INDEMNITY STATEMENT

Parties:

- **BeOne Development Group B.V.**, trading under the name **INFOSEQURE**, situated at Olympia 2-L in Hilversum, the Netherlands, hereby validly represented by N.B. Jager-Schijve, hereinafter referred to as: **'Infosequre'**

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- **Bedrijfsnaam opdrachtgever**, situated at hereby validly represented by ……., hereinafter referred to as: **'Client'**

Hereinafter referred to individually as 'Party' and collectively as 'Parties';

Whereas:

- That on date the Parties entered into an Agreement with reference number reference number, hereinafter "Agreement".
- That this statement forms part of that Agreement and should be regarded as a supplement to that Agreement.
- That pursuant to the Agreement Infosequre will carry out one or more phishing simulation test(s) for Client by means of a phishing simulation tool, hereinafter "Tool", with which 'phishing' messages can be drafted and sent via e-mail and/or SMS, as described in the Agreement.
- That sending phishing messages, with the intention of committing a crime as referred to in Article 138ab, second or third paragraph of the Dutch Penal Code (computer hacking), and assuming a false name and/or a false capacity and/or by one or more cunning tricks and/or by a fabric of illusions has induced a person to make secret data available, may be against the law.
- However, that the Client hereby instructs Infosequre to do so and therefore agrees to carry out (or have carried out) this possibly unlawful conduct.
- That the Client indemnifies Infosequre against third-party claims and/or damage suffered by Infosequre as a result of the Engagement requested.
- The parties wish to lay down their arrangements in this statement/agreement in more detail.

Declare that they have agreed as follows:

1. Infosequre will use the Tool to send one or more phishing messages via email/SMS on behalf of the Client to find out to what extent employees of the Client are aware of phishing messages and how they react to them. Employees shall mean exclusively employees employed by the Client or employees employed by a third party or self-employed person hired by the Client (hereinafter: "Employees"). In these messages, by assuming a false name or a false capacity, an attempt is made to induce Employees to perform an action as referred to in Article 326 of the Dutch Penal Code.

During the Assignment, the Tool measures how many Employees:
- (automatically) download the image in the e-mail (tracking vulnerability);
- click on the link in the e-mail/text message;
- enter information on the web page to which the link in the e-mail/SMS refers.

This data is stored within Infosequre's hosting environment, situated in the EU. The measurement data are visible in the Tool.

2. Client provides Infosequre with a list of Employees - consisting of e-mail addresses and/or telephone numbers - hereinafter "List". Infosequre sends the phishing messages via the Tool only to the Employees on this List. The messages may be sent during the period specified in the Agreement, hereinafter the "Assignment".

3. Client declares that it complies with its obligations - both under the law and from internal policy - regarding the phishing test.

4. The Tool provides the ability to send phishing emails that can be affiliated with existing companies. These emails will not use the exact brand name, colours or logos or other intellectual property rights of existing companies. The Client declares its consent to the inclusion of such phishing emails in the Tool.

5. The Client declares that it is authorised to make the personal data, as referred to in the General Data Protection Regulation, of the Employees available via the Tool for the Assignment.

6. The following activities are expressly excluded from the Assignment:
- Obtaining information by social manipulation techniques (social engineering) via telephone or physical presence;
- Obtaining usernames or passwords by storing the entered data in the Tool;

- Installing backdoors, trojans, viruses or any other software via the phishing email sent.

7. Client hereby expressly declares and guarantees that it:
- is authorised to award the Assignment to Infosequre;
- expressly requests Infosequre to perform all activities in the context of this Engagement in accordance with this indemnity statement and the Agreement.
- if the Engagement is performed unlawfully, which may result in criminal offences, the Client nevertheless hereby expressly declares that the Engagement will be performed at its request and with its full consent and therefore expressly not against its will.
- Neither a legal entity and employees affiliated with the Client shall file a report or report against Infosequre, nor shall Infosequre be held liable for any damage of any nature whatsoever resulting from the Engagement to be performed, which the Client or an affiliated company shall suffer, unless such damage is the direct result of demonstrable intent or gross negligence on the part of Infosequre.
- The Client explicitly declares that the Assignment will be carried out entirely at the expense and risk of the Client, whereby the Client fully indemnifies Infosequre against third-party claims and/or any damage suffered by Infosequre as a result. The indemnity shall not cover damage resulting from an attributable failure by Infosequre to perform this Engagement or in the event of intent, wilful recklessness, serious culpability or professional misconduct by Infosequre in the performance of the Engagement.
- In the event of damage suffered by Infosequre, the Client shall compensate Infosequre for such damage, including any litigation costs and costs of legal assistance, provided that Infosequre notifies the Client of such damage without delay. The Client will fully cooperate with Infosequre in its defence, including making all possible evidence available.
- By signing, the Client indemnifies Infosequre and its affiliated legal entities against all claims of third parties arising from Infosequre's activities.

8. Infosequre shall not be liable for any damage, including consequential damage, and shall under no circumstances be obliged to pay compensation for trading loss, loss of profits, damage resulting from third-party claims or any other damage whatsoever caused by the execution of the Assignment. Client shall protect, indemnify and hold Infosequre and its affiliated companies harmless from and against all claims, prosecutions, demands, costs and expenses of any nature whatsoever arising from this Assignment.

9. If the authorities impose fines on Infosequre in connection with work under this Statement and the Agreement or the civil courts impose an obligation on Infosequre to pay damages to a third party, the Client shall compensate Infosequre in full for such fines or damages. If persons working for Infosequre are arrested, administratively detained or imprisoned by the police, other authorities or private security personnel on the basis of any suspicion of criminal or unlawful acts, the Client shall be obliged to make every effort to put an end to this as soon as possible.

10. In the event of calamities, the Assignment shall be terminated immediately at the request of the Client. In consultation with the Client, the Assignment shall be resumed at a later time.

11. This statement forms part of the Agreement as referred to above and should be regarded as a supplement to that Agreement. In the event of any conflict between the provisions of this statement and the Agreement and its annexes, the text of this statement shall prevail. In the event of any discrepancy between the Dutch-language version of this statement and the English-language version, the Dutch-language version shall prevail.

Thus Agreed

BeOne Development Group BV
N.B. Jager-Schijve

Signature: …………………………………………………………….……

Date: ……………………………………………………………………

Place: …………………………………………………………………..

<mark>Bedrijfsnaam</mark>
<mark>Verantwoordelijke</mark>

Signature: …………………………………………………………….…………

Date: ………………………………………………………………………….

Place: …………………………………………………………………………