

PenTesting Agreement

A CONTRACT BETWEEN EYECON & PENTEST.IO

MAXWELL BOSIAKO ANTWI

Penetration Testing Agreement

This Agreement is made and entered into as of 13th January 2025, by and between **EyeCon** (hereinafter referred to as the “Client”), an eyewear brand that collects and stores health information on its WebApp, and **Pentest.io** (hereinafter referred to as the “Provider”), a penetration testing company specializing in Website and mobile app security assessments.

1. Objective

The purpose of this Agreement is to outline the terms and conditions for penetration testing services provided by the Provider. The primary objective of this engagement is to identify, assess, and report security vulnerabilities in the Client’s WebApp and any other agreed-upon components, thereby improving the privacy and security of customer data.

2. Scope of Testing

- The Provider will conduct penetration testing on the WebApp and any additional agreed-upon components as detailed in a separate Scope of Work (SOW) document attached to this Agreement.
- Testing methodologies will include, but are not limited to:
 - SQL Injection Attacks
 - Cross-Site Scripting (XSS)
 - Cross-Site Request Forgery (CSRF)
 - Broken Authentication and Session Management
 - Server and Database Vulnerabilities
 - Mobile Application Security Testing (if applicable)
- The Client will provide a secure, isolated environment, including dummy accounts with login credentials, for testing purposes.

3. Authorization

- The Client authorizes the Provider to perform penetration testing on all agreed components as specified in this Agreement and the attached SOW.
- The Client will ensure that all necessary permissions are granted to avoid legal liabilities or disruptions to third-party services.

4. Deliverables

- **Pre-Engagement Report:** A detailed document summarizing the test plan, methodologies, and timeline.

- **Interim Updates:** Weekly progress updates during the testing period.
- **Final Report:** A comprehensive document detailing identified vulnerabilities, their risk levels, exploitation details, remediation recommendations, and an executive summary.

5. Timeline

- Testing will commence one (1) week after the signing of this Agreement.
- **Week 1:** Understanding system architecture, pre-engagement activities, and gathering necessary information.
- **Weeks 2-3:** Exploitation and system assessment.
- **Week 4:** Finalizing the report and preparing the executive summary.
- The engagement will conclude after thirty (30) calendar days from the start date.

6. Payment Terms

- **Fees:** The total cost for the penetration testing service is \$2,500.00.
- **Payment Schedule:**
 - 75% of the total cost is payable upfront.
 - 25% of the total cost is payable upon delivery of the final report.
- **Payment Method:** Payments will be made via bank transfer to the account details provided by the Provider. No cash payments will be accepted.
- Additional payment details will be collected post-signing.

7. Confidentiality

- Both parties agree to maintain the confidentiality of all proprietary and sensitive information exchanged during the course of this engagement.
- The Provider will not disclose vulnerabilities, test results, or sensitive data to any third party without prior written consent from the Client.

8. Termination Clause

- This Agreement may be terminated under the following conditions:
 - **By the Client:** If the Provider fails to deliver effective results by the end of Week 3, the Client may terminate the Agreement, and the remaining 25% payment will not be made.
 - **By the Provider:** If the Provider terminates the Agreement without any fault from the Client, they will refund the upfront payment in full immediately.
 - **Mutual Agreement:** Both parties may mutually agree to terminate the Agreement.

9. Indemnity and Liability

- The Provider will not be held liable for any system downtimes, data loss, or damages resulting from penetration testing activities, provided the testing adhered to the agreed scope and methodologies.
- The Client agrees to indemnify and hold the Provider harmless against any claims arising from unauthorized testing outside the agreed scope.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ghana Cybersecurity Authority. Any disputes arising under this Agreement will be resolved exclusively in the courts of Ghana.

Signatures

Client Information

- Company Name: EyeCon
- Representative Name: _____
- Title: _____
- Address: _____
- Phone: _____
- Email: _____

Signature: _____ Date: _____

Provider Information

- Company Name: Pentest.io
- Representative Name: _____
- Title: _____
- Address: _____
- Phone: _____
- Email: _____

Signature: _____ Date: _____