



TERMS AND CONDITIONS

Independence and Confidentiality

We adhere to the strict ethical rules of our profession. In all aspects of our practice, we maintain a strict standard of confidentiality towards information obtained while carrying out our professional duties. We also maintain complete independence of interest and mental attitude in our relationships with clients.

During the term of this engagement, and after its termination for any reason, neither party (including its employees and agents) shall directly or indirectly disclose, disseminate, or otherwise divulge to any third party any of the other party's confidential information.

For the purpose of this proposal, "confidential information" means each party's business, financial, or technical information whether oral, audio, visual, written, or in any other form including, but not limited to, the terms and conditions of this proposal, or any other information that by its nature is considered proprietary and confidential.

Each party shall keep the other's confidential information using the same degree of care it uses to protect its own confidential or proprietary information, and in any event no less than reasonable care. Each party agrees not to use or disclose such confidential information to any person, or for any purpose, except as necessary to perform its obligations under this engagement, unless it has received the other party's prior written consent for any other use or disclosure. Each party shall immediately notify the other if it becomes aware of, or suspects, unauthorised disclosure of any confidential information, and shall assist the other party with any investigation related to such disclosure.

Each party agrees not to use, copy, transfer, or destroy any confidential information other than as may be necessary in the course of performing its obligations under this engagement, without the other party's prior written consent, and shall take all reasonable precautions to prevent inadvertent use, copying, transfer, or destruction of confidential information.

This confidentiality obligation does not apply to information that (i) is available to the public or in the public domain at the time of disclosure or use, without breach of this proposal; (ii) is required to be disclosed by applicable Namibian law, regulation, governmental body, or authority, or by court order; or (iii) is disclosed to a Namibian court determining the rights of the parties under this proposal provided that, before disclosure under (ii) or (iii), notice is given to the other party and that party is given a reasonable opportunity to dispute the requirement.



Each party acknowledges that all confidential information of the other party remains that party's property. For as long as it is in possession, custody, or control of the other party's confidential information, each party shall:

- Use adequate physical, organisational, and technological security measures to protect confidential information against loss, theft, and unauthorised access, disclosure, copying, use, or modification, and otherwise as may be specified by the other party under this clause;
- Immediately inform the other party of (i) any loss, theft, or accidental or unauthorised access, disclosure, copying, use, or modification of confidential information, and (ii) any disclosure made or proposed to be made that is required by law, unless notifying the other party is itself prohibited by applicable law;
- On termination of this engagement, or on request by the other party whichever comes first immediately return or, at the other party's direction, securely dispose of all confidential information, using adequate physical, organisational, and technological security measures throughout;
- Designate an individual responsible for handling all aspects of its obligations relating to confidential information, and promptly communicate that individual's name and contact details, and any changes, to the other party;
- On reasonable written notice and during normal business hours, permit the other party (or its designee) to inspect confidential information in its custody and to audit compliance with the obligations in this clause, including the security measures used to protect confidential information and permit entry to its premises for that purpose, responding promptly to reasonable inquiries; and
- Not subcontract, assign, or delegate its obligations relating to the collection, use, disclosure, handling, or processing of confidential information under this engagement without the other party's written consent, and without obtaining written contractual commitments from the subcontractor, assignee, or delegate that are substantially the same as those in this clause.



OBSIDIAN SHIELD

OBSIDIAN SHIELD CYBERSECURITY (PROPRIETARY) LIMITED
Unit 5, Alexandra Courts, Wecke Street.
P.O.Box 24856
Windhoek, Namibia
Contact no: +264 81 728 4588
Email: info@obsidian-shield.com
Registration no: 2025/1859

Validation and Right to Refuse

Obsidian Shield Cybersecurity reserves the right to validate any information or details submitted as part of the assessment process. Obsidian Shield Cybersecurity further reserves the right, at its sole discretion, to refuse or withdraw any requested assessment, or to withhold the release of any observable findings, if the information provided is found to be incomplete, inaccurate, misleading, or otherwise non-compliant with Obsidian Shield Cybersecurity's internal governance and verification standards.

Governing Law and Jurisdiction

This engagement, and these terms and conditions, are governed by the laws of the Republic of Namibia. The parties submit to the non-exclusive jurisdiction of the Namibian courts for any dispute arising out of or in connection with this engagement, without prejudice to either party's right to seek interim relief in any other jurisdiction where necessary to protect its confidential information or intellectual property.