

This Confidentiality Agreement ("Agreement") is entered into this _____ day of _____, 20____, by and between Equity Services, Inc., located at _____ ("Disclosing Party") and _____, located at _____ ("Receiving Party")

Preliminary Statements

- A. Disclosing Party possesses certain confidential proprietary information, which may become available to the Receiving Party in connection with their business relationship.
- B. Disclosing Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

Agreements

- 1. Confidential Information.** Confidential Information shall mean any information or data in any form which (a) may be disclosed by Disclosing Party or its employees to Receiving Party or (b) which Receiving Party may have access to as a result of or in connection with their business relationship.
- 2. Compliance With Applicable Privacy Laws.** Receiving Party agrees to take any steps necessary to comply with all applicable laws, rules, and regulations (including, without limitation, Securities and Exchange Commission Regulation S-P, the Gramm-Leach-Bliley Act, Massachusetts Standards for the Protection of Personal Information codified at 201 C.M.R. §§ 17.00 et seq, and the Federal Trade Commission Act) protecting the privacy of any consumers' nonpublic personal financial information ("Consumer Information") disclosed to or obtained by Receiving Party from Disclosing Party. Receiving Party agrees not to disclose or use such Consumer Information for any purpose. Receiving Party agrees to adopt policies and procedures that address administrative, technical, and physical safeguards for the protection of Consumer Information. Receiving Party shall disclose to Disclosing Party, within a reasonable time frame, any data loss or disclosure incidents along with incident attributes including but not limited to the date and time of the incident, the scope of Incident (number of records, type of data, systems compromised or impacted), the cause of the underlying incident (if know), planned or enacted remediation activities to reduce risk of recurrence, and full and complete disclosure of data elements involved in disclosure (first name, middle name, last name, social security #, etc.).
- 3. Losses; Remedies.** Receiving Party agrees to indemnify Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of any obligation, representation, or warranty contained in this Agreement, or directly relating to or resulting from any injury, harm, or damage caused by the negligence or willful acts or omissions of the Receiving Party's employees, agents, or contractors, or Receiving Party's failure to comply with all applicable laws and regulations. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, the Receiving Party agrees and consents that in the event of any breach or violation of this Agreement, Disclosing Party shall be entitled to equitable relief, including without limitation injunction and specific performance, without proof of actual damages in order to prevent a continued violation of the terms of this Agreement. Such right of Disclosing Party shall be in addition to remedies otherwise available to Disclosing Party at law or in equity. Receiving Party agrees the Equity Services, Inc., National Life Insurance Company and their affiliates shall be third-party beneficiaries of this Agreement to the extent the Consumer Information relates to clients, policy holders and/or contract holders of those entities.
- 4. Entirety.** This Agreement contains the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all prior agreements and understandings between the parties, and may be amended only by written agreement by the parties.
- 5. Governing Law.** This Agreement and its performance shall be governed by the laws of the State of Vermont.
- 6.** This agreement is signed in advance by ESI, and becomes a binding agreement upon your execution of the agreement without alteration. Accordingly, ESI has not seen, nor has it agreed to, any alterations that have been made to this agreement in its standard form. In the event that any alterations are made to this document after ESI's execution of it, the entire agreement is null and void.

Disclosing Party

Receiving Party

Equity Services Incorporated

By: Ata Azarshahi

By: _____

Name: Ata Azarshahi

Name: _____

Title: President & Chief Executive Officer

Title: _____

Please submit a completed copy to the attention of ESI Compliance in the Home Office