reversesec may wish to refer to details of an incident, it will be done in a way that does not attribute the Client to the incident, unless the Client provides their written consent.
- 3.3 Reversesec will not retain in its custody any data which is not lawful to possess. In such circumstances, Reversesec will inform the Client of the discovery of such data and transition the data into the custody of the law enforcement agencies as required by law.

4. Client obligations

- 4.1 In addition to the specific obligations of the Client set out in the SOW, the Client will:
- 4.1.1 provide to Reversesec, or procure for Reversesec, such cooperation, support and advice, information and documentation as are reasonably necessary to enable Reversesec to provide the Services;
 - 4.1.2 ensure that all governmental, legal or regulatory licenses and permits as reasonably required from the Client are obtained prior to the commencement of the Services;
 - 4.1.3 ensure that any affected employees or other Data Subjects of the Client have given their consent for Personal Data to be processed as relevant and required before the commencement of the Services;
 - 4.1.4 inform Reversesec as soon as reasonably practical when any Client employees or individuals with access to any Customer Portal leave the employment of the Client.
 - 4.1.5 afford Reversesec and its personnel with access to the Client's premises and other facilities as reasonably required to deliver the Services.
 - 4.1.6 Inform the board, management, employees and other personnel, the subcontractors and other relevant cooperation partners of the Client (including internet service and hosting provider) who have a need to know of the assignment.
 - 4.1.7 Be responsible for making necessary backup copies of its own information and files. Reversesec shall not in any event be liable for the alteration, loss of availability, sustained damage or loss of the Client's information or files, any damage or expenses caused by any of the above (such as costs relating to recreating the files), unless such results from the gross negligence of Reversesec.
 - 4.1.8 If testing happens in a production environment or in a system that contains production data, this needs to be explicitly noted by the Client, and this may potentially restrict the assignment activities and results Reversesec would be unable to conduct the assignment. By their nature, security testing may impact the availability of the system; the Client must ensure that this risk has been properly addressed.
 - 4.1.9 Provide Reversesec with written notice, prior to commencement of Services, if the Client has a requirement to provide any evidence, that is subject to investigation under a SOW, to the courts or public authorities.
- 4.2 The Client warrants and represents that any computer and operating systems, networks as well as any hardware or software that Reversesec is asked to investigate and use in the delivery of the Services are the property of the Client or are legally licensed to the Client and that Reversesec will have full and proper authority to investigate and use these to the extent necessary to perform the Services.

5. Anti-bribery and corruption

The Parties undertake to i) fully comply with all applicable anti-bribery and corruption laws and relevant policies, and ii) not do or omit to do, any act that will cause a breach of applicable anti-bribery and corruption laws.

6. Non-solicitation

- 6.1 The Parties warrant and undertake that they will not, without the written consent of the other Party, at any time during the term of this Agreement or for a period of twelve (12) months after termination of this Agreement, directly or indirectly offer employment to, or solicit the employment of (or advise, suggest or recommend that any other person or entity employ, offer employment to or solicit the employment of) any of the other Party's employees. Notwithstanding the foregoing, neither Party will be restricted from hiring any employee of the other Party who responds to any public notice or advertisement of an employment opportunity.

7. Confidentiality

- 7.1 Confidential Information disclosed by one Party to the other, will only be disclosed and/or used as is strictly necessary for the purpose for which it was disclosed and in accordance with the provisions of this Agreement.
- 7.2 Each Party warrants and undertakes that it will not at any time disclose to any person or entity any Confidential Information of the other Party except as permitted by clause 7.1.
- 7.3 The confidentiality obligations will not apply to Confidential Information which was:
- 7.3.1 at the time of disclosure generally available to the public other than because of a breach of this Agreement;

