

COVENANT REGARDING PRIVACY AND SECURITY OF INFORMATION

In the course of providing services to you, employees or affiliates of _____ (we”, “us” or “our”) may obtain or be exposed to certain Nonpublic Personal Information concerning one or more of your customers or customers of your customers (collectively, “Customers”). We recognize that our reuse, redisclosure and maintenance of Nonpublic Personal Information is regulated by applicable Privacy Laws, and that such laws may obligate you to demonstrate that we have agreed to protect such information. Therefore, by signing below, we hereby undertake and agree that:

1. We will use the Nonpublic Personal Information only to carry out the purposes(s) for which you have disclosed it to us;
2. We will hold the Nonpublic Personal Information in strict confidence, and safeguard it from unauthorized use or disclosure;
3. We will maintain adequate administrative, technical, and physical safeguards to: (i) ensure the security and confidentiality of Nonpublic Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Nonpublic Personal information; and (iii) protect against unauthorized access to or use of Nonpublic Personal Information which could result in substantial harm or inconvenience to any Customer;
4. We will not further disclose Nonpublic Personal Information, except as may be permitted by applicable Privacy Laws; and
5. On completing the services or functions for which the Nonpublic Personal Information was provided to us, at your request we will return or destroy, at your option, all such information in our possession or control, except to the extent reasonable necessary for our internal records retention and regulatory compliance purposes.
6. If a breach in our security results in an unauthorized intrusion into systems containing information that directly affects the bank’s information or a Customer of the banks information. Vendor agrees to notify the bank of the intrusion within the timeframes established by applicable Federal and State requirements. Vendor will inform the bank of the information compromised and will subsequently report the corrective action that has been taken in response to the event.

As used herein, “Nonpublic Personal Information” has reference to the Gramm-Leach-Bliley Act of 1999, 15 USC 6801 et seq. (“the Act”), and federal and state laws and regulations implementing the Act (collectively, “Privacy Laws”). Nonpublic Personal Information includes any information: (a) provided by a Customer to obtain a financial

product or service primarily for personal, family, or household purposes (“Consumer Transaction”); (b) about a Customer resulting from any such Consumer Transaction; (c) otherwise obtained about a Customer in connection with a Consumer Transaction involving the Customer and (d) any list, description, or other grouping of Customers that is derived using any of the foregoing information that is not publicly available.

This Covenant is additional to, and does not replace, any other nondisclosure agreements or covenants that we may have with you (“Other Nondisclosure Agreements”). In event of conflict with such Other Nondisclosure Agreements, this Covenant will control as to Nonpublic Personal Information. This Covenant will be effective as long as we provide services to you, and may only be amended in a written notice signed by both parties that expressly refers to this Covenant.

By: _____ Dated _____

Name: _____

Title: _____