PENTESTING AGREEMENT

Between ParoCyber (Client) and Independent Pentester(Contractor)
Date: 04/12/2025
Reference: PC-PTEST-01-2025

1. PARTIES TO THE AGREEMENT

This Pentesting Agreement is entered into between;

★ **Pentester:** *Lucia Lucy Lunkuse*, an independent cybersecurity professional providing penetration testing and security assessment services.
★ **Client:** *ParoCyber*, an organisation requiring professional penetration testing services to evaluate the security posture of its environment.

Both parties agree to the terms and conditions outlined in this Agreement.

2. SCOPE OF WORK

2.1 Pentester Responsibilities

The Pentester will perform the following authorized security assessments:

A. Wireless penetration testing

- Assess the security of wireless networks using Wi-Fi.
- Test for weak encryption, unauthorized access points, rogue devices, and authentication weaknesses.
- Attempt controlled exploitation to demonstrate the risk level.

B. Social Engineering Testing

- Conduct approved social engineering engagements: email phishing, phone-based testing, or physical persuasion techniques.
- Measurement of employee awareness, response, and security culture.
- No malicious payloads will be delivered, but rather safe test simulations.

C. Access Sensitive Information (Controlled Data Access Test)

- Access sensitive, restricted, or privileged information stored in systems or devices.
- Demonstrate the risk of unauthorized exposure of data.
- Sensitive information will not be changed, copied, or leaked beyond controlled reporting.

D. Network Sniffer Analysis

- Perform controlled packet capture exercises within approved segments.
- Analyze traffic for clear-text credentials, insecure protocols, or data leaks.
- Ensure no interception outside the authorized environment.

General Pentester Responsibilities
The Pentester also agrees to:
1. Limit activities strictly to the above tests and approved assets.
2. Do not deliberately disrupt or exploit any services in a manner that might be harmful.
3. Follow ethical testing standards during the engagement.
4. Maintain confidentiality of all the collected data.
5. Provide:
    ➔ Immediate notifications for critical findings
    ➔ A final report containing findings, risk ratings, and recommendations

2.2 Client Responsibilities
The Client agrees to:
- Give specific written permissions for these particular penetration tests.
- Provide access credentials, documentation, or network details as necessary.
- Prepare the environment and make sure that appropriate system backups exist.
- Notify employees where necessary-for example, to maintain legal compliance during social engineering.
- Specify one contact person for communications.
- Review recommendations and apply necessary mitigations.

3. TIMEFRAME.

The penetration testing agreement shall take place during the following period
Start date: 12/12/2025
End date: 30/12/2025
The final report will be delivered within **5-7 business days** after completion of testing.
Any extension of the timeframe must be agreed upon in writing by both parties.

4. FEES, BILLING AND PAYMENT DETAILS
4.1 Fees
The total cost for the pentesting services will be **USD 12000** ,based on the agreed scope of work.

4.2 Payment Terms
- 50% upfront before commencement of work.
- 50% payable upon delivery of the final report.
Payments are due within **14 days** of the billing date.

4.3 Billing Method
- All invoices will be sent electronically via email
- Payment may be made via bank transfer.
- Receipts will be issued for all paid amounts.

4.4 Materials, Tools and Equipment
1. The pentester will supply the standard testing tools and software required for the engagement
2. If specialized tools, hardware or premium software licenses are required, the Pentester shall;
   - Provide a cost estimate
   - Request written approval from the client before procurement
3. Once approved, the client shall bear the cost of these additional materials or reimburse the Pentester upon presentation of official receipts.

4.5 Additional Costs.
Any costs outside the agreed scope (travel, special equipment or environmental setup) must:
- Be pre-approved in writing
- Be billed separately
- Be reimbursed within 14 days of invoice.

4.6 Non-Refundable Payments.

The upfront deposit is non-refundable, as it covers planning scheduling, tooling preparation and resource allocation.

5. TERMINATION OF CONTRACT

Either Party may terminate this Agreement if:

1. If the client fails to pay fees on time, the pentester may suspend services or terminate the Agreement after providing written notice.
2. If the pentester fails to perform services as agreed, the client may terminate the Agreement with written justification.
3. If either party violates a material clause of this Agreement.
4. Both parties agree in writing to end the contract early.

Upon termination:

1. The Pentester will cease all testing activities immediately.
2. The client will pay for all services completed up to the date of termination.
3. All confidential information must be returned or securely destroyed by both parties.
4. Any delivered work (draft reports,logs,findings) will be handed over upon final payemnet.

6. WARRANTY

1. The pentester provides services on a best effort basis and does not guarantee that all vulnerabilities will be discovered.
2. No warranty is given that remediating identified issues will make the client's systems completely secure
3. The pentester warrants that all testing will be performed professionally and within authorized bounadries.

7. DISCLAIMER

1. The Pentester is not responsible for damages resulting from pre-existing issues or unstable systems.
2. The client assumes all responsibility for using the results of the penetration test.
3. Penetration testing inherently carries risks such as system downtime or performance degradation.

8. LIMITATION OF LIABILITY

1. The Pentester's total liability under this Agreement shall not exceed the total fees paid by the Client.
2. The Pentester shall not be liable for indirect,incidental or consequential damages, including data loss, services outages or business interruption.

9. DISPUTE RESOLUTION

1. Any disputes arising from this Agreement shall be addressed through good-faith negotiation between parties.
2. If unresolved, disputes shall be submitted to mediation before any legal action.
3. If mediation fails, matters will be handled under the relevant governing laws of the Republic of Uganda.

SIGNATURES

Client: PAROCYBER	**Pentester**: LUNKUSE LUCIA LUCY
Signature: *ParoCyber*	**Signature**: *Lucia Lucy Lunkuse*
Date: 04/12/2025	**Date**: 04/12/2025