



SSNET, Incorporated
29 Cedar Ln
Bailey, CO 80421-2105
Phone/FAX: 1-800-697-9997
<http://SoftwareSolutions.Net>

DATA SECURITY AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered between SSNet, Inc., located at 29 Cedar Lane, Bailey, CO, 80421, (“Provider”) and all active Vcheck merchants and any other affiliates and subsidiaries, collectively referred to in this Agreement as “Company”), effective as of the date the Company’s Vcheck account is activated.

WHEREAS, Provider will provide certain online check services through its division, VcheckSolutions.com, to the Company and its customers (e.g., insureds, third party contractors, agents, etc...);

WHEREAS, the Provider’s services will require the use of certain confidential and/or proprietary information from the Company and its customers to process online check payments;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements made herein, the Company and Provider hereby covenant, promise and agree as follows:

- 1.** All information communicated to one by the other or received by a customer of the Company, during the term of this Agreement (“Confidential Information”), shall be received in strict confidence, shall be used only for purposes of this Agreement, and that no such Confidential Information shall be disclosed by the recipient party, its agents, or employees without the prior written consent of the other party. Each party shall take all reasonable precautions to protect the security of and to prevent the disclosure to outside parties of such information, including without limitation, the provisions of this Agreement, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of either Party, as the case may be. Any transfer of confidential or protected data electronically shall occur via a Secure File Transfer Protocol (SFTP) to provide secure communications, authentication of the server, and data integrity of the packet of transferred data. Provider shall indemnify and hold Company harmless for any compromise of Provider’s encryption method. The provisions of this Article shall survive the termination of this Agreement. Neither party shall attempt to access information of the other, which is not necessary for its performance hereunder.
- 2.** As used herein, Confidential Information does not include information that, at the date of disclosure, is generally available to third parties, other than the disclosing party's agents, servants, consultants, etc..., or after such disclosure becomes generally available to the public, by publication or otherwise, other than by disclosure by any source subject to any obligation of confidentiality. Confidential Information may be in any tangible form, including without limitation written or printed text or documents, audio or video tapes, CD’s or disks and computer disks or tapes, whether in machine readable or user readable form.
- 3.** Confidential Information shall specifically include, without limitation, information relating directly or indirectly to the marketing or promotion of the other party’s products, the released or unreleased software or other programs of the other party, the other party’s trade secrets, the other party’s business

policies and/or practices, and any information received by or about third parties, including claimants, that the other party is obligated to treat as confidential.

4. The parties hereto acknowledge and agree that, to perform as required hereunder, the disclosing party and/or its agents, servants, customers or employees may disclose to receiving party, or the receiving party may otherwise obtain or ascertain, Confidential Information. Accordingly, the receiving party hereby agrees that it will keep such information confidential and will prevent its unauthorized disclosure. The receiving party shall not, nor shall such party permit any other person or party under it 's authority or control to (a) make any unnecessary and/or additional copies of any Confidential Information; (b) allow any party other than the receiving party to view, review or analyze the Confidential Information; (c) disclose any of the Confidential Information to any person whatsoever other than the receiving party 's employees on a "need to know" basis; or (d) utilize any Confidential Information except in the furtherance of the obligations and responsibilities specified hereunder, and for no other purpose(s) whatsoever, without, in each case, first obtaining the written consent of the disclosing party therefore.
5. The receiving party shall return any such Confidential Information in the receiving party's possession to the disclosing party immediately upon (a) the disclosing party's demand therefore, (b) the accomplishment of the purpose for which such Confidential Information is or was held or obtained by the receiving party, or (c) the expiration or other termination of this Agreement.
6. In the event of any breach or threatened breach by the receiving party (or any of it's agents, servants, subcontractors, principles, owners, affiliated persons or employees) of the covenants, agreements and/or conditions contained in this provision, the disclosing party shall be entitled to an injunction and/or other equitable remedy or remedies prohibiting such breach in addition to any other remedies available to the disclosing party in connection with such breach. The parties hereto acknowledge that any Confidential Information disclosed to or obtained or ascertained by the receiving party is valuable, proprietary and unique to the disclosing party and that any disclosure thereof by the receiving party in breach of this Agreement shall result in irreparable harm to the disclosing party for which the disclosing party cannot be adequately compensated by monetary damages alone.
7. Customer's trade secrets, methods, product information, business and strategy plans, potential partners and strategic partners, financial information, sales information, promotional and marketing information, technical information and all personally identifiable information, and all other business information related to Customer, is confidential information ("Customer Confidential Information"). Licensor shall never disclose, or ever use except as necessary to discharge its obligations under this Agreement, any Customer Confidential Information.
8. The agreements, covenants and conditions contained in this provision shall survive the assignment, expiration or any earlier termination of this Agreement.
9. No Business Association. The Confidentiality Agreement is not intended to and shall not be construed as creating a joint venture, partnership or other form of business association between the Parties hereto, and except for the use of the Confidential Information for the purpose set forth in this Agreement, no other rights are implied or granted by the Company to Provider, evaluating entities or to any other person or entity.
10. Property. All Confidential Information supplied by the Company unless otherwise agreed to in writing by the Company, shall remain the property of the Company.
11. Breach of Contract. Provider acknowledges and agrees that any breach of the terms of this Confidentiality Agreement, including, without limitation, disclosure or use other than as authorized

under this Confidentiality Agreement of any of the Confidential Information or breach of this Confidentiality Agreement, would cause immediate, substantial and irreparable harm to the Company, and that damages at law would not provide an adequate remedy for any breach of this Confidentiality Agreement. Consequently, in the event of any breach or threatened breach by Provider of any provision of this Confidentiality Agreement, the Parties agree that, in addition to any other remedies at law or in equity which may be available to the Company, the Company shall also be entitled to injunctive relief to restrain such breach or potential breach.

- 12. Hold Harmless.** The Provider shall indemnify and hold harmless the Company from and against any and all damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including attorneys' and experts' fees and court costs) arising out of or in connection with the breach by the Provider of this Agreement and/or the enforcement of this indemnity.
- 13. Governing Law.** This Confidentiality Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico without regard to any conflict of laws principles.
- 14. Entire Agreement.** This Confidentiality Agreement represents the entire integrated agreement between the parties and supersedes all prior agreements, written or oral, with respect to the subject matter hereof. This Confidentiality Agreement may not be modified or amended except in writing signed by the parties hereto.
- 15. Severability.** The invalidity or unenforceability of any particular provision of this Confidentiality Agreement in whole or in part shall not affect any other provision hereof, and this Agreement and each and every provision hereof shall be construed in all respects as though such invalid or unenforceable provision were omitted.
- 16. Successor & Assigns.** This Confidentiality Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The Provider may not assign this Confidentiality Agreement or any interest herein without Company's express prior written consent.
- 17. Termination.** Upon termination of any business relationship between the Company and Provider, the Provider shall return any Confidential Information and copies thereof to the Company in the manner prescribed by the Company and if requested by the Company.
- 18. Compliance.** The Company and Provider shall comply with any and all applicable laws including but not limited to laws related to privacy, confidentiality and security of personally identifiable financial or medical information.
- 19. Notice.** Any notice required by this Confidentiality Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.
- 20. Implied Waiver.** Either the Company or Provider's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Confidentiality Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
- 21. Headings.** Heading used in this Confidentiality Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal on the date first hereinabove set forth.

COMPANY

PROVIDER

By: _____

By: *Thomas Walker*

Name:

Name: Thomas Walker

Title:

Title: President, SSNet, Inc.

Date: _____

Date of Vcheck Account Activation