

EXHIBIT D

August 10, 2026

VIA

Paul B. Keller
Brownstein Hyatt Farber Schreck, LLP
75 Rockefeller Plaza, Suite 2600B
New York, NY 10019
pkeller@bhfs.com

Re: Response to SecurityScorecard

Dear Paul:

I write on behalf of Factor Cybersecurity, Inc. (“Factor”) in response to SecurityScorecard’s (“SSC”) July 14, 2026 letter and your following communications with Mr. Jason Thompson. I also write to request that SSC and its CEO, Mr. Aleksandr Yampolskiy, immediately cease and desist disseminating false, tortious and defamatory communications concerning Factor and Mr. Thomspon, as outlined below.

SSC’s False, Tortious and Defamatory Communications:

Since Mr. Thompson resigned from SSC, SSC executives, including Mr. Yampolskiy, have repeatedly disseminated baseless accusations against Factor, falsely accusing Factor of stealing SSC’s intellectual property. Mr. Yampolskiy made these false accusations publicly on social media and in communications with Factor’s employees, advisors, and business partners listed on Factor’s website.

In his communications, Mr. Yampolskiy threatened Factor’s employees and partners with “reputational or legal complications,” subpoenas, and other adverse actions if their association with Factor continued. These communications appear to have been designed to frighten Factor’s employees, advisors, and partners, discourage people from working with Factor, damage Factor’s professional reputation, imply that anyone associated with Factor will become involved in litigation, and interfere with Factor’s employment, advisory, investment, and commercial relationships.

For instance, Factor advisor Tom Bain received the following threat from Mr. Yampolskiy in May 2026:

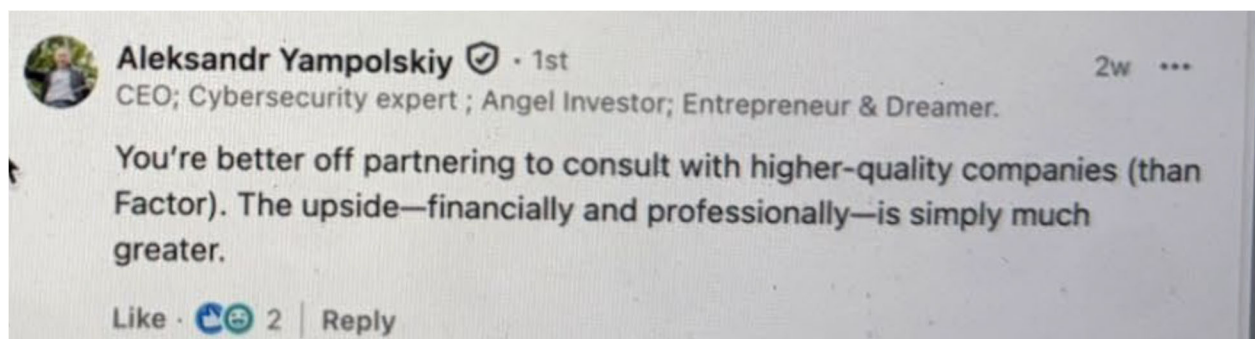
I wanted to flag something sensitive. I saw your name listed as an advisor on Jason's/Factor's website. I don't know the nature of your involvement, but I would encourage you to be careful before lending your name publicly. From SecurityScorecard's perspective, there are serious unresolved concerns involving Jason and Factor, including potential IP/misappropriation issues that may become the subject of legal action. There were also serious concerns around his conduct when he left the company.

I'm not asking you to take my word for it, and I'm not trying to put you in the middle of anything. I just wanted to make sure you were aware that association with the company could potentially create unwanted reputational or legal complications. -Alex

Similarly, in July 2026, Mr. Yampolskiy sent a message to Anders Norremo, a Factor advisor, making similar false allegations about data theft and other defamatory statements about Mr. Thompson.

Just saying .. I like you but I plan to subpoena all the advisors soon . So you probably don't want to be on it . He stole data from Securityscorecard . Acted and threatened people on way out . Called child protective services on me saying I am alcoholic etc

As shown below, Mr. Yampolskiy also made disparaging comments about Factor on the social media pages of Factor's employees and business associates.



In total, Mr. Yampolskiy has threatened most of Factor's associates listed on its website. He has also made threats against other business associates of Factor.

SSC's copying allegations are not only false, they are implausible on their face. Mr. Thompson never had access to SSC's code during his employment, and SSC has yet to produce any evidence supporting its baseless allegations such as the MDM logs in SSC's possession that could definitively show that such copying did not occur.

On May 15, 2026, Mr. Thompson sent a cease and desist notice to SSC's board of directors requesting that SSC stop contacting Factor's employees, advisors, customers, investors, and affiliates. SSC, however, seemingly took no action as Mr. Yampolskiy's tortious and defamatory conduct not only continued, but it increased.

