

Declaration of Consent of Compass Security

1 Preliminary remarks

- 1.1 The undersigned customer has signed a contract with Compass Security Deutschland GmbH (hereinafter referred to as "Compass"). The subject matter of this contract is inter alia the performance of a penetration test on the customer's target systems specified in the above contract.
- 1.2 With this document Compass aims to alert the customer to the specific dangers of such a penetration test and to specify the precautionary measures Compass undertakes to implement in order to curtail these risks.
- 1.3 This document supplements the contract referred to in section 1.1. In all other respects the General Terms and Conditions mentioned in this contract shall apply, receipt of which the undersigning customer expressly confirms.

2 Special features of a penetration test

- 2.1 A penetration test involves actively attacking (so-called active hacking) the target with commercial vulnerability, scanner and hacking tools, as well as programs modified by Compass.
- 2.2 The attacks are launched via public networks, such as the telephone network, Internet or other networks to which the customer is connected.

3 Risks of a penetration test

- 3.1 Active hacking as described in section 2.1 harbors the risk of causing damage to the target systems in question.
- 3.2 "Denial of service" attacks in particular may cause the target systems involved to break down, with the result that certain services are unavailable for a time or data is lost. During the attacks the response times of the services may also be slower.

4 Obligation of Compass to curtail the risks

- 4.1 Compass undertakes to carry out the contractually agreed penetration test carefully and expertly and to endeavor to limit the risks mentioned in sections 3.1 and 3.2 as far as possible.
- 4.2 Compass also undertakes to attack only the target systems specified in the contract.

5 Special obligations of the customer

- 5.1 If the contractually agreed target system is not wholly the responsibility of the customer, the customer undertakes to obtain the required consent of any third parties (in particular service providers) in good time. Compass is entitled to assume that the customer has obtained the required consent before mandating Compass.
- 5.2 The customer shall wholly indemnify Compass if Compass is subjected to claims from third parties because the customer has not fulfilled its obligation pursuant to section 5.1. The same shall apply if the agreed penetration test causes damage to third parties. This indemnity obligation shall not apply if Compass wilfully or through gross negligence causes damage to third parties.
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6 Consent to access to data in relation to criminal law

- 6.1 Compass may be liable to prosecution in accordance with §§ 202 a, b and c StGB for the unauthorized procurement of data. With regard to this, Compass is dependent on the fact that the customer expressly gives his consent to the access to his database.