

PAPER-BASED TESTING CANDIDATE EXAMINATION AGREEMENT

READ THIS EXAMINATION AGREEMENT ("AGREEMENT") BEFORE PROCEEDING WITH THE (ISC)² EXAM AND CERTIFICATION PROCESS. BY TAKING THE EXAMINATION, I AM AGREEING THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND ACCEPT THE OBLIGATIONS

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INTERNATIONAL INFORMATION SYSTEM SECURITY CERTIFICATION CONSORTIUM, INC. ("(ISC)²"). BY ACCEPTING THIS AGREEMENT, YOU HEREBY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN YOUR PARTICIPATION IN THE (ISC)² CERTIFICATION PROGRAM AND TEST ADMINISTRATION ("PROGRAM"). THE "EFFECTIVE DATE" OF THIS AGREEMENT SHALL BE THE DATE OF YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED HEREIN, THEN DO NOT ACCEPT THESE TERMS AND DO NOT CONTINUE WITH THE EXAMINATION AND CERTIFICATION PROCESS. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT YOU WILL BE ASKED TO LEAVE BEFORE THE EXAM CAN COMMENCE. YOU WILL NOT OBTAIN CERTIFICATION AND MAY NOT USE ANY CERTIFICATION MARK. Because you were presented with these terms at the time of exam scheduling and the decision to proceed was made by you, your Exam Application fee will NOT be refunded.

The disclosure to you of this 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 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") is subject to the terms and conditions detailed herein.

1. Terms and Conditions

You understand, acknowledge and agree:

- a) You must present acceptable photo identification for admission to the test center.
- b) You must agree to the terms and conditions in the (ISC)² Inc. NDA Agreement which is presented at the time of registration and before the exam.
- c) Allowing someone to impersonate you to take an (ISC)² exam, or engaging in impersonation to take an examination for someone else, is strictly prohibited.
- d) The use of phones, recording devices, and any other electronic devices is prohibited.
- e) (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;
- f) The Exam Materials are the exclusive and confidential property of (ISC)² and are protected by (ISC)²'s intellectual property rights;
 - g) (ISC)², or its designated agents, have the right to research Exam results and Exam data to monitor for Exam fraud and Exam Irregularities.
 - h) That you may not disclose the Exam questions or answers or discuss any of the content of the Exam Materials with any person without prior written approval of (ISC)²;
 - i) Not to copy or attempt to copy any Exam Material;
 - j) Not to sell, license, distribute, exchange, give away, comment or discuss the Exam Materials, questions or answers, whether before, during or after the Examination;
 - k) Not to talk with other examinees or behave in a rude or disruptive manner during the Examination;
 - l) Exam Materials are secured before, during, and after the exam. You are prohibited from accessing secured Exam Materials, at any time before or after the exam including any notes you may have written;
 - m) (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;
 - n) Individuals suspected of engaging in criminal activities may be reported to law enforcement agencies;
 - o) To become a certified member, You must complete the endorsement process.
 - p) You have met the requisite standards to take this Exam
 - q) You have read, understand and will comply with all (ISC)² policies, procedures and requirements and any revisions to the conditions governing the (ISC)² Program and (ISC)² membership.

2. Confidentiality

2.1 Confidential Information: You understand, acknowledge and agree that the exams and all information provided to you or obtained by you related to the exams, including, but not limited to, the specific questions and the content, structure, and organization of the tests, shall be deemed to be the confidential information of (ISC)² ("Confidential Information") You are expressly prohibited from disclosing, publishing, reproducing, or transmitting any exam and any related information including, without limitation, questions, answers, worksheets, computations, drawings, diagrams, length or number of exam questions, or any communication, including oral communication regarding or related to the exam, in whole or in part, in any form or by any means, oral or written, electronic or mechanical, for any purpose, without the prior express written permission of (ISC)².

2.2 Your Confidentiality Obligations: You agree that you will, both during and after the term of this Agreement, (a) hold all Confidential Information in

confidence and take all reasonable measure to protect the Confidential Information, (b) make no use of the Confidential Information except as expressly allowed under this Agreement, and (c) not disclose, reproduce, disseminate or transmit in any way any portion of the Confidential Information to any third party in any inform, including without limitation, written, electronic, or verbal.

3. Test Invalidity and Certification Revocation

3.1 Exam Irregularities. (ISC)² exams are intended to be delivered under standardized conditions. If any irregularity is encountered before, during, or after the administration of the exam, (ISC)² will examine the situation and determine whether action is warranted. If (ISC)² determines that any testing irregularity has happened, it may choose not to score the answer documents of the affected test taker(s), or it may choose to cancel the scores of the affected test taker(s). Testing irregularities include, but are not limited to: (1) evidence of prohibited behavior on test day, (2) evidence that a test taker may have falsified his or her identity, (3) impersonation, (4) unusual similarities in the answers of test taker(s) at the same test center, (5) evidence of possible advance access to test content, (6) other indicators that the test scores may not accurately reflect a test taker's level of educational achievement, (7) errors in handling or processing registration records, (8) errors in preparing, handling, shipping, or scoring test materials or answer documents, (9) errors in reporting scores, or (10) evidence of other disruptions or compromises in the testing process.

3.2 Certification and Exam Invalidity or Revocation. (ISC)² may at its sole discretion revoke any and all certifications you may have earned and ban you from earning future (ISC)² certifications, and decline to score or cancel any Exam under any of the following circumstances: (1) You breach any of the terms and conditions of this Agreement. (2) (ISC)² determines, in its sole discretion, that you have undertaken or participated in any action that compromises the integrity and confidentiality of an Exam or certification program, or (3) an Exam Irregularity has been identified in connection with your Exam. (ISC)² will decide which of the following actions to take, and its decisions are final. Such actions may include, but are not limited to: (1) dismiss that person on test day and void the person's answer document, (2) choose not to score the person's answer document, (3) void or cancel the person's score; (4) review a person's exam; (5) revoke a person's certification, (6) prohibit and individual from taking the exam; (7) require you to provide evidence that you personally took an Exam (8) determine that the scores were not affected by the irregularity and take no action, or (9) any other action or combination of actions which (ISC)² deems appropriate. (ISC)² may perform any of these actions whether or not you caused the exam irregularity, benefited from it or engaged in the misconduct. You acknowledge and agree that (ISC)² or its designated