

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into as of the Effective Date set forth below, by and between:

Effective Date: [Document.CreatedDate]

IntegSec LLC (and its affiliates), with registered address at 5305 Limestone Rd Suite 200, Wilmington, DE 19808 (“IntegSec”), and

Counterparty Name: [Client.Company]

Registered Address: [Client.StreetAddress], [Client.City], [Client.State] [Client.PostalCode]

(the “Counterparty”).

IntegSec and the Counterparty are each referred to as a “Party” and collectively as the “Parties.”

1. Purpose

The Parties wish to explore and/or engage in a business relationship involving cybersecurity professional services, including penetration testing, red teaming, and related security assessments (the “Purpose”). In connection with the Purpose, each Party may disclose Confidential Information to the other Party.

2. Definition of Confidential Information

2.1 “Confidential Information” means all non-public information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether in written, oral, electronic, or other form, that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure.

2.2 Confidential Information includes, without limitation:

- (a) Business information: business plans, financial data, customer lists, pricing, and strategies;
- (b) Technical information: system architectures, network diagrams, configurations, source code, APIs, and infrastructure details;
- (c) Security assessment information: vulnerability findings, penetration testing reports, exploit techniques, security posture assessments, remediation recommendations, and risk ratings;

(d) Credentials and access information: passwords, API keys, certificates, tokens, and any access credentials shared for the purpose of security testing; and

(e) Personal and regulated data: any personally identifiable information (PII), protected health information (PHI), or payment card data encountered during the course of engagement.

2.3 Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party prior to disclosure without obligation of confidentiality; (c) is independently developed by the Receiving Party without use of the Confidential Information; or (d) is rightfully received from a third party without restriction on disclosure.

3. Obligations of the Receiving Party

3.1 The Receiving Party will: (a) use the Confidential Information solely for the Purpose; (b) protect it with at least the same degree of care used for its own confidential information (but not less than reasonable care); and (c) restrict access to personnel with a need-to-know who are bound by confidentiality obligations at least as protective as those in this Agreement.

3.2 IntegSec will not use vulnerability findings or security assessment data from one client's engagement to benefit another client or any third party.

3.3 Neither Party will disclose vulnerability findings, security assessment reports, or details of the other Party's security posture to any third party, vulnerability database, bug bounty platform, security conference, or public forum without the prior written consent of the Disclosing Party.

3.4 Nothing in this Agreement restricts either Party's use of Residuals. "Residuals" means general knowledge, ideas, concepts, know-how, techniques, and experience retained in the unaided memory of personnel who have had access to the other Party's Confidential Information. This Section does not permit: (a) the disclosure or reproduction of specific documents, source code, configurations, or security findings of the other Party; or (b) the intentional memorization of Confidential Information for the purpose of circumventing this Agreement's confidentiality obligations.

4. Permitted Disclosures

4.1 The Receiving Party may disclose Confidential Information to its employees, contractors, and professional advisors who are bound by confidentiality obligations consistent with this Agreement and who have a need-to-know for the Purpose.

4.2 If compelled by law, regulation, or court order to disclose Confidential Information, the Receiving Party will provide the Disclosing Party with prompt written notice (where legally permitted) and cooperate to limit the scope of disclosure.

5. Data Return and Destruction

5.1 Upon termination of this Agreement or at the Disclosing Party's written request, the Receiving Party will promptly return or securely destroy all Confidential Information, including all copies, notes, and derivatives.

5.2 IntegSec will securely destroy all testing artifacts, captured credentials, and raw assessment data once no longer required for the engagement. Final reports may be retained for up to eighteen (18) months for legal and compliance purposes, after which they will be securely destroyed.

5.3 Written certification of data destruction may be requested under the applicable service agreement.

6. Term

6.1 This Agreement is effective from the Effective Date and continues for a period of two (2) years, unless terminated earlier by either Party with 30 days' written notice.

6.2 Confidentiality obligations survive termination for a period of five (5) years. Obligations regarding trade secrets survive for as long as the information qualifies as a trade secret under applicable law.

7. Remedies

Each Party acknowledges that a breach of this Agreement may cause irreparable harm for which monetary damages would be an insufficient remedy. The Disclosing Party is entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity, without the requirement to post bond.

8. Limitation of Liability

Except for injunctive relief under Section 7, each Party's total liability for breach of this Agreement shall not exceed the total fees paid or payable under any related service agreement between the Parties, or if no service agreement exists, \$100,000. This limitation does not apply to claims for misappropriation of trade secrets under the Defend Trade Secrets Act (18 U.S.C. § 1836). Neither Party is liable for indirect, consequential, punitive, or special damages (including lost profits), even if advised of the possibility.

9. No Warranty or Obligation

9.1 All Confidential Information is provided "AS IS." The Disclosing Party makes no warranties regarding the accuracy or completeness of its Confidential Information.

9.2 This Agreement does not obligate either Party to enter into any further agreement, transaction, or engagement.

10. Indemnification

Each Party will indemnify, defend, and hold harmless the other Party from claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from the indemnifying Party's material breach of this Agreement.

11. General Provisions

11.1 Governing Law: This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

11.2 Entire Agreement: This is the full agreement regarding confidentiality; amendments must be written and signed.

11.3 Severability: Invalid provisions do not affect the rest.

11.4 Assignment: No assignment without prior written consent, except that IntegSec may freely assign this Agreement in connection with a merger, acquisition, or sale of substantially all of its assets. If the other Party undergoes a change of control, IntegSec may terminate this Agreement upon 30 days' written notice.

11.5 Notices: All notices under this Agreement shall be in writing and sent to the addresses above (or updated in writing).

11.6 Force Majeure: Neither Party shall be liable for delays or failures due to events beyond reasonable control (e.g., natural disasters, pandemics, war, terrorism, government actions, cyberattacks, internet or infrastructure outages).

11.7 Counterparts and Electronic Signatures: This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement. Electronic signatures shall be deemed original signatures for all purposes.

11.8 Dispute Resolution: Disputes unresolved informally within 30 days go to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA), administered in Wilmington, Delaware (or by video conference if mutually agreed), except that either Party may pursue claims of \$25,000 or less in the state or federal courts located in the State of Delaware. The prevailing Party recovers reasonable attorneys' fees and costs. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction as provided in Section 7, without first submitting to arbitration.

11.9 Limitation Period: Any claim arising under or related to this Agreement must be commenced within two (2) years after the claimant knew or reasonably should have known of the facts giving rise to the claim, regardless of the form of action. This limitation applies to the fullest extent permitted by applicable law.

11.10 Anti-Assignment of Claims: Neither Party may assign, transfer, or delegate any claims, causes of action, or rights to recover damages arising under this Agreement to any third party without the other Party's prior written consent.

11.11 No Third-Party Beneficiaries: This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement confers any rights or remedies on any third party.

11.12 Waiver: No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right shall operate as a waiver thereof.

11.13 JURY TRIAL WAIVER: EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

IntegSec LLC

By: _____

Name: Michel Chamberland

Title: Founder and CEO

Counterparty

By: _____

Name: [Client.FirstName] [Client.LastName]

Title: [Client.Title]

Email: [Client.Email]

Company: [Client.Company]
