



## FNTG THIRD-PARTY NOTARY CONFIDENTIAL INFORMATION AGREEMENT

Pursuant to the privacy regulations and information security guidelines issued by federal financial regulators pursuant to Title V of the Gramm-Leach-Bliley Act ("GLBA") covered financial institutions and service providers with access to confidential data are required to ensure that all service providers and marketing partners who have access to customer information provide for the confidentiality and security of such information. To enable the Company to demonstrate compliance with the privacy requirements of GLBA, you hereby agree to the following, which will apply to all information and data provided to you in any format by Fidelity National Title Group, any of its Affiliate companies or our customers (collectively the "Company").

As used herein, the term "**Customer Information**" means any "nonpublic personal information" and /or "personally identifiable financial information" about "customers" and "consumer" (as those terms are used in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) provided to you by the Company or otherwise received by you in connection with a Company transaction. "Service Provider" means the party signing this Agreement.

1. Service Provider agrees that, except as may be reasonably necessary in the ordinary course of business to carry out the activities to be performed by Service Provider under its agreement(s) with the Company or as may be required by law or legal process, Service Provider will not disclose any Customer Information to any third party without the written consent of the Company.
2. Service Provider agrees that it will not use any Customer Information other than to carry out the purposes for which such Customer Information was disclosed to Service Provider by the Company unless such other use is (a) expressly permitted by a written agreement executed by the Company, or (b) required by law or legal process.
3. Service Provider agrees to take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all Customer Information to protect against anticipated threats or hazards to the security or integrity of such Customer Information and to protect against unauthorized access to or use of such Customer Information.
4. Throughout the term of the Agreement, Service Provider shall implement and maintain appropriate safeguards, as that term is used in Section 314.49(d) of the FTC Safeguard Rule, 16 C.F.R. Part 314 (the "FTC Rule"), for all Customer Information, as that term is defined in Section 314.2(b) of the FTC Rule, owned by the Company and delivered to the Service Provider pursuant to this Agreement.
5. Service Provider shall notify the Company immediately upon discovering or suspecting any loss, unauthorized disclosure, unauthorized access, or misuse of Customer Information. Such notice shall be in writing unless such writing will cause a delay in notification in which case the initial notification may be oral. Such notice shall be provided to the Company contact or representative that assigned the transaction to Service Provider or as designated in the Company's transmittal instructions provided to Service Provider.

Initial \_\_\_\_\_



6. Service Provider shall not reproduce, store or save any Customer Information in any form except to the extent required by the laws governing the Service Provider's notarial services or as required by any Company instructions provided to Service Provider. To the extent Service Provider retains any Customer Information pursuant to the preceding sentence, such copies will only be retained for as long as required by such law or Company instruction and such information or documents shall remain subject to this Agreement. Upon request Service Provider shall provide the Company with written certification regarding the destruction of Confidential Information.
7. Service Provider agrees that while any Customer Information is in his/her possession or control it will be (i) stored in a physically and logically secured and controlled environment, only accessible by Service Provider and (ii) downloaded only into physically and logically secured and controlled systems only accessible by Service Provider where it will stay encrypted while in storage and in transit.
8. Service Provider agrees to indemnify, defend and hold Company harmless for any security breaches, violations of GLBA or breach of this Agreement caused by Service Provider's negligence, misconduct and/or loss or material alteration of Customer Information.
9. Service Provider represents and warrants that he/she will comply with the laws, regulations and requirements for document retention applicable to the notarial services which Service Provider is providing to or for the Company. Once the required retention period has expired Service Provider represents and warrants that he/she will destroy all Confidential Information and any Company related work product via shredding or other recognized secure disposal means.
10. Service Provider acknowledges that a breach of this Agreement will cause irreparable harm or damage to the Company, its customers or consumers. Service Provider agrees that the Company is entitled to seek injunctive relief for a breach of the Agreement and other relief as may be granted by a court of competent jurisdiction.
11. Service Provider agrees that if any provision of this Agreement is unenforceable or invalid the unenforceability or invalidity shall not render this entire Agreement unenforceable or invalid.

In Witness Whereof, the undersigned Service Provider agrees to all of the terms and provisions of the foregoing Agreement.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Date: \_\_\_\_\_