

NON-DISCLOSURE AGREEMENT

Agreement No. ____ | Date: «__» _____ 202__

1. PARTIES

Disclosing Party (Client):

Company Name: [_____]

Incorporated in: England and
Wales

Company No.: [_____]

Registered Address:

[_____]

Represented by: *[Name, Title]*

Receiving Party (Provider):

Company Name: Curly's

Technology Tmi

Incorporated in: Finland

Business ID: FI31760109

Registered Address:

Topeliuksenkatu 19 A35, 00250

Helsinki, Finland

Phone: +358 040 626 4009

Represented by: Artem

Naumenko, CEO

2. PURPOSE

This Non-Disclosure Agreement ("Agreement") is entered into in connection with the Receiving Party providing penetration testing and security assessment services to the Disclosing Party ("Purpose"). The parties wish to protect confidential information exchanged in the course of this engagement.

3. DEFINITION OF CONFIDENTIAL INFORMATION

3.1. "Confidential Information" means any information disclosed by the Disclosing Party to the Receiving Party, whether orally, in writing, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential, including but not limited to:

1. Technical information: source code, system architecture, network diagrams, IP addresses, credentials, infrastructure details;
2. Security information: existing vulnerabilities, security policies, incident history, audit results;
3. Business information: customer data, commercial terms, business strategies;

4. The existence, terms, and results of any penetration testing engagement between the parties.

3.2. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was already known to the Receiving Party prior to disclosure; (c) is independently developed without use of Confidential Information; (d) is required to be disclosed by law or court order, provided the Receiving Party gives prompt prior written notice.

4. OBLIGATIONS OF RECEIVING PARTY

4.1. The Receiving Party agrees to:

1. Hold all Confidential Information in strict confidence using no less than reasonable care;
2. Not disclose Confidential Information to any third party without prior written consent of the Disclosing Party;
3. Use Confidential Information solely for the Purpose defined in Section 2;
4. Limit access to Confidential Information to personnel who have a need to know and who are bound by written confidentiality obligations no less restrictive than this Agreement;
5. Promptly notify the Disclosing Party upon becoming aware of any unauthorised disclosure or use of Confidential Information.

5. SECURITY OF FINDINGS

5.1. Any vulnerability findings, proof-of-concept code, exploit details, or test results ("Findings") are considered Confidential Information of the highest sensitivity.

5.2. The Receiving Party shall not retain Findings beyond 90 days after delivery of the final report, unless otherwise agreed in writing.

5.3. The Receiving Party shall not use Findings for any purpose other than preparing the deliverable report for the Disclosing Party.

6. PERSONAL DATA

6.1. To the extent Confidential Information includes personal data of the Disclosing Party's customers or employees, the Receiving Party acknowledges that it acts as a data processor under the UK GDPR and

agrees to process such data only on documented instructions from the Disclosing Party.

6.2. The Receiving Party shall not access, copy, or store any live personal data beyond what is strictly necessary to demonstrate the existence of a vulnerability.

7. TERM

7.1. This Agreement shall remain in effect for the duration of the engagement and for a period of **3 (three) years** thereafter.

7.2. Obligations regarding Findings classified as Critical or High severity shall survive indefinitely.

8. RETURN OR DESTRUCTION OF INFORMATION

8.1. Upon written request by the Disclosing Party, or upon termination of the engagement, the Receiving Party shall promptly return or securely destroy all Confidential Information and certify such destruction in writing.

9. NO LICENCE

9.1. Nothing in this Agreement grants the Receiving Party any licence, right, title or interest in the Confidential Information beyond what is necessary to perform the Purpose.

10. GOVERNING LAW AND JURISDICTION

10.1. This Agreement shall be governed by and construed in accordance with the **laws of England and Wales**.

10.2. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the **courts of England and Wales**.

11. GENERAL

11.1. This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior understandings on the subject.

11.2. This Agreement may be executed electronically (DocuSign, Adobe Sign) with full legal effect under the Electronic Communications Act 2000 (UK).

11.3. Any amendment must be in writing and signed by both parties.

SIGNATURES

Disclosing Party (Client)

Name:

Title:

Date:

Signature:

Receiving Party (Provider)

Name: Artem Naumenko
Title: CEO, Curly's Technology
Tmi
Date:

Signature:
