Sample GLBA Service Provider Addendum

This Addendum is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “Service Provider”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and/or any of its affiliated entities for which Service Provider either (1) seeks to enter into a business relationship with, or (2) has an existing business relationship with (hereinafter collectively referred to as “Dealer”). The federal Gramm-Leach-Bliley Act (GLBA) “Safeguards Rule” requires that Service Providers who are permitted access to Dealer’s “Customer Information” enter into an agreement whereby the Service Provider promises to implement and maintain appropriate safeguards designed to protect the Customer Information at issue. This Addendum supplements and amends any and all agreements between Service Provider and Dealer and constitutes a Service Provider agreement subject to the GLBA Safeguards Rule. To the extent there is any ambiguity or conflict between any other agreement and this Addendum, the terms of this Addendum shall apply. It shall be effective as of the date the document is executed below by Service Provider. If any provision of this Addendum is found invalid or unenforceable, all remaining provisions of this Addendum will remain in full force and effect. This Addendum shall remain in effect until either revoked in writing or automatically if the business relationship between Dealer and Service Provider comes to an end, except that the representations and warranties listed in Section 2 of this agreement shall survive any termination.

1. **Customer Information**. As the term is defined in the GLBA Safeguards Rule (16 C.F.R. § 314.2), “Customer Information” means any nonpublic personal information collected by Dealer about its customers, including:

1. Information a consumer provides in order to obtain a financial product or service;
2. Information about a consumer resulting from any transaction involving a financial product or service;
3. Any information otherwise obtained about a consumer in connection with providing a financial product or service;
4. Any list, description, or other grouping of consumers that is derived using the information described in items 1.a. through 1.c. above.

2. **Service Provider Representations & Warranties**. With the mutual goal of maintaining proper protocols to protect customer information, Service Provider represents and warrants that:

1. It will not disclose or use Customer Information other than to carry out the purposes for which Dealer disclosed the information pursuant to its contractual agreement with Service Provider (the “Services”);
2. It maintains Customer Information only for as long as necessary to provide the Services;
3. It will return or securely destroy all Customer Information received from Dealer upon either completion or termination of the Services;
4. It is capable of implementing and meeting all local, state, and federal legal requirements regarding the required administrative, technical, and physical safeguards under those laws, and all applicable industry standards with respect to the privacy and security of the Consumer Information that it maintains, processes, obtains, or otherwise has access to; and
5. It will protect and secure any Customer Information that it maintains, processes, obtains, or otherwise has access to as required under all applicable local, state, and federal privacy data and security laws and regulations.

3. **Risk Assessments**. Service Provider will, upon Dealer’s request, complete a questionnaire that assesses Service Provider’s ability to comply with Section 2.d. and 2.e. above.

4. **Breach & Termination**. Notwithstanding anything to the contrary in any other agreement, Service Provider’s violation of any terms of this Addendum shall be deemed a material breach and Dealer may immediately terminate its relationship with Service Provider without penalty. Dealer may seek injunctive relief, in addition to a claim for damages, in order to prevent or remedy any breach of the obligations of this Addendum.

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Date

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Signature of Authorized Agent of Service Provider

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Printed Name and Title