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- 7.3.2 at the time of such disclosure was already within the possession of the receiving Party;
- 7.3.3 subsequently provided to the receiving Party by a person who has not directly or indirectly obtained the Confidential Information from the disclosing Party and/or through a breach of this Agreement;
- 7.3.4 received from a third party who lawfully acquired the Confidential Information;
- 7.3.5 generally disclosed by the disclosing Party to others on an unrestricted basis.
- 7.4 The receiving Party undertakes to the disclosing Party:
- 7.4.1 to ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's Confidential Information are aware and strictly comply with the provisions of this Agreement;
- 7.4.2 to take reasonable steps to safeguard the Confidential Information and comply with any reasonable requirements specified by the disclosing Party from time to time;
- 7.4.3 to implement rigorous security practices against any unauthorized copying, use, disclosure, access, damage, dissemination or destruction of the Confidential Information or part thereof, whether directly or indirectly by any other person, or to assist any other person in doing so, without the prior written consent of the disclosing Party, first being obtained;
- 7.4.4 to immediately notify the disclosing Party if the receiving Party suspects or becomes aware of any unauthorized access, copying, use or disclosure of the Confidential Information in any form or if the receiving Party is required by law to disclose any of the Confidential Information;
- 7.4.5 to, in the event of an unauthorized disclosure or use of the Confidential Information through a disclosure made to a receiving Party, use all reasonable efforts to assist the disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.
- 7.5 In the event that the receiving Party is legally required to disclose any of the Confidential Information in court or to any governmental authority, such Party shall provide the disclosing Party with prompt written notice of any such requirement so that the disclosing Party may seek a protective order or other appropriate remedy. In the absence of a protective order or other remedy, the receiving Party can disclose that portion of the Confidential Information that it is legally required to disclose.
- 7.6 The Parties acknowledge that they are entitled to equitable relief (in addition to any other rights available under this Agreement or at law) if any Party breaches any of its obligations under this clause 7.

8. Invoicing and Payment

- 8.1 In consideration of the provision of Services by Reversesec, the Client will pay the Service Fees as outlined in the SOW. Unless the SOW specifies otherwise, the Fees shall be invoiced annually in advance.
- 8.2 The Client will pay all invoices within thirty (30) days following receipt of a correct, valid and original invoice together with the required supporting documentation.
- 8.3 Service Fees are exclusive of value added tax ("VAT") or goods and services tax ("GST") as relevant, which will be payable, in addition to such amounts, at the rate applicable on the date of invoicing. Service Fees exclude any surcharges, levies, sales, use, excise, withholding or similar taxes whatsoever unless otherwise agreed in the SOW.
- 8.4 All amounts due under the Agreement will be paid in full without any set-off, counterclaim, deduction or withholding.
- 8.5 The Client will pay the Service Fee into Reversesec's bank account as it appears on the relevant invoice and Reversesec will formally communicate any change in bank detail to the Client.
- 8.6 Where the Service Fees are calculated on a time and materials basis. Reversesec's standard day rates for each individual person are calculated based on an eight-hour day, worked during Business Hours.
- 8.7 Without affecting any other right or remedy available to it, Reversesec may suspend the Services and reserves the right to charge interest on the outstanding balance of all amounts due and payable but unpaid by the Client according to the applicable Interest Act.

9. Postponements and cancellations

- 9.1 If the Client wishes to postpone the Service Date or cancel the Services, Reversesec will attempt to accommodate such a request. If the Client provides Reversesec with notice to postpone or cancel the Services then Reversesec reserve the right to charge the Client cancellation charges, as outlined below:

Timing of notification of cancellation or postponement	Fee payable
More than 10 business days before the agreed Services commencement date	No cancellation fee
Over 5 business days to 10 business days before the agreed commencement date	25% of the Charges
Over 3 business days to 5 business days before the agreed commencement date	50% of the Charges

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3 business days or less before the agreed commencement date	100% of the Charges
After the agreed Services commencement date	100% of the Charges

10. Travel Policy

- 10.1 The Client will be responsible for all reasonable local and international travel and subsistence expenses incurred by Reversesec employees when delivering the Services.
- 10.2 All expenses will be confirmed by Reversesec to the Client prior to incurring such charge.
- 10.3 Where accommodation cost is higher due to security requirements (i.e. security escorts) the Client will be informed of any such additional cost prior to the commencement of the Services.

11. Data Protection

- 11.1 The Parties will comply with all applicable requirements of relevant Data Protection Legislation and enter into a separate DPA in case personal data is being processed by Reversesec.

