



General terms &
conditions
Venation B.V.



Welcome to the general terms and conditions of Venation.

The private limited liability company Venation B.V. is registered at the Chamber of Commerce under number 83593357 and is established on Roosenburgstraat 5, 5624 JS, Eindhoven, Netherlands.

Should you have any questions regarding these general terms and conditions, please contact us via info@venation.digital.

1 - Definitions

In these general terms conditions & conditions, the terms below are used in the meaning as follows, unless expressly stated otherwise.

1. **Offer:** every offer or quotation to Customer for the carrying out of Services by Venation.
2. **Services:** the established activities within cyber security conducted by Venation for the benefit of Customers. In the context of these terms & conditions, can also be referred to as products.
3. **Venation:** the private limited liability company Venation B.V., established in the Netherlands that offers Services to Customers.
4. **Customer:** the natural or legal person acting from the exercise of a profession or business that has appointed Venation, that has granted projects to Venation for Services that are carried out by Venation, or to whom Venation has made a proposal on grounds of an Agreement.
5. **Agreement:** every Agreement and other obligations between Customer and Venation, as well as proposals of Venation for Services that are provided by Venation to Customer and that are accepted by Customer and that are accepted and carried out by Venation with which these terms & conditions form an integral whole.

2 - Applicability

1. These terms & conditions are applicable to each Offer of Venation, each Agreement between Venation and Customer, and to every service that is offered by Venation.
2. Before an Agreement is concluded, the Customer is provided with these terms & conditions. If such is reasonably impossible, Venation will indicate to Customer in what manner Customer can peruse the terms & conditions.
3. Derogation from these terms & conditions is not possible. In exceptional cases, the terms & conditions can be derogated from, to the extent explicitly established with Venation in writing.
4. These terms & conditions are also applicable to additional, modified, and subsequent orders of Customer.
5. The terms & conditions of Customer are excluded.
6. If one or more provisions of these terms & conditions are partially or completely void or are annulled, the other provisions of these terms & conditions remain in force, and the void/annulled provision(s) will be replaced by a provision with the same tenor as the original provision.
7. Ambiguities about the content, interpretation, or situations that are not provided for in these terms & conditions must be evaluated and interpreted in the spirit of these terms & conditions.
8. The applicability of articles 7:404 BW (Dutch Civil Code) and 7:407 section 2 BW is explicitly excluded.
9. If reference is made in these terms & conditions to she/her, such must also be understood as a reference to he/him/his, if and to the extent applicable.
10. In case Venation has not constantly demanded compliance with these terms & conditions, it retains its right to demand full or partial compliance with these terms & conditions.

3 - The Offer

1. All Offers made by Venation are non-committal, unless expressly indicated otherwise in writing. If the Offer is limited or is valid under specific conditions, this is expressly stated in the Offer.
2. Venation is only bound by an Offer if it is confirmed in writing by the Customer within 30 days. Venation nevertheless has the right to refuse an Agreement with a (potential) Customer on grounds that are legitimate for Venation.
3. The Offer contains a description of the Services offered. The description is sufficiently specified, so that Customer can make a proper assessment of the Offer. Any possible information in the Offer is only an indication and cannot be grounds for any compensation of damages or the rescission of the Agreement.
4. Offers or quotations do not automatically apply to subsequent orders.
5. Delivery times in the Offer in principle are indicative and do not confer to Customer the right, in case of their overrunning, to rescission or compensation of damages, unless expressly established otherwise.

4 - Prices and payment

1. All prices in principle are exclusive of sales tax (VAT), unless established otherwise.
2. Venation carries out its provision of consulting services in conformity with the established hourly rate, unless specified otherwise in the Agreement. The costs of the activities are calculated afterwards, based on the hour registration prepared by Venation (post-calculation).
3. Venation carries out its subscription services in conformity with the established pricing, unless specified otherwise in the Agreement. The costs of these services are detailed in the Offer.
4. Travel time outside the Netherlands for the purpose of Customer and costs associated with travel are passed on to Customer.
5. Customer is obligated to fully reimburse the costs of third parties that are deployed by Venation after approval of Customer, unless expressly established otherwise.
6. Parties can establish that Customer must pay an advance. If an advance has been established, Customer must settle the advance before a start is made with the implementation of the provision of services.
7. Customer cannot derive any rights or expectations from a budget issued beforehand unless parties have expressly agreed otherwise.
8. Venation has the right to annually increase the applicable prices and rates in accordance with the effective inflationary rates. Other price changes during the Agreement are only possible if and to the extent expressly established in the Agreement.
9. Customer must settle these costs at once, without any setoffs or suspensions within the indicated payment term as stated on the invoice on the bank account number communicated to him by Venation.
10. In case of the liquidation, insolvency, bankruptcy, involuntary liquidation, or request of payment vis-à-vis Customer, the payment and all other obligations of Customer on account of the Agreement become immediately exigible.

