

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“Agreement”) is effective as of the respective effective date(s) of Contract(s), as referenced below, (hereinafter the “Effective Date” of this Agreement) between BXS Insurance and ITS AFFILIATES AND SUBSIDIARIES, (collectively “BXS Insurance”) and Madison County BOS

- A. Madison County BOS and BXS Insurance wish to engage in discussions relative to the formation of a business relationship that will eventually be memorialized in certain contract(s) (the “Contract(s)”), executed by both parties. The Contract(s) may involve the exchange of confidential, nonpublic and/or proprietary information.
- B. The Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended from time to time (the “GLB Act”) and the regulations promulgated thereunder impose certain obligations on financial services institutions with respect to the confidentiality and security of the customer data of such financial services institutions.
- C. The parties wish to enter into this Agreement to provide for, or to supplement the confidentiality obligations of the parties set forth in the Contract(s) [and memorialize any joint marketing relationship between the parties] in order to comply with the GLB Act and the regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, BXS Insurance and Madison County BOS agree as follows:

1. **Confidential Information.**

“Confidential Information” of a party shall mean and include information about hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, research, developments, methods, processes, procedures, improvements, “Know-how”, compilations, market research, marketing techniques and plans, business plans and strategies, customer names and all other information related to customers, including without limitation any “nonpublic personal information” as defined under the GLB Act and regulations promulgated thereunder, price lists, pricing policies and financial information or other business and/or technical information and materials, in oral, demonstrative, written, graphic or machine-readable form, which is unpublished, not available to the general public or trade, and which is maintained as confidential and proprietary information by the disclosing party for regulatory, customer relations, and/or competitive reasons. Confidential Information shall also include such confidential and proprietary information or material belonging to a disclosing party of or to which the other party may obtain knowledge or access through or as a result of the performance of its obligations under the Contract(s). Confidential Information also includes any information described above which the disclosing party has obtained in confidence from another party who treats it as proprietary or designates it as Confidential Information, whether or not owned or developed by the disclosing party.

2. **Exceptions.**

- (a) Notwithstanding anything to the contrary herein, neither party shall have any obligation with respect to any Confidential Information of the other party, or any portion thereof, which the receiving party can establish by competent proof; (i) is or becomes generally known to companies engaged in the same or similar businesses as the parties hereto on a non-confidential basis, through no wrongful act of the receiving party; (ii) is lawfully obtained by the receiving party from a third party which has no obligation to maintain the information as confidential and which provides it to the receiving party without any obligation to maintain the information as proprietary or confidential; (iii) was known prior to its disclosure to the receiving party without any obligation to keep it confidential as evidence by tangible records kept by the receiving party in the ordinary course of its business; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is the subject of a writing agreement whereby the disclosing party consents to the use or disclosure of such Confidential Information.
- (b) If a receiving party or any of its representatives shall be under a legal obligation in any administrative or judicial circumstance to disclose any Confidential Information, the receiving party shall give the disclosing party prompt notice thereof so that the disclosing party may seek a protective order and/or waiver, if the receiving party or any such representative shall, in the opinion of its counsel, stand liable for contempt or suffer other censure or penalty for failure to disclose. In such event, disclosure pursuant to the order of such tribunal may be made by the receiving party or its representative without liability hereunder.

3. **Disclosure and Protection of Confidential Information.**

- (a) Each party warrants the disclosure of Confidential Information to the other party is in accordance with applicable state and federal law and the party's own stated privacy policies. Each party agrees not to use Confidential Information of the other party for any purpose other than the fulfillment of such party's obligations to the other party under the Contract(s). All confidential Information relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the party's Confidential Information to its officers, agents, subcontractors, and employees to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Contract(s) and/or this Agreement, provided such disclosure is not prohibited by the GLB Act, the regulations promulgated thereunder or other applicable law; provided further, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or

duplicated in contravention of the provisions of the Contract(s) and this Agreement by such officers, agents, subcontractors and employees. Each party further agrees promptly to advise the other party in writing of any misappropriation, or unauthorized disclosure or use by any person of Confidential Information which may come to its attention and to take all steps reasonably requested by the other party to limit, stop or otherwise remedy such misappropriation, or unauthorized disclosure or use. If the GLB Act, the regulations promulgated thereunder or other applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of this Section 3.

- (b) Neither party will make any more copies of the other party's written or graphic materials containing Confidential Information than is necessary for its use under the terms of the Contract(s), and each such copy shall be marked with the same proprietary notices as appear on the originals, if any.
- (c) Each party shall, at a minimum, protect the Confidential Information of the other party in the same manner as it protects its own Confidential Information.
- (d) Each party, as applicable, has or shall develop, implement and maintain a comprehensive written information security program to protect Confidential Information (hereinafter "Security Program") that includes administrative, technical and physical safeguards appropriate to its size and complexity and nature and scope of its activities in compliance with the GLB Act, Section 501(b) and regulations promulgated thereunder. The objective of each such Security Program shall be to insure the security and confidentiality of Confidential Information, protect against any anticipated threats or hazards to the security or integrity of Confidential Information and protect against the unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to any customer.
- (e) Each party, as applicable, will ensure that any third party to whom it transfers Confidential Information (as may be authorized by the Contract(s)), enters into an agreement to protect the confidentiality and security of Confidential Information in the same manner as required by this Agreement and in compliance with the GLB Act and regulations promulgated thereunder.
- (f) Upon written request, a party shall provide to the other party information, such as audits or summaries of test results, demonstrating the effectiveness of its Security Program.

4. **Term: Return of Materials.** The term of this Agreement shall commence on the Effective Date. For as long as a party continues to possess or control the Confidential Information furnished by the other party, and for so long as the Confidential Information remains unpublished, confidential, and legally protectable as the intellectual property of the disclosing party, (except as otherwise specified herein), the receiving party shall make no use of such Confidential Information whatsoever, notwithstanding the expiration of any Contract(s). The parties acknowledge their

understanding that the expiration of the 4 Contract(s) shall not be deemed to give either party a right or license to use or disclose the Confidential Information of the other party. Any materials or documents, including copies thereof, which contain Confidential Information of a party shall be promptly returned to such party upon the request of such party except that copies may be retained, if required, for legal or financial compliance purposes. Upon termination or expiration of the Contract(s), all materials or documents, including copies thereof, which contain Confidential Information of a party shall be promptly returned to such party or destroyed except that copies may be retained, if required, for legal or financial compliance purposes. Otherwise, this Agreement shall expire upon termination or expiration of the Contract(s).

5. **Injunctive Relief.** It is agreed that the unauthorized disclosure or use of any Confidential Information may cause immediate or irreparable injury to the party providing the Confidential Information, and that such party may not be adequately compensated for such injury in monetary damages. Each party therefore acknowledges and agrees that, in such event, the other party shall be entitled to seek any temporary or permanent injunctive relief necessary to prevent such unauthorized disclosure or use, or threat of disclosure or use.
6. **Amendments.** This Agreement shall not be amended, modified, released, discharged, or abandoned, in whole or in part, except by written agreement signed by the parties hereto.
7. **Full Force and Effect.** This Agreement is only intended to provide for or supplement any existing obligation of the parties as set forth in the Contract(s) with respect to Confidential Information. To the extent that the provisions of the Contract(s) impose a higher standard of confidentiality with respect to the Confidential Information, such standard shall prevail over the provisions of this Agreement. Except as supplemented herein, the Contract(s) remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, and intend it to be effective as of the Effective Date, if set forth herein, or upon execution by both parties.

Agreed: _____

Madison County BOS

Madison County BOS

By: _____
(Signature) (Date)

Name: _____
(Print)

Title: _____

Agreed: _____

BXS Insurance

By: _____
(Signature) (Date)

Name: _____
(Print)

Title: _____