Penetration Test Agreement

Prepared for: OUTech, Title Prepared by: Adeyinka Samuel, Owner

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Proposal number: QC/XX/XXXX-X

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Transmorph is the commercial name of

This agreement is made as of / / (YYYY / MM / DD), by and between:

Transmorph, a Nigerian company having its registered seat at Rue des Lovieres, 36 1450 Blanmont, Belgium, registered under company number 0538.922.595, and duly represented by Xavier Mertens, owner

and,

(Company Legal Name), located in

(Address),

(Country); represented by

(Contact Name); hereafter referred to as “The Customer”.

Transmorph and the Customer have agreed to the following terms and conditions regarding the security tests to be performed

by Transmorph:

1. Transmorph will perform a Security Penetration Test - a partially automated test that will attempt to remotely identify security vulnerabilities and/or software configuration errors - on one or more computer systems owned and/or operated by the Customer (the “tests”).
2. The details of Customer’s host IP addresses, ranges, URL or any other resource (referred as the “pentest scope”) are given in annex 1 of this document.
3. Transmorph is authorized by the Customer to perform the tests on the following dates only, as given in annex 2 of this agree­ment (the “dates”)
4. Transmorph and the Customer will communicate to each other mobile phone numbers and email addresses on which they can reach each other during the tests. Both parties guarantee that these numbers will, during the tests, only be used for communication to the other party.
5. At any time during the tests, the Customer can request Transmorph to promptly stop the tests.
6. Transmorph guarantees that it will perform the tests in a responsible and professional manner in accordance with the sector’s best practices and that it will use its best endeavor not to change or amend any applications, data, programs or compo­nents of the Customer’s network or computer system (including hardware and software).
7. Transmorph does not offer any implied or express guarantees that the results of the tests will mean that the Customer’s net­work is secure from every form of attack, as Internet Security is continually growing and changing matter.
8. The Customer hereby guarantees that it has the legal right to subject the designated computer system to the aforemen­tioned Security Penetration Test and that if it is not the owner of the computer system it has obtained such right from the legal owner of the system.
9. The Customer will not hold Transmorph liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) however it arises, whether for breach or in tort, even if Transmorph has been previously advised of the possibility of such damage.
10. The Customer has the sole responsibility for adequate protection and backup of data and/or equipment used in connec­tion with the tests and will not make a claim against Transmorph for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the tests.
11. Transmorph will not divulge any information that has been disclosed between parties in relation to the tests. All results are confidential and will be treated as such.
12. Confidential information can only be used for the purpose of the tests. Where disclosure to a third party is essential, the party wishing to disclose the information shall obtain prior written authorization to do so from the other party.
13. All confidential material will be destroyed immediately after the tests, insofar as the information is not necessary for draft­ing the tests reports. The remaining information will be destroyed once the tests report submitted to the Customer.
14. The Customer will respond in a normal fashion when it detects the tests in its firewall logs, alert systems, etc. as it would do in case of a real security penetration; in order not to distort the results of the test. However, the Customer agrees not to notify legal or public authorities of this penetration.
15. This agreement and annexes consititute the entire agreement between parties related to the tests. No change, altera­tions or modifications shall be valid unless in writing, dated and signed by both parties.

Done in on in two signed originals, each party receiving

one original.

Name: Xavier Mertens Title: Owner Date:

Name:

Title:

Date:

Signature:

Signature:

**Annex 1**

The Customer authorizes Transmorph to perform the agreed ethical hacking and penetration tests necessary to evaluate the security of the following Customer’s computer network resources:

(IP addresses, ranges, URLs or any other valuable resource)

**Annex 2**

Transmorph is authorized by the Customer to perform the tests on the following dates and time windows only, as following: