## **Cyber Security Volunteer Agreement:**

This Cyber Security Agreement shall become effective as on [Date] (hereinafter referred to as "Effective Date")

By Fortify and between [Client Company]

[Client Company] (hereinafter referred to as "Company"), with its principal place of business at [Address] and

Fortify [Volunteer name] (hereinafter referred to as "Contractor") at www.helpfortify.com

The Company and the Contractor shall hereinafter be collectively referred to as "Parties" and individually as "Party".

WHEREAS the Company is engaged in the [Description of Business] and wishes to avail the cybersecurity services of the Contractor,

WHEREAS, the Contractor has agreed to provide the requested service to the Company on the terms and conditions hereinafter set forth.

The Parties agree to the following terms and conditions:

## ***Terms of Agreement:***

### **Oversight**

This contract outlines the services provided by Fortify and what is expected from both parties during the duration of the agreement. The agreement may be terminated at any time in respect to the guidelines in s. 13.

1. **Definitions**

The following definitions apply for the duration of this agreement:

* Company Data: Company Data is all data that the Company has disclosed to the Contractor. For the purposes of this Agreement, Company Data does not cease to be Company Data solely because it is transferred or transmitted beyond the Company’s immediate possession, custody, or control.
* Data Breach: The unauthorized access and acquisition of computerized data that materially compromises the security of confidential and/or sensitive personal information maintained by the Company as part of a fact base of distinctive information regarding a range of individuals and/or that leads to a breach and/or the Company has sufficient reason to believe has to lead to loss or injury to any Company's properties.
* System: A range of equipment that assists operations or drives a specific goal. This may consist of a distinct set of knowledge resources such as a server, software, storage devices arranged for the assembly, processing, treatment, application, sharing, dissemination, or constitution of information.
* Change Management: A formal process used to ensure that changes to a system are introduced in a controlled and coordinated manner. This reduces the possibility that unnecessary changes will be introduced to a system, that faults or vulnerabilities are introduced to the system, or that changes made by other users are undone.

1. **Scope of Services**

The Contractor agrees to provide a cyber security analysis by one or multiple cyber security professional volunteer/s to the Company. This analysis will follow a predetermined checklist in order to provide the Company with a cyber safety score as well as identify possible issues to be further investigated.

Upon agreement of both parties, the cyber security professional volunteer/s may continue with a report of system hardening suggestions. This such report will include an investigation on potential issues as well as suggestions to improve on them.

Upon further agreement of both parties, one or multiple cyber security professional volunteer/s will move to implement some, or all system hardening suggestions and perform a re-evaluation post-services. Such services implemented by Fortify depend on the skills of the relevant cyber security professional volunteer.

1. **Term of Service**

This Agreement will be effective as of the Effective Date and will continue for [time period] years ("Term") unless terminated early or extended by mutual written consent between the Parties or by the provisions of this Agreement.

1. **Disclosure of Company Data**

Contractor shall not disclose Company Data in any manner that would lead to a violation of state or federal law or the terms of this Agreement including, without limitation, by means of outsourcing, distributing, retransfer, or access, to any individual or entity, except:

* Employees or agents who actually and legitimately need to access or use Company Data in the performance of Contractor’s duties to Company.
* Such external mediators, approved by the Company in writing and in advance of any disclosure, but only to the extent of such approval.

Company Data does not include information that:

1. The receiving Party lawfully gained before the disclosing Party disclosed it;
2. Is disclosed to the receiving Party by a third party who is not bound by a confidentiality agreement;
3. Becomes available to the general public by no fault of the receiving Party; or
4. Is required by law to be disclosed.
5. **Usage Policy**

The Contractor shall only use, store, or access Company Data in compliance with and only till the scope permissible under this Agreement. Any transmission, transportation, or storage of Company Data outside the [State] Australia is prohibited except on prior written authorization by the Company.

### **Safeguarding Company Data**

In the event a Party loses Company Data or inadvertently discloses Company Data, that Party must notify the other Party within twenty-four (24) hours. That Party must also take any, and all, steps necessary to recover the Confidential Information and prevent further unauthorized use.

In the event that one Party is required by law to disclose Company Data, that Party must notify the other Party of the legal requirement to disclose within three (3) business days of learning of the requirement.

### **Confidentiality**

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Company which would reasonably be considered to be proprietary to the Company including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Company and where the release of that Confidential Information could reasonably be expected to cause harm to the Company.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Company or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Company to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

### **Limitation on Liability**

Any liability of Fortify for any loss, damage, or cost arising from or incurred in connection with the Contractor’s appointment under the Services Agreement or any activities undertaken by Fortify in connection with the Services Agreement will not, in any event (and whether or not that liability involves negligence) hold Fortify liable. This clause does not apply in the case of fraud by Fortify or a Protected Person or if another clause has been breached by the Contractor.