Please confirm that SSC and Mr. Yampolskiy will immediately stop all such threatening communications and behavior and that Mr. Yampolskiy will retract his previous defamatory comments. If SSC refuses to do so, please provide the MDM logs in SSC's possession. As you know, we have sent you a draft NDA and are willing to provide evidence in Factor's possession in exchange for this evidence once an NDA is executed. Nonetheless, SSC is hereby on notice of its obligation to preserve and protect all relevant documents relating to this matter, including, but not limited to, the MDM logs.

Factor reserves all rights, including its right to bring tortious interference, defamation, and/or other claims against SSC, should SSC's tortious conduct continue and/or SSC's past defamatory statements are not rectified.

SSC Has No Rights in the Factor Mark:

SSC baselessly alleges, both in its correspondence with Mr. Thompson, and in communications on social media and with Factor's employees and business associates, that Factor misappropriated the Factor mark from SSC. But, as explained below, SSC has no rights in the Factor mark. Therefore, as explained above, SSC's statements to the contrary are false and defamatory and need to stop and be rectified.

Mr. Thompson founded Factor Cybersecurity, Inc. as a Delaware corporation on July 5, 2021, roughly four years before SSC filed for a trademark for the FACTOR CYBERSECURITY mark. (**Exhibit A**). Moreover, Factor first began using the FACTOR mark in commerce at least as early as June 2023, as evidenced by Mr. Thompson's invoices sent to SSC at the time. (**Exhibit B**). Moreover, Factor began using the FACTOR CYBERSECURITY mark in commerce no later than July 17, 2025, and we can provide evidence of this once an NDA is in place.

In contrast, we have seen no evidence that SSC ever used the FACTOR CYBERSECURITY mark in commerce. Indeed, when SSC filed for its trademark, it claimed that it *intended* to use the mark in commerce, not that it had actually used the mark. SSC's trademark filing in July 2025 coincides with Mr. Thompson's resignation that same month. Thus, it appears SSC filed for this trademark for the improper purpose of keeping it from Factor, and not because it actually intended to use the mark in commerce. If you have evidence showing SSC's commercial use of the FACTOR CYBERSECURITY mark, please provide it. Otherwise, we assume no such evidence exists.

SSC alleges that it owns the FACTOR CYBERSECURITY mark because it was allegedly “Work Product” that Mr. Thompson “developed in connection with” his work at SSC. But SSC has provided no evidence of this. Indeed, the evidence demonstrates Mr. Thompson’s incorporated Factor Cybersecurity, Inc. as a Delaware corporation before his employment as SSC’s Chief Marketing & Strategy Officer and before he signed the Contractor Agreement. Moreover, the Contractor Agreement is governed by New York law, which makes clear that intellectual property that an employ develops on his own is not assignable to an employer even when there is an assignment agreement that states otherwise. *See* NY LABOR LAW 203-F.

In your July 14 letter, SSC claims that Mr. Thompson signed SSC’s Employee Proprietary Information and Inventions and Non-Competition Agreement. Contrary to SSC’s assertions, we understand that Mr. Thompson never signed such an agreement. If you have documentary evidence to the contrary, please provide it at your earliest convenience.

For these reasons, we demand that SSC (1) immediately cease from claiming that it owns the mark, (2) immediately cease and desist all use of the FACTOR CYBERSECURITY name and mark in any form, (3) at Factor’s election, either withdraw and abandon Application Serial Nos. 99/294,626 and 99/279,649, or execute an assignment of the applications transferring all rights, title and interest to the applications and underlying marks to Factor, and (4) confirm in writing, within ten (10) business days of the date of this letter that you have done so.

Requests for Return of SSC’s Alleged Property

In July 2026, a year after Mr. Thompson resigned from Factor, SSC claimed that “[o]ur records reflect that you have not returned your Company-issued laptop or other Company property in your possession.” SSC has not provided these “records” or described what “other Company property” could possibly be in Mr. Thompson’s possession.

You provided the serial number for a laptop that was allegedly provided to Mr. Thompson for the first time last week and we are currently investigating whether Mr. Thompson has possession of a laptop with that serial number. Mr. Thompson is not in possession of any other potential SSC-property. Even if Mr. Thompson has a “Company-issued laptop,” that laptop would not be operable because SSC presumably prevented Mr. Thompson from accessing it after his resignation. Again, to the extent SSC continues to press its baseless claims of intellectual property misappropriation and theft, we request that SSC provide the MDM logs for that laptop.

You claim that the laptop Mr. Thompson previously provided to FTI Consulting was not SSC property, yet you have yet to return it or confirm that FTI Consulting did not image the computer. Please do so promptly. As you admit, this computer is not SSC’s and thus you have no rights to it. We reserve all rights should SSC fail to do so.

