

AGREEMENT FOR PERFORMANCE OF INFORMATION SECURITY TESTING

This Agreement is dated _____ and is made BETWEEN:

1. „**TAD GROUP**“ LLC (hereinafter referred to as „**CONTRACTOR**”), a Delaware Limited Liability Company, with registered office: 300 Delaware Avenue, Suite 210-A, Wilmington, DE 19801, and address for correspondence about the current Agreement and its fulfilment: 5000 Birch str., STE 3000, West Tower, Newport Beach, CA, 92660, and

2. _____
(hereinafter referred to as „**PRINCIPAL**”), a company registered in _____
under number _____
having its registered office at _____

this Agreement was concluded:

SUBJECT OF AGREEMENT

Art.1 This Agreement’s subject is performing of information security testing which represents attempt for remote identification of security vulnerabilities and/or software configuration errors – on one or more information systems, possessed and/or operated by Principal, hereinafter referred to as „Tests”.

Art.2 Validity period of this Agreement is 1 (one) year and starts from the date of receiving advance payment into the bank account of TAD GROUP LLC.

Art.3 For performance of activities described in Art. 1, Principal provides data for IP-addresses and URL-addresses, described in detail in Art. 3.1, as well as it defines dates for performance of Tests („Dates”), specified in Art. 3.2 to this Agreement.

Art.3.1 Principal authorizes Contractor to perform agreed Tests, as providing the following IP and URL addresses:

Art.3.2 Contractor is entitled to perform Tests on the following dates, without limitation of time range: ____

Art.3.3 Term for providing Report from Tests is 1 (one) week after termination of the same.

RIGHTS AND OBLIGATIONS OF CONTRACTOR

Art.4 Contractor and Principal undertake to provide one person – representative for constant communication during Tests. For security reasons, Parties can determine particular phone numbers and e-mails for realization of

communication.

Art.4.1 Determined persons are the following:

For Contractor:	For Principal:
Name:	Name:
Phone number:	Phone number:
E-mail:	E-mail:
Position:	Position:

Art.5 Contractor guarantees that it will perform Tests in a reliable and professional way in compliance with good practices in this field and will put maximum efforts not to change apps, data, programs or components of network, or computer system of Principal.

Art.6 Contractor does not guarantee explicitly that if there are not any vulnerabilities found during Tests, system of Principal is protected from any types of attacks which exist and can be used.

Art.7 Contractor is not entitled to process in any way information which it was aware of during Tests. It can be used only for the purpose of drawing up Auditor's Report.

Art.8 Contractor undertakes to destroy all information which it was aware of during Tests immediately after their completion and after preparation of Auditor's Report.

Art.9 Report from performed audit shall be kept by Contractor 5 (five) years after the date of handing over to Principal by Handover Protocol. After expiration of this period, Contractor deletes Report from its archives.

Art.10 At receipt of request to Contractor for disclosure of information from Auditor's Report, by a person different from Principal, Principal's permit certified by Notary Public needs to be explicitly provided.

RIGHTS AND OBLIGATIONS OF PRINCIPAL

Art.11 Principal guarantees that it has legal right to put information systems specified in Art. 3.1 for performance of Tests. In case that Principal is not the owner of information systems, it needs to present explicit permit for performance of Tests, provided to it by the legal owner.

Art.12 Principal is not entitled to seek responsibility from Contractor for caused damages from performed Tests at data loss or other losses, irrespective of the way they occurred even in the cases when Contractor was informed in advance for possibility of such damages to occur.

Art.13 Principal bears whole responsibility for providing adequate protection and data archiving and/or equipment used in connection with Tests and has no right to file claims against Contractor at loss of data during system restarting, incorrect results, constrained outages or lost profits resulting from Tests.

Art.14 When Tests are registered by firewalls, warning systems, etc., Principal reacts the same way as it would react in case of real security breach in order not to deviate results from test. Principal, anyway, agrees not to report breach to security or state authorities.

Art.15 Principal is entitled to request from Contractor immediately to terminate performance of its systems testing any time in the course of Test, as providing to Contractor appropriate time for their continuation within 1 (one) month.

Art.16 Principal undertakes to pay Contractor total remuneration amounting to.....
VAT excl., as payment shall be performed in the following way:
- amount 50% of value – upon signing of this Agreement
- remaining part 50% of remuneration – after providing final Report from made check to Principal.

GENERAL TERMS AND CONDITIONS

Art.17 Agreement can be terminated under the following conditions:
- By expiry of its term.
- By handing over Report for performed services, by Hand-over Protocol.
- By mutual consent between Parties expressed in writing.

Art.18 Any Party can terminate Agreement by one-month notice sent in writing to other Party to mailing addresses.

Art.19 In cases when Agreement shall be terminated on the part of Contractor, the latter undertakes to refund respective part of the amount paid in advance by Principal to Principal’s account.

Art.20 In cases when Agreement is terminated unilaterally on the part of Principal, the amount initially paid under Agreement is not subject to refunding on the part of Contractor, also the latter does not undertake to provide result from Tests performed by the moment of termination.

Art.21 All disputes which can arise in connection with performance of this Agreement shall be settled by negotiations. If it turns out impossible, all disputes and disagreements shall be settled and interpreted in accordance with, English Law.

Art.22 This Agreement can be amended only by additional agreements prepared in writing and signed by both Parties.

IN WITNESS whereof this agreement has been executed by the parties hereto as a Deed and delivered on the day and year hereinbefore written

SIGNED By

Name:
Date:
Duly authorised for and on behalf of

SIGNED By

Name:
Date:
Duly authorised for and on behalf of