5 - Adoption of the Agreement

1. The Agreement is adopted at the moment that Customer has accepted an Offer and/or Agreement of Venation by returning a signed copy (scanned or the original) to Venation, or by giving explicit and unambiguous approval for the Offer by email.



2. Venation is not bound by an Offer if Customer could reasonably have understood or should have understood that the Offer contains an apparent mistake or typing error. Customer cannot derive any rights from such mistake or typing error.
3. If Customer cancels an order that has already been confirmed, the costs already effectively incurred (including the time spent) are billed to Customer.
4. Every Agreement that is entered into with Venation or a project that is granted by Customer to Venation lies with the company and not with an individual person who is associated with Venation.
5. The right of revocation of Customer, being a Company, is excluded.
6. If the Agreement is entered into by multiple Customers, each Customer individually is severally and jointly liable for compliance with all obligations flowing from the Agreement.

6 - Duration of the Agreement

1. The Agreement is adopted for a fixed term, unless the content, nature, or substance of the assignment entails that it was adopted for an unlimited time. The duration of the assignment also depends on external factors, including, though not limited to, the quality and the timely provision of the information that Venation obtains from the Customer.
2. Both Customer and Venation can rescind the Agreement on grounds of an attributable shortcoming in compliance with the Agreement if the other party has been declared in default in writing and a reasonable term has been conceded to it to comply with its obligations and it still fails to correctly comply with its obligations. Thereby are also intended the payment and collaboration obligations of Customer. Rescission of the Agreement leaves unaffected the payment obligations of Customer to the extent Venation at the time of rescission has already carried out activities or delivered performances. Customer must settle the established fee.
3. Parties can terminate the Agreement by way of registered mail, with due regard for a notice period of three months. If the Agreement has lasted less than three months, the Agreement can be canceled with a notice period of one month.
4. In case of a premature termination of the Agreement, Customer owes the costs effectively incurred until such time by Venation against the established (hourly) rate. The hour registration of Venation is thereby leading.
5. Both Customer and Venation can completely or partially cancel the Agreement without any further default notice with immediate effect in case one of the parties is in a situation of suspension of payments, bankruptcy has been applied for, or the enterprise in case ends through liquidation. If a situation as stated above occurs, Venation is never obliged to refund money already received and/or to pay damages.

7 - Implementation of the provision of services

1. Before Venation starts with the implementation of the Services, parties record the exact arrangements regarding the substance and scope of the Services in writing. Customer thereby grants permission to Venation to carry out the established activities. Venation will exert itself to carry out the established service with the greatest possible diligence, as may be expected from a good service provider. Venation guarantees a professional and independent provision of services. All Services are carried out based on a best-effort agreement, unless a result has explicitly been established in writing that has been elaborately described.
2. The Agreement and permission therein established on the basis of which Venation carries out the Services are leading for the scope and range of the provision of services. The Agreement will only be carried out for the benefit of Customer. This parties cannot derive any rights from the content of the Services carried out in connection with the Agreement.



3. The information and data provided by Customer are the foundation on which the Services offered by Venation and the prices are based. Venation has the right to modify its provision of services and its prices if the information provided turns out to be incorrect and/or incomplete.
4. During the implementation of the Services, Venation is not obliged or bound to follow the instructions of Customer if the content or scope of the established Services is thereby altered. If the instructions result in further activities for Venation, Customer is obliged to correspondingly compensate the additional costs based on a new quotation.
5. Venation has the right to deploy third parties at own discretion for the implementation of the Services.
6. If the nature and the duration of the assignment require such, Venation informs Customer intermediately of progress in the manner established.
7. The implementation of the Services is based on the information supplied by Customer. If the information must be altered, this may affect such planning as may have been established. Venation is never liable for the adjustment of the planning. If the start, progress, or delivery of the Services is delayed because, for example, because Customer has not or not timely or not in the desired format supplied all requested information, renders insufficient assistance, a possible advance payment has not been received by Venation in time, or due to other circumstances which are at the expense and risk of Customer, Venation is entitled to a reasonable extension of the delivery term. All damage and additional costs because of delay by a cause as stated above are at the expense and work of Customer.

