



Both parties acknowledge the requirement for compliance with 201C.M.R.17.00 and shall implement all necessary measures including, as appropriate, the establishment and maintenance of policies, procedures, and technical, physical, and administrative safeguards, to ensure the security and confidentiality of the Customer Information of the other party, protect against any foreseeable threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information in compliance with 201C.M.R.17.00. Each party shall indemnify and hold the other harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) for any violation thereof by the violating party. Each party shall make available to the other party and its regulators all audits, test results, and other evaluations relevant to compliance with this paragraph that have been conducted by the party establishing such measures or third parties on behalf of such party, and shall make its officers and employees available to the other party to discuss that party's measures to comply with this paragraph; provided, however, that all such discussions will be subject to the judgment of the Party who establishes such measures as to the appropriate degree of disclosure of specific information about security measures.

Client Signature: _____ Date _____

Printed Name: _____

Company: _____

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