

Non -Disclosure Agreement (NDA)

Effective Date: 16/02/2023

Parties:

Client: KS Security Solution

Penetration Testing Provider: HackersForYou

Purpose:

The purpose of this NDA is to establish a legal agreement between KS Security Solutions and HackersForYou to protect the confidentiality of all information shared during the penetration testing engagement. Both parties must recognise the sensitivity of the information exchanged and commit to keeping it confidential.

Confidential Information:

1. Test Results:

- The Provider will maintain the confidentiality of all test results obtained during the engagement. This includes:
 - Detailed findings associated with vulnerabilities, security weaknesses, and potential risks.
 - Recommendations for remediation and risk mitigation.
 - All technical data generated throughout the testing process.
- KS Security Solution recognises that these test results are proprietary and valuable.

2. Internal Systems Information:

- The Provider will treat all information related to KS Security Solution's internal systems as strictly confidential. This includes:
 - Network architecture diagrams, system configurations, and infrastructure details.
 - IP addresses, domain names, and server specifications.
 - Credentials, access controls, and authentication mechanisms.
 - Any proprietary software or hardware information.

1. Proprietary Software Information:

- This includes details about any custom software developed by **KS Security Solution**. It encompasses:
 - Source code, binaries, and executables.
 - Algorithms, logic, and design specifics.
 - Licensing terms and restrictions.
 - Any unique features or functionality.
 - Documentation related to the software.

2. Proprietary Hardware Information:

- Refers to confidential details about specialized hardware used by **KS Security Solution**. It may involve:
 - Schematics, blueprints, and technical drawings.
 - Component specifications (processors, memory, storage, etc.).
 - Firmware or embedded software.
 - Hardware interfaces and protocols.
 - Any trade secrets related to the hardware.

- KS Security Solution agrees that unauthorised disclosure this information could harm its business operations and reputation.
- 3. **Other Relevant Information:**
 - The NDA extends to all of the additional information that is mutually agreed upon by both parties as confidential. This may include:
 - Business processes impacted by security vulnerabilities.
 - Sensitive business plans, financial data, or trade secrets.
 - Any other data considered confidential during the engagement.

Exceptions to Disclosure:

1. **Reporting to Authorities:**
 - The Provider may disclose relevant information to legal authorities or regulatory bodies if required by law. Including reporting any illegal activities or imminent threats to public safety.
 - KS Security Solution acknowledges that compliance with legal obligations takes precedence over the NDA.
2. **Legal Requirements:**
 - If compelled by a court order, subpoena, or other legal process, the Provider shall promptly notify KS Security Solution.
 - KS Security Solution retains the right to challenge any such requests.

Duration:

- This NDA will remain in effect for a period of 1 year from the Effective Date unless it is terminated earlier by mutual agreement or if it is required by law.
- Upon termination of this engagement, both KS Security Solution and HackersForYou must commit to keeping all of the information that was exchanged confidentiality during the penetration testing engagement. This includes any data, findings, reports, proprietary software, hardware details, and other sensitive information. The responsibility to protect this confidential information remains in effect even when the engagement concludes.

Penalties for Violation:

- Violating the NDA could result in legal action:
 - **Monetary Damages:** The non-breaching party might seek reimbursement for actual losses incurred due to the breach.
 - **Injunctive Relief:** The court might issue an injunction that will prevent any further disclosure or misuse of information that is confidential.
 - The prevailing party in any legal action will be entitled to recover reasonable attorney fees and costs.

Acknowledgment and Acceptance:

By signing this NDA, both parties acknowledge their understanding of the terms and agree to abide by them during and after the penetration testing engagement.

KS Security Solution (Client):

Signature: _____

Printed Name: _____

Date: _____

HackersForYou (Penetration Testing Provider):

Signature: _____

Printed Name: _____

Date: _____