12. Breach and Termination

- 12.1 Should a Party (the “**Defaulting Party**”) commit a breach of any of the provisions of this Agreement, then the other Party (“the **Aggrieved Party**”) will be entitled to require the Defaulting Party to remedy the breach within 10 (ten) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so.
- 12.2 If the Defaulting Party fails to remedy the breach within the period specified in such notice, the Aggrieved Party will be entitled to claim immediate performance by the Defaulting Party of all the Defaulting Party’s obligations whether the due date for such performance will have arrived, in either event, without prejudice to the Aggrieved Party’s right to claim damages.
- 12.3 The provisions of Clause 13.2 are without prejudice to such other rights as the Aggrieved Party may have at law.
- 12.4 Either Party may (without limiting any other remedy that they may have) at any time immediately terminate this Agreement by giving written notice to that effect to the other Party if:
 - 12.4.1 the other Party goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed, or any comparable process is entered in the jurisdiction in which a Party resides; or
 - 12.4.2 the other Party commits a material breach of the terms of this Agreement.
- 12.5 Reversesec will not work in dangerous conditions and Reversesec may elect to terminate the Service if, in the reasonable opinion of Reversesec, the situation in which they are required to perform becomes too dangerous.
- 12.6 The right to terminate this Agreement in terms of this Clause will not prejudice any other right or remedy of either Party in respect of any prior breach of this Agreement.
- 12.7 Any other or specific provisions regarding the termination of the Services may be addressed in the SOW.

13. Consequences of Termination

- 13.1 All invoices issued by Reversesec will become due and payable immediately following the termination of this Agreement for whatever reason.
- 13.2 Clauses 6, 7, 8, 9, 11, 12, 15, 17 and 18 will survive termination.
- 13.3 Any termination of this Agreement will be without prejudice to any claim which a Party may have in respect of any prior breach of the terms of this Agreement by the other Party.

14. Limitation of Liability

- 14.1 Nothing in this Agreement limits any liability which cannot be legally limited, including liability for: i) death or personal injury caused by negligence; ii) fraud or fraudulent misrepresentation; and iii) if relevant, breach of the terms implied by statute.
- 14.2 For all events and circumstances, Reversesec and its Affiliates’ total liability arising out of or relating to this Agreement, including without limitation, because of performance or non-performance of obligations, regardless of the form of the cause of action, whether in contract, tort (delict) (including without limitation negligence), law or otherwise will be limited to direct damages and will not exceed 150% of the Service Fees.
- 14.3 Notwithstanding anything to the contrary contained in this Agreement, in no event will either Party be liable to the other for any claim based upon a third-party claim; any incidental, consequential, special, indirect, exemplary or punitive damages, whether arising in contract, tort (delict), or otherwise; or for any damages arising out of, or relating to this Agreement falling within the following categories: loss of data; loss of profits; loss of savings; loss or interruption of service; loss of business or anticipatory profits; loss of use or downtime; loss of or corruption to data or other information or loss or damage to software.
- 14.4 Clause 14 is severable from the Agreement and will remain in effect, even if this Agreement is terminated.

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15. Force Majeure

- 15.1 Neither Party will be deemed in default of this Agreement, nor will it hold the other Party responsible for interruption or delay in the performance of its obligations (excluding payment obligations) for circumstances which rise that were not foreseeable or avoidable with reasonable care ("**Force Majeure Event**") provided that the Party relying on this Clause gives prompt written notice of the cause, nature and extent of the Force Majeure event and takes all steps reasonably necessary to limit the effects thereof.
- 15.2 If the circumstances change after the affected Party has notified the other Party in accordance with clause 15, the affected Party will, in good faith and by the most expeditious means, inform the other Party of such changes and keep the other Party updated on such changes.
- 15.3 If a Force Majeure Event extends for a period exceeding 30 (thirty) days in total, either Party may elect to terminate this Agreement upon written notice.