8 - Obligations Customer

1. Customer is obligated to timely and/or prior to the start of the activities provide Venation with all requested information as well as relevant appendices and associated information and data, in the form requested, for the purpose of the correct and efficient implementation of the Agreement. Failing such, it may happen that Venation is not able to realize the full implementation of the established Services and/or delivery of the relevant documents. The consequences of such a situation at all times are at the expense and risk of Customer.
2. Customer guarantees all required permissions and authorizations of third parties that Venation requires to carry out the established activities.
3. Venation is not obligated to control the information supplied to it for accuracy and/or completeness, or to update Customer regarding the information if it has changed over the course of time, nor is Venation responsible for the accuracy and completeness of the information that is composed by Venation for third parties and/or is provided to third parties in the context of the Agreement.
4. Venation can, if this is necessary for the implementation of the Agreement, request additional information. In the absence thereof, Venation has the right to suspend its activities until the information has been received, without being bound to compensate any damages on any account whatsoever towards Customer. In case of changed circumstances, Customer must communicate this immediately, or no later than 3 business days after the change has become known, to Venation.
5. If after the implementation of the activities or if in connection with observations of Venation during the implementation of the Agreement it turns out that new or altered security measures are required (such as the changing of log-in data, passwords, the purchase of virus-detection software etc.), Customer at all times is responsible himself for the taking of such measures, as well as to provide his collaborators and/or third parties deployed by him with the right instructions.

9 - Advice



1. If assignment to such effect has been given, Venation can prepare an advice, action plan, design, report, planning and/or reporting for the purpose of the provision of services. The content thereof is not binding and only of an advisory nature, though Venation will observe the care obligations it is subject to. Customer decides himself and under his own responsibility whether he follows the advice.
2. Customer is aware that advice provided, and security checks conducted by Venation are based on the facts that are known to Venation at such time. All communications made regarding the security of IT systems only regard a snapshot.
3. The advice provided by Venation regards, among other things, the taking of security measures for the purpose of the IT environment of Customer. The degree of efficacy of these security measures depends on various (external) factors, such as the state of current technology, the availability of software from third parties, etc. Venation therefore can never guarantee that these measures and the advice provided by it at all times lead to an environment that is constantly adequately secured. The taking of security measures never offers a full guarantee against any cyber breaches of third parties (cybercrime, hacking, phishing, DDoS- attacks, etc.).
4. Customer is obliged upon first request of Venation to assess proposals provided by the latter. If Venation is delayed in its activities because Customer does not or does not timely provide an assessment of a proposal made by Venation, Customer is always responsible himself for the resulting consequences, such as delays.
5. The nature of the provision of services entails that the result at all times depends on external factors that may affect the reports and advice of Venation, such as the quality, correctness, and timely provision of required information and data of Customer and his collaborators. Customer guarantees the quality and the timely and correct provision of the required data and information. Prior to the start of the Services, Customer will report all circumstances to Venation in writing that are or may be of importance, also including any points and priorities for which Customer desires attention.

10 – Intellectual property

1. Delivery of Services by Venation does not imply the transfer of intellectual property rights vested in Venation. All intellectual property rights arising during, or arising from delivery of Services, belong to Venation.
2. Customer is expressly prohibited from using the products where Venation's intellectual property rights are included, or products to which intellectual property rights rest regarding the use of which Venation has acquired rights of use, to reproduce, disclose or exploit (including in this context, but not limited to) computer programs, advisories, processes, workflows, templates, and other intellectual products.
3. Customer is not permitted to make products referred to in paragraph 2 available to third parties without prior written consent by Venation. In the case of expert opinion regarding the performance of the Services by Venation, Customer will impose its obligations under this article on the third parties engaged by it.

11 - Additional activities and modifications

1. If it turns out during the implementation of the Agreement that the Agreement must be modified, or upon request of Customer further activities are required to realize the result desired by Customer, Customer is obliged to compensate these additional activities in accordance with the established rate. Venation is not obliged to accommodate this request and may demand of Customer that a separate Agreement is concluded for this and/or that he is referred to a competent third party.
2. If the additional activities are the result of negligence on the part of Venation, Venation has made a wrong assessment, or could reasonably have foreseen the relevant activities, these costs are not passed on to Customer.

12 - Collection policy

1. In case Customer does not comply with his payment obligation and has not complied with his obligation within the term set for payment, Customer falls legally into default.
2. As from the date that Customer is in default, Venation is entitled without any further default notice to the statutory commercial interest from the first day of default until full settlement, and to compensation of the extrajudicial collection costs pursuant to article 6:96 BW (Civil Code), to be calculated according to the table from the decree regarding extrajudicial collection costs 'besluit vergoeding voor buitengerechtelijke incassokosten' of 1 July 2012. If Venation has incurred more or higher costs than were reasonably necessary, these costs are eligible for reimbursement. Also, the integral judicial and enforcement costs incurred are borne by Customer.

