

SAMPLE CREDIT UNION VENDOR CONFIDENTIALITY AGREEMENT

This agreement is intended as a "sample" or "guide" to help credit unions develop their own customized or individual agreements. However, an agreement that works well for one credit union may not be appropriate for another. Therefore, each credit union should make revisions by deleting or adding language to accommodate their own particular situation regarding technology, personnel, products and services, facilities, and other relevant factors. The credit union's agreements should be reviewed for compliance with applicable rules and regulations from time to time. The League cannot guarantee that a sample agreement is in compliance with the law. The agreement is not intended as legal advice.

VENDOR CONFIDENTIALITY AGREEMENT

[Credit Union Name] ("[Credit Union Acronym]") respects the expectations of its members regarding privacy and confidentiality. Protecting its members' privacy, along with their financial assets, is at the core of [Credit Union Acronym]'s business. In addition, both state and federal law impose on [Credit Union Acronym] an affirmative and continuing obligation to respect the privacy of its members and to protect the security and confidentiality of information concerning its members.

_____ ("Vendor") and [Credit Union Acronym] are entering into a contract to be dated [Date] (the "Contract"). Information concerning [Credit Union Acronym] and its members (the "Information") may be disclosed to Vendor in connection with Vendor's performance of services for or functions on behalf of [Credit Union Acronym] under the Contract.

In consideration of [Credit Union Acronym]'s agreements in the Contract, so that [Credit Union Acronym] will be allowed to provide Vendor with information adhering to the privacy provisions of the Gramm-Leach-Bliley Act, and in consideration of the sums paid to Vendor by [Credit Union Acronym], Vendor and [Credit Union Acronym] agree that the Contract includes this Confidentiality Agreement.

1. Vendor will use the Information only to perform Vendor's obligations under the Contract and will not use the Information for any other purpose.
2. Vendor will protect all Information in the same manner that Vendor protects Vendor's own similar confidential information.
3. Except as and to the extent required by law and as permitted by Paragraph 1 above, Vendor will not disclose or use, and will direct Vendor's directors, officers, employees, agents, consultants, advisors, and other representatives including legal counsel, accountants, and financial advisors ("Representatives"), not to disclose or use any Information and each will limit access to the information only to their Representatives involved in performing Vendor's obligations under the Contract.
4. Vendor's obligations under this Confidentiality Agreement shall be continuous and shall survive any termination of the Contract.
5. [Credit Union Acronym] may make such disclosures regarding the Contract and its provisions of information to Vendor as [Credit Union Acronym] in its sole discretion shall determine.
6. To the extent this Confidentiality Agreement is inconsistent with the Contract, this Agreement shall control. To the extent that regulations promulgated under the Gramm-Leach-Bliley Act require additional or modified confidentiality agreements

between financial institutions and their vendors, Vendor agrees that it will execute such additional or modified agreements.

_____ Credit Union

By:

Signature: _____

[Name]

[Title]

Date: _____

(Vendor)

By:

Signature: _____

[Name]

[Title]

Date: _____

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