**Non-Disclosure Agreement (NDA)**

**This Agreement** is made on 18-02-2024 by and between KS Security Solution ("Discloser") and KSP security("Recipient").

**Purpose:** KS Security Solution has agreed to provide certain Confidential

Information to KSP Security for the purpose of conducting an Information Security

Assessment of the KS Security Solution website. Additionally, during the Penetration Testing activities, KSP Security may come across Confidential Information about KS Security Solution.

**Definition:** "Confidential Information" encompasses any information, technical data, or know-how, including research, product plans, services, customers, software, developments, inventions, processes, designs, drawings, engineering, marketing, or finances. This information is designated as confidential or proprietary in writing or orally confirmed promptly in writing. Specific examples of Confidential Information relevant to the penetration testing engagement include test results, vulnerabilities discovered, and internal systems information.

**Non-Disclosure of Confidential Information:** KSP Security agrees to utilize the Confidential Information solely for the purposes outlined in this Agreement. Furthermore, KSP Security will not disclose any Confidential Information to third parties except to those individuals within the company who require such information to fulfill the objectives of this Agreement. Exceptions to disclosure include reporting to authorities as required by legal obligations.

**Recipient Obligations:** KSP Security is obligated to undertake all reasonable measures to maintain the secrecy of and prevent disclosure or misuse of Confidential Information. In the event of any misuse or misappropriation of

Confidential Information, KSP Security will promptly inform KS Security Solution in writing.

**Mandatory Disclosure:** If KSP Security is legally compelled to disclose any Confidential Information, it will promptly notify KS Security Solution to seek appropriate relief. However, KSP Security will only disclose that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

**Return of Materials:** Upon conclusion of the assessment, any materials or documents provided by KS Security Solution to KSP Security will be promptly returned. Failure to return such materials may result in penalties as outlined in this Agreement.

**No License Granted:** This Agreement does not confer any rights to KSP Security under any patent, copyright, trade secret, or other intellectual property right owned by KS Security Solution.

**Term:** The commitments outlined in this Agreement shall endure for a period of three (3) years from the date of its execution. Violation of this Agreement may result in penalties, including legal action and damages.

**Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of California, with exclusive jurisdiction conferred upon the federal and state courts within California for any disputes arising hereunder.

**Remedies:** KSP Security acknowledges that any violation or threatened violation of this Agreement will result in irreparable harm to KS Security Solution. Therefore, KS Security Solution shall be entitled to seek injunctive relief against any such breach or threatened breach.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**KS SECURITY SOLUTION (Discloser)**

Signed: zade

Name: zade M

Title: Information Security Manager

Date: 18-02-2024

**KSP SECURITY (Recipient)**

Signed: ksP

Name: K SAI POORNESH

Title: Jr Penetration Tester

Date: 18-02-2024