

Confidentiality and Non-Disclosure Agreement (Field Representative)

Agreement by the undersigned Field Representative for the benefit of National Creditors Connection, Inc. (NCCI) and its Regional Representatives and its clients.

The Field Representative seeks to perform certain services, including making field contact visits to debtors/consumers, gather consumer information, locating and updating collateral information, field skip tracing, and delivery of directed communications (hereinafter "Services"), on behalf of NCCI, its Regional Representatives, and its clients.

In the course of performing such Services, the Field Representative will be provided and/or will otherwise acquire certain Confidential Information, which will include:

- All "non-public personal information" of consumers as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S.C. Section 6801, *et seq.*) and its implementing regulations (collectively, the "GLB Act"), as the same may be amended from time to time, whether oral, written, via computer disk or electronic media or otherwise.
- All information regarding the operations and procedures of NCCI, its Regional Representatives, and/or its clients.

As a condition of accepting and being compensated for any assignments for Services, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Field Representative hereby agrees to:

- Hold all Confidential Information in confidence and use such information only as reasonably necessary to carry out the assignment of Services.
- Not disclose any Confidential Information to any person except as provided herein, as authorized in writing by NCCI, or as required by law.

Upon the completion and receipt of payment for each assignment for Services, Field Representative shall erase, delete and otherwise destroy any and all copies of "non-public personal information" of consumers. Field Representative further agrees to allow NCCI, its Regional Representative, and its clients the right to conduct a physical inspection of Field Representative's location where Confidential Information is stored or maintained.

Notwithstanding anything to the contrary contained herein, Field Representative may disclose Confidential Information pursuant to a requirement or official request of a governmental agency, a court or administrative subpoena or order, any applicable legislative or regulatory requirement, or in defense of any claim or cause of action asserted against it, provided, however, that it shall use reasonable efforts to first notify NCCI of the anticipated disclosure.

Upon the termination of the services of the Field Representative, or at any other time upon NCCI's request, Field Representative shall promptly return all copies of the Confidential Information, without retaining any copies thereof.

Inasmuch as any breach of this Agreement may result in immediate and irreparable injury, which cannot be sufficiently remedied by money damages, it is recognized and agreed that NCCI shall be entitled for any breach or threatened breach of this Agreement to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law.

This Agreement is not intended to constitute, create, give effect to or otherwise recognize any employment relationship, joint venture, partnership or other form of business organization of any kind.

SO AGREED:

Date: _____