

NON-DISCLOSURE AGREEMENT

Mutual Confidentiality Agreement

Client: Date: Confidential

1 • PARTIES

This Non-Disclosure Agreement ("NDA") is between ("Client") and REDTEAM ("Service Provider"), each a "Party" and together the "Parties", for the purpose of evaluating and performing an offensive security engagement.

2 • CONFIDENTIAL INFORMATION

"Confidential Information" means any non-public information disclosed by one Party to the other, whether oral, written, or electronic, including but not limited to: security findings and vulnerabilities; system architecture, credentials, and access details; business, financial, and technical information; personnel data; and all evidence, logs, and artifacts produced during the engagement.

3 • OBLIGATIONS

- Each Party shall use Confidential Information solely for the purpose of the engagement and shall not disclose it to any third party without the disclosing Party's prior written consent.
- Each Party shall protect Confidential Information with at least the same care used for its own confidential information, and no less than reasonable care.
- Access to Confidential Information is limited to personnel with a need to know, who are bound by confidentiality obligations no less protective than this NDA.

- Each Party shall notify the other promptly upon any actual or suspected unauthorized disclosure.

4 · EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes public through no breach of this NDA; (b) was rightfully known before disclosure; (c) is received from a third party without restriction; or (d) is independently developed without use of the Confidential Information. Disclosure required by law, regulation, or court order is permitted with prompt notice to the other Party, to the extent lawful.

5 · TERM & SURVIVAL

This NDA takes effect on the date of last signature and survives for years from the end of the engagement, or longer for data protection obligations under applicable law, including the Personal Data Protection Act 2010 (Malaysia).

6 · RETURN & DESTRUCTION

Upon written request or the end of the engagement, each Party shall return or securely destroy the other's Confidential Information, including copies and derivatives, and confirm destruction in writing. Retention obligations under law or audit requirements are excepted.

7 · NO LICENSE

Nothing in this NDA grants any license or right in or to any intellectual property of either Party. All findings, reports, and deliverables are the property of the Service Provider until paid in full, at which point deliverables commissioned by the Client are licensed to the Client for internal security purposes.

8 · REMEDIES

Each Party acknowledges that breach of this NDA may cause irreparable harm for which monetary damages are inadequate, and that the non-breaching Party may seek injunctive relief in addition to other remedies.

9 • GOVERNING LAW

This NDA is governed by the laws of Malaysia, and the Parties submit to the exclusive jurisdiction of the courts of Malaysia.

10 • ENTIRE AGREEMENT

This NDA, together with the Statement of Work, Rules of Engagement, and Authorization Form, constitutes the entire agreement between the Parties on confidentiality. No modification is effective unless in writing and signed by both Parties.

For the Client _____

For REDTEAM _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