16. Intellectual Property

- 16.1 All Intellectual Property that belong to or is licensed to a Party will remain vested in that Party.
- 16.2 The Parties record and the Client acknowledges that all right, title and interest in and to all Intellectual Property, including without limitation, copyright, of any materials used by Reversec relating to the Services is and will remain the property of Reversec, both during this Agreement and after termination of this Agreement.
- 16.3 The property and any copyright or other Intellectual Property rights in any material produced by Reversec will belong to Reversec, but the Client will be entitled to use it for the purposes of utilising the Services by way of a non-exclusive licence, subject to payment in full of all Service Fees payable under this Agreement.
- 16.4 The Client will not sub-license, assign or otherwise transfer the rights granted in Clause 16.3 unless agreed in writing by Reversec.
- 16.5 Reversec warrants that any material produced by Reversec for use by the Client for the purposes of utilising the Services will not infringe on the Intellectual Property rights or other rights of any third party.
- 16.6 The Client warrants that the material and access provided to Reversec for purposes of providing the Services will not infringe on any Intellectual Property rights or other rights of any third parties.

17. Governing Law and Dispute Resolution

- 17.1 All the provisions of this Agreement will be governed by and interpreted in accordance with the laws of Finland, excluding its choice of law provisions.
- 17.2 In the event of a dispute between the Parties of any kind or nature relating to this Agreement, upon the written request of either Party, each Party will appoint a senior representative whose task it will be to meet to resolve such dispute. Such representatives will discuss and negotiate the dispute in good faith, as to resolve the dispute on mutually agreeable terms.
- 17.3 In the event of failing to reach amicable settlement, the dispute will be submitted to and decided through mediation, shall be finally settled by one arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration is Helsinki, Finland. The language is English.
- 17.4 For purposes making an arbitration award an order of court, each Party hereby submits itself to the jurisdiction of any court having jurisdiction over the party against whom the award is made.
- 17.5 Both Parties will continue to comply with all the provisions of this Agreement with all due diligence during the determination of such dispute, should the dispute arise during this Agreement.
- 17.6 This Clause is severable from the rest of this Agreement and will remain in effect, even if this Agreement is terminated for any reason.

18. Notices

- 18.1 Any notice given to a Party in connection with this Agreement will be in English, in writing and delivered by email.

19. General

- 19.1 **Entire Agreement** - This Agreement contains the entire agreement between the Parties.
- 19.2 **Variation** - No amendment or variation to this Agreement will be of any force or effect unless it is in writing and signed by the duly authorised representatives of both Parties.
- 19.3 **No waiver** - The failure of either Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.
- 19.4 **Cession, Assignment and other dealings** - Neither Party may cede, assign, transfer, mortgage, charge, declare a trust over, subcontract or delegate all or any portion of its rights, obligations nor liabilities under this Agreement without the prior consent of the other Party, which consent may not unreasonably be withheld, provided that either Party will be entitled to assign, cede or delegate any of its rights or obligations to an Affiliate.

- 19.5 **Severability** - If any clause or provision of this Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement will be deemed to be severable from such clause and will continue in full force and effect unless such invalidity, unenforceability, defect or illegality is material to this Agreement.
- 19.6 **Costs** - Each Party will bear its own costs and expenses incidental to the negotiation, preparation and execution of this Agreement.
- 19.7 **Relationship** - Reversesec will serve as an independent contractor or service provider, and under no circumstances will it be, or be deemed to be, a partner, joint venture or employee of the Client in the performance of its duties and responsibilities pursuant to this Agreement. All employees engaged by Reversesec will be Reversesec's employees and the entire management, direction, and control of all such employees will be exclusively vested with Reversesec.
- 19.8 **Good faith** - The Parties undertake to act in the utmost good faith in their relationship with each other and they undertake not to do anything nor refrain from doing anything which might prejudice or detract from the rights or interests of the other of them.
- 19.9 **Export Control** –When using the Services and in the event of any subsequent re-export, the Client must comply with any applicable export control laws and have and maintain all permits and licenses required by any governmental unit or agency. Client shall not directly or indirectly export or re-export Services (i) to persons or entities subject EU or US sanctions or (ii) to any country or region subject to a comprehensive EU or US embargo.
- 19.10 **Counterpart** - This Agreement may be signed in counterparts and the copies signed in counterpart will form this Agreement. This will include scanned copies of this document.
- 19.11 **Language** – All documentation provided by Reversesec as well as all notices and other communications between the Parties shall be in the English language. In case of any discrepancy between different language versions of this Agreement, or any part of it, the English language version shall prevail.