13 - Privacy, data processing and protection

1. Venation handles the (personal) data of Customer with care and only use them in conformity with the applicable standards. If so requested, Venation will inform the data subject concerning.
2. Customer is responsible himself for the processing of data that are processed by a service of Venation. Customer also guarantees that the content of the data is not unlawful and that it does not breach any third-party rights. Within this framework, Customer safeguards Venation against any (legal) claim that is related to these data or the implementation of the Agreement.
3. If Venation on grounds of the Agreement must procure the security of information, this security will be compliant with the established specifications and a level of security which, considering the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.

14 - Suspension and rescission

1. Venation has the right to keep the data received or realized by it, data files, and other information under its control if Customer has not (completely) fulfilled his payment obligations. This right remains fully effective if a reason that is legitimate for Venation arises which justifies suspension in that case.
2. Venation is authorized to suspend compliance with the undertakings it is subject to as soon as Customer is in default with compliance with any undertaking flowing from the Agreement, also including late payment of his invoices. The suspension will be confirmed to Customer in writing forthwith.
3. Venation is not liable for damage in such case, on any account whatsoever, because of the suspension of its activities.
4. The suspension (and/or rescission) does not affect the payment obligations of Customer for activities that have already been carried out. In addition, Customer is obligated to compensate Venation for any financial loss that Venation incurs because of the default of Customer.

15 - Force majeure

1. Venation is not liable in case, as a result of a situation of force majeure, it is unable to comply with its obligations pursuant to the Agreement.
2. By force majeure on the part of Venation is intended in any case, though it is not limited to: (i) force majeure of suppliers of Venation, (ii) the not properly complying with obligations on the part of suppliers that were prescribed or recommended by Customer or his third parties to Venation, (iii) defectiveness of software or



such third parties as may be involved in the implementation of the service, (iv) government measures, (v) malfunction of electrical power, the internet, data network- and/or telecom facilities, (vi) illness of employees of Venation or of advisors deployed by it, and (vii) other situations that in the opinion of Venation fall outside its sphere of influence that temporarily or permanently prevent compliance with its obligations.

3. In case of force majeure, both Parties have the right to completely or partially rescind the Agreement. All costs incurred before the rescission of the Agreement will in such case be paid by Customer. Venation is not obliged to compensate Customer for any such losses as may have been caused by such a rescission.

16 - Limitation of liability

1. If any result that is established in the Agreement is not achieved, a shortcoming of Venation is only deemed to pertain if Venation has expressly promised such result upon acceptance of the Agreement.
2. In the event of an attributable shortcoming of Venation, Venation is exclusively bound to pay any compensation of damages if Customer has declared the default of Venation within 14 days after discovery of the shortcoming and Venation subsequently has not restored this shortcoming within a reasonable term. The default notice must be submitted in writing and contains a description/substantiation of the shortcoming with such detail, that Venation is able to respond adequately.
3. If the conducting of Services by Venation leads to the liability of Venation, such liability is limited to the total amount that is invoiced in the context of the Agreement, though only regarding the direct damage incurred by Customer, unless the damage is the result of the willful intent or of recklessness bordering on willful intent on the part of Venation. By direct damage is intended: reasonable costs incurred to mitigate or prevent direct damage, the determining of the cause of the damage, the liability, and the manner of restoral.
4. Venation expressly excludes all liability for consequential damage. Venation is not liable for indirect damage, business damage, loss of profit and/or incurred losses, missed savings, damage due to operational stagnation, the loss of assets, delay damage, interest damage, and immaterial damage.
5. Customer safeguards Venation for all claims of third parties because of a defect because of a service that was provided by Customer to a third party and consisted of Services provided by Venation, unless Customer can prove that the damage was caused exclusively by the service of Venation.
6. Any advice provided by Venation based on incomplete and/or incorrect information supplied by Customer never constitutes grounds for the liability of Venation.
7. The substance of the advice provided by Venation is not binding and merely of an advisory nature. Customer decides himself and on his own responsibility whether he follows the proposals and the advice of Venation mentioned therein. All consequences flowing from the following of the advice are at the expense and risk of Customer. Customer is always at liberty to make his own choices that deviate from the advice delivered by Venation. Venation is not bound to provide any type of refund if such is the case.
8. If a third party is deployed by or on behalf of Customer, Venation is never liable for the actions and advice of the third party deployed by Customer or for the incorporation of results (of advice drawn up) of the third party deployed by Customer in Venation own advice.
9. Venation is not liable for any such loss of data and information as may occur because of the Services conducted by Venation.
10. The result of the activities or of the advice provided by Venation is always based on a snapshot and always depends on various external factors, such as the suitability and availability of IT systems and software of Customer and of third parties and the state of the art. The execution of the activities therefore is always based on a best-effort agreement. Also, the taking of subsequent measures because of advice and recommendations provided by Venation never regard a full guarantee for an entirely effective security of the IT environment and workplace of Customer.