### **Data Breach**

Pursuant to section seven (7) of this agreement, Parties must notify, recover, and prevent the loss of Company Data. To prevent a breach of data, action must be taken to deal with the breach such that it is unlikely to result in serious harm to the affected individuals, and/or written statements with details of the breach must be sent to the harmed Party. If both parties deem the breach to be of high significance and harm to individuals, then the details must also need to the sent to Office of the Australian Information Commision and affected individuals, including publishing the notice on the website in order to inform the public.

### **No Surreptitious Code**

The Contractor warrants that, to the best of its knowledge, all software or firmware which has been created by Contractor, has been incorporated into Contractor’s software or firmware, or may be supplied by Contractor, and which may be used with or in any way affect the Company’s data, is free of and does not contain any self-help code or any unauthorized code as defined below. The Contractor further warrants that it will not knowingly introduce, via electronic network connectivity (such as a modem) or otherwise, any code or mechanism that electronically notifies the Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, which may restrict the Company’s access to or use of the Company’s Data.

### **Compelled Disclosure**

In the event that any Party becomes legally compelled (including pursuant to securities laws and regulations) to disclose the existence of this Agreement or any Terms in contravention of the provisions of this Agreement, such Party (the “Disclosing Party”) shall, if and to the extent that it can lawfully do so, provide the other Parties (the “Non-Disclosing Parties”) with prompt written notice of that fact so that the appropriate Party may seek (with the cooperation and reasonable efforts of the other Parties) a protective order, confidential treatment or other appropriate remedy. In such event, the Disclosing Party shall furnish only that portion of the information that is legally required and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information to the extent reasonably requested by any Non-Disclosing Party.

### **Termination**

Term: This Agreement shall commence on the Effective Date and shall continue for a period discussed and determined between both parties from the Effective Date (the “Initial Term”), unless earlier terminated.

Termination for Cause: If either Party materially defaults (including but not limited to the wilful, material and wrongful disclosure of Confidential Information) in the performance of any of its duties or obligations under this Agreement, in which default is:

* not substantially cured within thirty (30) days after written notice is given to the defaulting Party specifying the default, or, with respect to those defaults which cannot reasonably be cured within thirty (30) days,
* if the defaulting Party fails to proceed within thirty (30) days to commence curing said default and to proceed with all due diligence substantially to cure the default, but in any event does not substantially cure the default within ninety (90) days,

The Party not in default may, by giving written notice of termination to the defaulting Party, terminate this Agreement as of a date specified in the notice of termination (the “Termination Date”) such Termination Date being subsequent to the date of the notice of termination.

Termination for Convenience. Either Party may terminate this Agreement in its entirety on or after the first anniversary of the Effective Date upon at least one hundred eighty (180) days’ prior written notice to both Fortify and the other Party.

### **Indemnification**

Each Party shall indemnify and hold harmless the other Party and its respective affiliates, directors, officers, employees and agents (referred to hereafter collectively as “Indemnitee”) against any and all claims, losses liabilities, judgments, awards and costs (including costs of investigation and legal fees and expenses) arising out of or related to any third-party claim for personal injury, real property damage or tangible property damage (including intellectual property infringement claims) whether through action or inaction, by the indemnitor or its employees or agents; provided, however, that indemnitee gives indemnitor:

(a) written notice within a reasonable time after indemnitee is served with legal process in an action asserting such claims, provided that the failure or delay to notify indemnitor shall not relieve indemnitor from any liability that it may have to indemnitee hereunder so long as the failure or delay shall not have prejudiced the defence of such claim;

(b) reasonable assistance in defending the claim; and

(c) sole authority to defend or settle such claim.

In the event indemnitor elects not to defend any such claim, indemnitee shall have the option but not the duty to reasonably settle or defend the claim at its cost and indemnitor shall indemnify indemnitee for such settlement or any damages finally awarded against indemnitee attributable to such claim, reasonable costs and expenses (including reasonable attorneys’ fees), and interest on such recoverable funds advanced.

### **Arbitration**

If a breach or conflict cannot be resolved through a good faith negotiation between both Parties, the Parties must agree to submit to binding mediation or arbitration.

### **Miscellaneous**

Assignability: Neither Party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other Party which shall not be unreasonably withheld.

Notices: Any notice required to be given to the Company shall be delivered by certified mail, personal delivery, or overnight delivery paid for by the Contractor.

Force Majeure: Neither Party shall be liable for any failure in performance of the obligation under this Agreement due to cause beyond that party's reasonable control (including and not limited to any pandemic, fire, strike, act or order of public authority, and other acts of God) during the pendency of such event.

Modification: No modification of this Agreement shall be made unless in writing, signed by both Parties.

Severability: If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effect until the Agreement termination.

Governing Law and Jurisdiction: This Agreement shall be governed following the laws of the state of Victoria. If the disputes under this Agreement cannot be resolved by Arbitration, they shall be resolved by litigation in the courts of the state of the Victoria including the federal courts therein, and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail and hereby waive any jurisdictional or venue defences otherwise available to it.

Legal and Binding Agreement: This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the [State/Court/Region]. The Parties each represent that they have the authority to enter into this Agreement.

Entire Agreement: This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

Waiver: Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.