SSC’s Allegations Concerning Mr. Thompson’s Public Statements

In your July 16, 2026 communication with Mr. Thompson, you claim that he made “unsupported” statements “concerning SSC” in “recent LinkedIn postings and other public

communications,” and you asked him to cease “publishing, republishing, or amplifying false, misleading, harassing, or defamatory statements concerning SSC, its officers, directors, employees, business partners, or other affiliated persons.”

Contrary to your assertions, Mr. Thompson’s statements are not defamatory and are supported by documents in Mr. Thompson’s and SSC’s possession and by third party witnesses. As a non-limiting example, there is ample evidence and witnesses who would testify concerning SSC’s efforts to improperly obtain information about competitor products, including BitSight, Black Kite, and others. Josh Fazio, a former SecurityScorecard employee, is a witness to Mr. Yampolskiy’s conduct and his unauthorized access to BitSight. In July 2025, Mr. Fazio received a blocked, voice-masked telephone call that was witnessed by his wife where the caller stated words to the effect of “if you help Jason Thompson, we will kill you.” SSC has evidence that would confirm whether this call came from Mr. Yampolskiy, and we demand that you preserve all such evidence, including but not limited to Mr. Yampolskiy’s phone records.

Nonetheless, Mr. Thompson already told you he will “refrain from making any further public commentary until” the issues discussed in this letter are resolved “[s]o long as you keep Yampolskiy in check.” We remain open to such a compromise.

* * *

We are happy to discuss these issues with you. We look forward to your response.

Sincerely,

/s/ Benjamin J. Schladweiler

Benjamin J. Schladweiler

EXHIBIT A

CERTIFICATE OF INCORPORATION
OF
FACTOR CYBERSECURITY INC.

ARTICLE I

The name of the corporation is Factor Cybersecurity Inc. (the “**Corporation**”).

ARTICLE II

The address of the Corporation’s registered office in the state of Delaware is 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

The aggregate number of shares which the Corporation shall have authority to issue is 10,000,000 shares of capital stock all of which shall be designated “Common Stock” and have a par value of \$0.00001 per share.

ARTICLE V

The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. Elections of directors need not be by written ballot unless otherwise provided in the Bylaws of the Corporation. In furtherance of and not in limitation of the powers conferred by the laws of the state of Delaware, the Board of Directors of the Corporation is expressly authorized to make, amend or repeal Bylaws of the Corporation.

ARTICLE VI

(A) To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or as may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

(B) The Corporation shall indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director or officer of the Corporation or any predecessor of the Corporation, or serves or served at any other enterprise as a director or officer at the request of the Corporation or any predecessor to the Corporation.

(C) Neither any amendment nor repeal of this Article VI, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VI, shall eliminate or reduce the effect of this Article VI in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article VI, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE VII

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (A) any derivative action or proceeding asserting a claim on behalf of the Corporation, (B) any action or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (C) any action or proceeding asserting a claim against the Corporation arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's Certificate of Incorporation or Bylaws, (D) any action or proceeding asserting a claim as to which the Delaware General Corporation Law confers jurisdiction upon the Court of Chancery of the State of Delaware, or (E) any action or proceeding asserting a claim governed by the internal affairs doctrine, in each case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein.

ARTICLE VIII

The name and mailing address of the incorporator are as follows:

Jason Thompson
31736 Marsh Island Avenue
Lewes, DE 19958

Executed on July 05, 2021.

E-signed using Clerkly (a791c8d8d74710f9e1184535092ba4f0)

A handwritten signature in cursive script that reads "Jason Thompson". The signature is written in black ink and is positioned above a horizontal line.

Jason Thompson, Incorporator

EXHIBIT B

SecurityScorecard Ri... X SecurityScorecard Ri... X GTM Operating Cons... X Try Docusign for free X Home - Google Drive X 20230531 SecuritySc... X + Ask Gemini

docs.google.com/document/d/1NGcWan0BN_kwykxPWx4UkkVO6qxvOJ0IXM6OskNYN-c/edit?tab=t.0

← June 6, 2023, 6:25 AM

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Document tabs

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INVOICE

Jason D Thompson / Factor
31736 Marsh Island Avenue
Lewes, DE 19958
(206) 617-7701
jason@factor.rocks

Invoice #: SSC-2023-001
Date: June 4, 2023

Bil to:

Accounts Payable (ap@securityscorecard.io)
SecurityScorecard
1140 Avenue of the Americas
19th Floor
New York, NY, 10036

Please remit payment to:

By check:	By wire:
Jason D Thompson 31736 Marsh Island Avenue Lewes, DE 19958	Jason D Thompson 31736 Marsh Island Avenue Lewes, DE 19958 Routing#: 026009593 Account#: 483060954700

Version history

All versions

June 2023

June 6, 2023, 6:25 AM

Current version

Jason Thompson

> June 4, 2023, 8:22 PM

Jason Thompson

June 4, 2023, 7:55 PM

Jason Thompson

☒ Highlight changes