11. All claims of Customer on account of shortcomings on the part of Venation lapse if they have not been reported in writing, including substantiation, to Venation within one year after Customer has become or could reasonably have become aware of the facts on which he bases his claims. One year after the termination of the Agreement between parties, the liability of Venation lapses.

17 - Non-disclosure

1. Venation and Customer commit themselves to observe the secrecy of all confidential information that is obtained in the context of an Agreement. The confidentiality flows from the Agreement and must be observed as well if one can reasonably expect that it regards confidential information. Non-disclosure does not apply if the relevant information already is public/generally known, the information is not confidential and/or the information was not communicated by Customer to Venation during the Agreement and/or was obtained by Venation in another manner.
2. The non-disclosure especially regards advice, reports, designs, work methods and/or reporting concerning the assignment of Customer prepared by Venation. It is expressly prohibited to Customer to share the content thereof with collaborators who are not authorized to take cognizance thereof and with (unauthorized) third parties. In addition, Venation constantly observes due diligence when dealing with all business-sensitive information provided by Customer.
3. If Venation is forced on grounds of a legal provision or a judicial ruling to (also) provide the confidential information to such third party as is authorized or designated by the law or the competent court and Venation cannot appeal to legal privilege, Venation is not bound to pay any damages and such does not constitute grounds for Customer to rescind the Agreement.
4. For the transfer or distribution of information to third parties and/or the publication of statements, advice, or productions that are provided to third parties by Venation, the written consent of Venation is required, unless such consent was expressly established beforehand. Customer will safeguard Venation against all claims by such third parties because of reliance on such information that was distributed without the written consent of Venation.
5. The non-disclosure obligation is also imposed by Venation and Customer on such third parties as are deployed by them.
1. All data and information regarding the IT systems of Customer are never retained any longer than is necessary, with a final term of a maximum of 3 months, unless a longer term is required on grounds of a legal obligation.

18 - Indemnification and accuracy of information

1. Customer is responsible himself for the accuracy, reliability, and completeness of all data, information, documents and/or records, in any form whatsoever, that he provides to Venation in the context of an Agreement, as well as for the data he has obtained from third parties and which are provided to Venation for the purpose of the implementation of the Service.
2. Customer safeguards Venation against any liability pursuant to not or not timely complying with the obligations regarding the timely provision of all correct, reliable, and complete information, documents and/or records.
3. Customer safeguards Venation against all claims of Customer and of third parties deployed or employed under him, as well as of customers of Customer, based on not (timely) obtaining any possible subsidies and/or permissions that are required in the context of the implementation of the Agreement.



4. Customer safeguards Venation against any (legal) claim related to the processing of personal data of collaborators of Customer or third party(/-ies) deployed by him because of the implementation of the Agreement by Venation.
5. Customer safeguards Venation against all third-party claims that flow from the activities conducted for the benefit of Customer, by which is also intended, though it is not limited to, intellectual property rights to the data and information provided by Customer that can be used upon the implementation of the Agreement and/or the actions or omissions of Customer towards third parties. If Customer provides electronic files, software, or information carriers to Venation, Customer guarantees that these are free from malware and defects.

19 - Complaints

1. If Customer is not satisfied with the service of Venation or has complaints otherwise about the execution of his assignment, Customer is obligated to report such complaints as soon as possible, though no later than within 3 business days after the relevant occasion leading to the complaint. Complaints can be reported verbally or in writing at support@venation.digital, specifying "Complaint" as the subject.
2. The complaint must be sufficiently substantiated and/or clarified for Venation to take the complaint under advisement.
3. Venation will respond as soon as possible, though no later than within 3 business days, to the complaint substantively.
4. Parties will try to find a solution through mutual consultation.

20 - Applicable law

1. To the legal relationship between Venation and Customer, Dutch legislation is applicable.
2. Venation has the right to modify these terms & conditions and will inform Customer accordingly.
3. In case of translations of these terms & conditions the English version is leading.
4. All disputes that have arisen through or in connection with the Agreement between Venation and Customer are settled by the competent court of law of Oost-Brabant, location Eindhoven, unless provisions of mandatory law designate another competent court.