

# BitReverse

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65123

Ak. Zabolotnogo str. 38  
Odessa, Ukraine

<http://bitreverse.org>

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## CONTRACT FOR SECURITY AUDIT SERVICES

Owner of the web resource (SITE) acting as client (CLIENT), has determined that the services described below in the paragraph entitled "Scope of Service" should be purchased, and Name of CPA firm (AUDITOR) proposes to provide those services;

### 1. SCOPE OF SERVICE

AUDITOR, in exchange for the compensation paid by the CLIENT under this contract, hereby agrees to provide the following services: AUDITOR agrees to provide an automated security audit of the SITE, herein referred to as the CLIENT. The required audit function is to express an opinion on the security and the stability of the CLIENT's target SITE against potential web threat, and to determine the CLIENT's compliance with security standards. The request for proposal (RFP) issued {%DATE%} and the actual proposal from AUDITOR, with appropriate addenda and terms, are by reference incorporated herein and made a part of this agreement. In the event of conflict between this contract and the actual proposal from AUDITOR, this contract governs the matter. The CLIENT retains primary responsibility for properly recording transactions in the records, and for preparing reliable security statements.

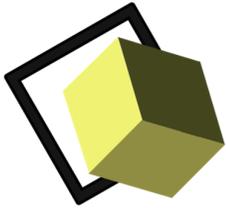
### 2. ORDER OF INTERPRETATION

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this agreement, the documents must control in this order of precedence: First – the terms of this agreement, as may be amended; Second – the CLIENT's RFP; and Third – the AUDITOR's proposal.

### 3. TERM OF CONTRACT

The period of performance of this contract begins {%DATE%} and continues until the performance promised by AUDITOR is completed. At the end of the period, AUDITOR must provide security audit report of SITE to the CLIENT.

### 4. SECURITY AUDIT REPORT



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Security audit may contain following information filled by AUDITOR for each discovered vulnerability:

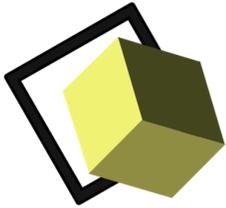
- a. Vulnerability classification by OWASP TOP 10 standard;
- b. Vulnerability type;
- c. Prerequisites conditions;
- d. URL with arguments where vulnerability persists or steps to reproduce;
- e. Vulnerability detailed description;
- f. Risk analysis.

## 5. COMPENSATION

In full consideration of AUDITOR's service under this contract, the CLIENT shall, pursuant to {%BILL%}, make payment to AUDITOR in accordance with the RFP and proposal submitted by AUDITOR.

## 6. TERMINATION OF CONTRACT

- a. Termination without cause. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. Termination for lack of funding or authority. The CLIENT may terminate this contract effective upon delivery of written notice to the AUDITOR, or on any later date stated in the notice, under any of the following conditions:
  - i. If federal or state laws or rules are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - ii. If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.



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Any termination of this contract under this subsection will be without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- c. Termination for cause. The CLIENT by written notice of default (including breach of contract) to the AUDITOR may terminate the whole or any part of this contract:
- i. If the AUDITOR fails to provide services called for by this contract within the time specified or any extension agreed to by the CLIENT; or
  - ii. If the AUDITOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CLIENT, fails to correct such failures within ten days or such longer period as the CLIENT may authorize.

The rights and remedies of the CLIENT provided in the above clause related to defaults (including breach of contract) by the AUDITOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

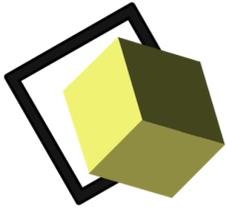
## 7. FORCE MAJEURE

AUDITOR shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond the AUDITOR's reasonable control and the AUDITOR gives notice to the CLIENT immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

## 8. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be waived, altered, modified, supplemented, or amended, in any manner, except by written agreement signed by both parties.

## 9. SEVERABILITY



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If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

## 10. ASSIGNMENT AND SUBCONTRACTS

AUDITOR may not assign or otherwise transfer or delegate any right or duty without the express written consent of the CLIENT. However, the AUDITOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. AUDITOR agrees to be solely responsible for the performance of any subcontractor. AUDITOR shall not have the authority to contract for or incur obligations on behalf of the CLIENT.

## 11. NOTICE

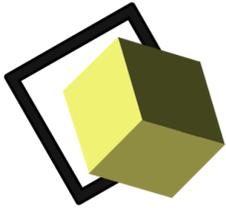
All notices or other communications which are required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses: {%ADDRESSES%}

## 12. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the country Ukraine. Any action commenced to enforce this contract must be brought and solely litigate in the Court of Ukraine.

## 13. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

AUDITOR shall promptly notify CLIENT of all potential claims which arise from or result from this contract. AUDITOR shall also take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to the CLIENT the opportunity to review and inspect the evidence, including the scene of an accident.



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#### 14. INDEMNITY

AUDITOR and CLIENT each agrees to assume its own liability for any claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

#### 15. ATTORNEY FEES

In the event a lawsuit is instituted on behalf of the CLIENT to obtain performance due of any kind under this contract, and the CLIENT is the prevailing party, AUDITOR shall pay the CLIENT's reasonable attorney fees and costs in connection with the lawsuit.

#### 16. ALTERNATIVE DISPUTE RESOLUTION

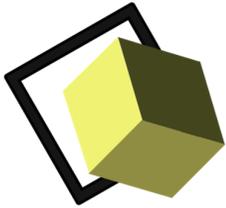
The CLIENT does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to legal action to enforce available remedies.

#### 17. CONFIDENTIALITY

AUDITOR agrees not to use or disclose any information it receives from the CLIENT under this contract which the CLIENT has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the CLIENT. The CLIENT agrees not to disclose any information it receives from AUDITOR which the AUDITOR has previously identified as confidential and which the CLIENT determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the Ukrainian laws. The duty of CLIENT and AUDITOR to maintain confidentiality of information under this section continues beyond the term of this contract, including any extensions or renewals.

#### 18. COMPLIANCE WITH PUBLIC RECORDS LAW

AUDITOR understands that, except for disclosures prohibited in Section 15, the CLIENT must disclose to the public upon request any records it receives from AUDITOR under this contract.



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AUDITOR further understands that any records which are obtained or generated by the AUDITOR under this contract, except for records that are confidential under Section 17, may be open to the public upon request under the Ukrainian laws. AUDITOR agrees to contact the CLIENT immediately upon receiving a request for information under the open records law and to comply with the CLIENT's instructions on how to respond to the request.

## 19. INDEPENDENT ENTITY

AUDITOR shall perform as an independent entity under this contract and not as an employee of the CLIENT for any purpose. AUDITOR will retain sole and absolute discretion in the manner and means of carrying out the AUDITOR's activities and responsibilities under this contract, except to the extent specified in this contract.

## 20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

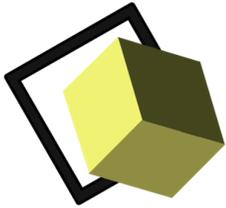
AUDITOR agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. AUDITOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. AUDITOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

## 21. PREPAYMENT

The CLIENT will not make any advance payments before performance by the AUDITOR under this contract.

## 22. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by all parties.



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AUDITOR\_\_\_\_\_

BY: Auditor's Name

ITS: Auditor's Title

DATE:\_\_\_\_\_

CLIENT\_\_\_\_\_

BY: {%NAME%}

DATE:\_\_\_\_\_