

ADDITIONAL TERMS AND CONDITIONS

PENETRATION TESTING & RED TEAMING CYBER SERVICES

These are additional terms and conditions that apply when you (“Client”) contract with Australian Client Services Pty Ltd trading as WHITE ROOK Cyber (ABN 59160395479) (“WHITE ROOK”) to provide penetration testing services or Red Team full adversary simulation services (“Services”) to you (“Client”).

24.3 Pen Testing Services and Red Team Adversary Simulation Services

If the Services include penetration testing services or Red Team adversary simulation services, then this clause applies.

- (a) For Red Team adversary simulation services, WHITE ROOK will engage a team to employ a variety of tactics, techniques and procedures used in real-world attacks to assist Client uncover vulnerabilities, to test security procedures and to identify areas of improvement.
- (b) The Services aim to test and look for a range of issues by way of testing, sampling and probing. WHITE ROOK will develop and implement a reasonable testing strategy. The Client will provide an authorised person to review and approve the testing strategy. That person will not disclose the testing strategy to others within the Client organisation without WHITE ROOK written approval.
- (c) Client acknowledges that the Services may:
 - (i) involve simulating or performing controlled cyberattacks on Client’s systems;
 - (ii) involve deliberate attempts to penetrate the security systems of Client;
 - (iii) involve deliberately allowing unauthorised access to Client’s network or systems for the purpose of analysing threat vectors and origination;
 - (iv) cause instability, down time, breakages and other adverse effects;
 - (v) involve simulating a real-world adversary attack on Client;
 - (vi) test Client’s process and Client’s security operations team’s ability to respond to threats, including advanced threats and unknown threats; and
 - (vii) result in unforeseen outcomes.
- (d) If specified systems or assets are specified in the Statement of Work/Proposal/Quotation as being the subject of the Services, WHITE ROOK may also conduct activities on other systems or assets, for example, a connected system may be relevant to the testing of a specified system. However, subject to clause 1.1(e), WHITE ROOK will not intentionally conduct testing services on any system or asset specified in the Statement of Work/Proposal/Quotation as being “out of bounds” for testing.
- (e) A test launched at a system or asset defined for testing potentially can, unknown to the tester, relay to another system or asset. This can result in the overall effect of the tester having attacked an asset that is connected to an in-scope asset but is out of scope itself.

- (f) Client expressly authorises WHITE ROOK to perform the activities set out in the Statement of Work/ Proposal/Quotation, in any agreed script or testing protocol, and as set out in clauses 1.1(c) to (e).
- (g) Client agrees to have at least one person available during the engagement to restore, as soon as possible, any system or asset that becomes unavailable.
- (h) If any of Client's assets which are to be tested exist within a data centre, Client must seek approval from those data centres prior to testing. WHITE ROOK will not test third party systems without prior authorisation of the owners and operators of such systems.
- (i) The Services are testing services and do not involve fixing issues raised. Penetration testing services and Red Team services are not security services and do not implement any security measures and are not designed to prevent security breaches or cyberattacks.
- (j) The Services may not cover every possible way a third party could breach Client's security measures or gain unauthorised access to Client's systems.
- (k) Client releases WHITE ROOK and WHITE ROOK Personnel from, and indemnifies WHITE ROOK and WHITE ROOK Personnel for, any Loss suffered during the testing process.
- (l) If requested by WHITE ROOK, Client will provide WHITE ROOK and WHITE ROOK Personnel with appropriate letters of authorisation for the performance of the Services. Client will not report WHITE ROOK or WHITE ROOK Personnel to law enforcement for carrying out the Services and will cooperate with law enforcement if required and certify that WHITE ROOK and WHITE ROOK Personnel were authorised to carry out all the activities carried out in accordance with this Agreement.

24.4 Testing of a Third Party

If the Client requests testing of, or on behalf of, a third party, it:

- a) Warrants that it has the written authority of the third party to conduct such testing;
- b) Warrants that is authorised in writing by the third party to receive the results of such testing;
- c) Must indemnify us against any claims by the third party arising from the release of any information derived from such testing; and
- d) Acknowledges that we have relied upon the warranties and indemnities contained in this clause.