



Penetration Testing Authorisation

SynAck Solutions Pty Ltd (ABN 88 667 784 956) and The Client have agreed to the following terms and conditions regarding the security assessment to be performed by SynAck Solutions.

1. SynAck Solutions will conduct a Security Assessment, comprising partially automated and manual testing aimed at identifying security vulnerabilities and software or infrastructure configuration weaknesses, on one or more computer systems, applications, or environments owned and/or operated by The Client (referred to as the "Assessment").
2. The details of The Client's target IP addresses, ranges, URLs, applications, or any other resources to be tested (referred to as the "Scope") are provided in Annex 1 of this document.
3. SynAck Solutions is authorised by The Client to conduct the Assessment only on the dates and within the time windows specified in Annex 2 of this agreement (referred to as the "Testing Window").
4. SynAck Solutions and The Client will maintain communication via agreed mobile phone numbers and email addresses throughout the duration of the Assessment.
5. At any time during the Assessment, The Client may request SynAck Solutions to immediately cease all testing activities. SynAck Solutions will provide a dedicated mobile phone number that will remain available at all times during the Testing Window for this purpose.
6. SynAck Solutions guarantees that it will conduct the Assessment in a responsible and professional manner in accordance with industry best practices, including but not limited to the Penetration Testing Execution Standard (PTES) and the OWASP Testing Guide where applicable. SynAck Solutions will use its best efforts to avoid altering, amending, or causing damage to any applications, data, programs, or components of The Client's network or computer systems, including hardware and software.
7. SynAck Solutions does not provide any implied or express guarantee that the results of the Assessment will ensure that The Client's network, applications, or infrastructure are secure from every attack vector. Information security is a continually evolving discipline, and no single assessment can identify all possible vulnerabilities or guarantee immunity from future threats.
8. The Client hereby warrants that it has the legal right to subject the designated systems to the aforementioned Security Assessment. If The Client is not the owner of any system within the Scope, The Client confirms that it has obtained written authorisation from the legal owner to include such systems in the Assessment.
9. The Client shall not hold SynAck Solutions liable for any indirect, punitive, special, incidental, or consequential damages arising from the Assessment, whether in contract, tort, or otherwise, even if SynAck Solutions has been previously advised of the possibility of such damages. SynAck Solutions' total aggregate liability under this agreement shall not exceed the fees paid by The Client for the Assessment.
10. The Client is solely responsible for the adequate protection and backup of data and equipment used in connection with the Assessment. The Client shall not make any claim against SynAck Solutions for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the Assessment.



Confidentiality

11. SynAck Solutions shall not disclose any information disclosed between the parties in relation to the Assessment. All results, findings, and related materials are confidential and will be treated as such.
12. Confidential information may only be used for the purpose of the Assessment. If disclosure to a third party is necessary, the party wishing to disclose the information must obtain prior written authorisation from the other party.
13. All confidential material stored by SynAck Solutions or its representatives will be securely destroyed within 90 days of the Assessment's completion, except for information necessary for drafting the assessment reports. The remaining information will be securely destroyed once the final report has been delivered to The Client.
14. SynAck Solutions will handle all personal information collected during the Assessment in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).

Detection and Response

15. The Client agrees to respond in a normal fashion when it detects assessment activity in its firewall logs, alert systems, or security monitoring platforms, as it would in the case of a genuine security incident. However, The Client agrees not to notify law enforcement or public authorities regarding the Assessment, provided that SynAck Solutions and its representatives comply with the terms of this agreement.

General Provisions

16. SynAck Solutions maintains professional indemnity insurance and public liability insurance appropriate to the nature and scope of the services provided under this agreement.
17. This agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the non-exclusive jurisdiction of the courts of the relevant Australian state or territory.
18. If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
19. No amendment or variation of this agreement shall be effective unless made in writing and signed by both parties.
20. This agreement, together with any Statement of Work and the annexes hereto, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements relating to the subject matter hereof.



Annex 1 — Scope of Assessment

The Client authorises SynAck Solutions to perform the agreed security assessment necessary to evaluate the security of the following computer network resources, applications, or environments:

(IP addresses, ranges, URLs, applications, or any other resources within scope)

.....

.....

.....

.....

Annex 2 — Testing Window

SynAck Solutions is authorised by The Client to perform the Assessment on the following dates and within the following time windows only:

.....

.....

.....

Signatures

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

SynAck Solutions Pty Ltd (ABN 88 667 784 956), an Australian company, hereafter referred to as “SynAck”;

and,

..... (Company Legal Name),

located at (Address), (Country); represented by

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

SynAck Solutions

Name:

Title:

Date:

Signature:

The Client

Name:

Title:

Date:

Signature: