

# Confidentiality Agreement



**Visions, Ink.**  
*Marketing for Credit Unions*

Vendor: Visions, Ink.

## COMPLIANCE WITH NCUA PRIVACY RULES. 12 CFR PART 716.13(a)(1)(ii).

\_\_\_\_\_ (“Credit Union”) and Visions, Ink. (“Company”) (collectively, the “Parties”) agree that this contract does or may involve the transfer of nonpublic personal Information (as the term is defined in 12 CFR Part 716.3(q) (“Information”) between the Parties. The Company agrees that the Information is the property of the Credit Union. The Company agrees that it may use the Information only for the purposes set forth in this agreement between the Parties. The Company agrees that it will use a high degree of care to protect the security, integrity and confidentiality of the Information. The Company agrees that it will not transfer the Information to another third party, except as provided in this agreement. The Company agrees it will either return the Information to the Credit Union or destroy (not retain) the Information upon completion of the work or, in any event, upon termination of the agreement between the parties. Under some limited circumstances, the further transfer of the Information may be needed to accomplish the purposes for which the Credit Union provided the Information to the Company. If a transfer of the Information by the Company is required and permitted, the Company agrees that: (1) the Credit Union is not a party to the agreement with the third party; (2) the Company will use caution and prudence in the selection of responsible third parties as permitted under this term; and (3) the Company will obtain an agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the Information, use the Information only for the purposes agreed upon, not transfer the Information further, destroy or return the Information to the Company upon either the completion of the work or, in any event, not later than the termination of the agreement for services. In addition, the Company agrees to observe applicable state, federal and international law in the use and retention of the Information. The Parties agree that this is a material term of the agreement. A breach by the Company shall be a ground of default and may result in immediate termination of the agreement. In addition, the Company understands and agrees that failure to use a “high degree of care” in protecting the security, integrity and confidentiality of the Information will damage the Credit Union and the Company will be, notwithstanding other provisions of this agreement, liable for actual and consequential damages that are a result of the failure to comply.

*Margaret G. Fielding*

Visions, Ink. Representative (Print)

*Margaret G. Fielding*

Signature

Credit Union Authorized Officer (Print)

Signature

*President*

Title

Date

Title

Date