

YOU WERE PRESENTED WITH THIS AGREEMENT AT THE TIME OF REGISTRATION IN THE APPLICATION AGREEMENT. YOU MUST READ AND AGREE TO THE FOLLOWING TERMS BEFORE YOU ARE ALLOWED TO TAKE THIS EXAMINATION!

This (ISC)², Inc. Non-Disclosure Agreement (the “Agreement”) is between You and International Information System Security Certification Consortium, Inc. (“(ISC)²”) and sets forth the terms and conditions of you being allowed to take the following examination.

The examination (the “Exam”) and any questions, answers, worksheets, diagrams, examples, drawings, the length and/or number of Exam segments and/or questions, or any communication, including verbal, written, or digital communications by any party, regarding or related to the Exam, the identity of other Exam takers (collectively and any derivatives referred to as the “Exam Materials”) and any other information disclosed to you during the Exam is considered confidential information. **BY TAKING THE EXAMINATION, YOU ARE AFFIRMING BY YOUR ACTIONS THAT YOU UNDERSTAND THE TERMS HEREIN AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO TAKE THE EXAM. You will be asked to leave the exam site. You will not obtain certification and may not use any certification mark. Because you were presented with these terms at the time of application and the decision to proceed was made by you, your Exam Application fee will **NOT** be refunded.

You understand, acknowledge and agree:

1. That (ISC)² has spent, and continues to spend, substantial sums in developing, keeping current, and administering its Exam Materials and carefully guards their integrity and confidentiality;
2. That the Exam Materials are the exclusive and confidential property of (ISC)² and are protected by (ISC)²'s intellectual property rights;
3. That You shall not sell, license, distribute, exchange, publish, give away, disclose or discuss the Exam, questions, answers, Exam Materials, or any other information disclosed to You during the Exam without prior written approval of (ISC)²;
4. Not to remove from the examination room any Exam Materials of any kind provided to you or any other material related to the Exam, including, without limitation, any notes you may have written;
5. Not to copy or attempt to copy any Exam Material;
6. Not to talk with other examinees or behave in a rude or disruptive manner during the Examination;
7. You will not cheat, attempt to cheat, or otherwise attempt in any way to falsely enhance your score;
8. (ISC)² reserves the right, in its sole discretion, to cancel or invalidate any examination score if there is any reason to question its validity.
9. (ISC)², or its designated agents, have the right to research Exam results and Exam data for Exam fraud and Exam Irregularities
10. You have met the requisite standards to take this Examination.

You agree that your obligations under this Agreement shall continue in effect after the Examination and, if applicable, after termination of your Certification, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary.

Violation of any of these provisions will cause irreparable harm to (ISC)² for which monetary remedies may be inadequate and that (ISC)² may take all appropriate actions to remedy or prevent such disclosure or misuse, including, without limitation, obtaining an immediate injunction without being required to post bond. Furthermore, any violation of these provisions may result in the immediate and permanent termination of your Exam score or Certification. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by you. This Agreement shall be construed in accordance with the laws of the State of Florida, except for its choice of law rules. This Agreement is supplemental to, and integrated with, the (ISC)² Examination Agreement.

BY TAKING THE EXAMINATION I AM AGREEING THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND ACCEPT THE OBLIGATIONS IMPOSED UPON ME. NO PROMISES, THREATS, OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO ENTER INTO THIS AGREEMENT. I ACCEPT THIS AGREEMENT VOLUNTARILY AND FREELY.