

THIRD PARTY PERSONAL INFORMATION PROTECTION AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the ____ day of _____, 20__ by and between **Checkwriters, Inc.**, a Massachusetts corporation with a principal place of business located at 333 Elm Street, West Springfield, Massachusetts (hereinafter "Checkwriters") and _____, having an address at _____ (hereinafter the "Customer").

WHEREAS, Checkwriters is in the business of providing payroll and related services to its business clients, including but not limited to, the Customer (hereinafter the "Services"); and

WHEREAS, the Customer has engaged Checkwriters to provide the Services, which require Checkwriters to be provided with certain Personal Information (as defined in 201 CMR 17:00: Standards for the Personal Information of Residents of the Commonwealth) by the Customer; and

WHEREAS, in order to ensure the protection of such Personal Information and to maintain compliance with 201 CMR 17.00, the Customer requires that Checkwriters read and execute this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Checkwriters, for itself and its affiliates, agents, assigns, successors, and/or employees, hereby agrees that all Personal Information in any format, including but not limited to, paper, electronic mail, facsimile, stored on media, or any other applicable format, received by Checkwriters as a result of Checkwriters' business relationship with the Customer, including but not limited to, the execution of this Agreement, shall be considered confidential and proprietary in nature, and Checkwriters, including its affiliates, agents, assigns, successors, and/or employees, hereby acknowledges and agrees that it is required by Massachusetts law to protect and keep such Personal Information obtained by Checkwriters confidential and shall not disclose to any person or entity, unless authorized to do so by the prior written consent of the Customer, or as required by law, any of the Personal Information. For purposes of this Agreement, the term "Person" shall be broadly interpreted to include without limitation any corporation, company, partnership, or individual.

2. Checkwriters hereby acknowledges and agrees that it shall:

a. Establish and maintain appropriate security measures to protect the security and confidentiality of such Personal Information, as outlined in 201 CMR 17.00.

b. Protect against any anticipated threats or hazard to the security or integrity of the Personal Information throughout.

c. Regularly monitor its security plans relative to the protection against unauthorized access and to physically and electronically maintain Personal Information, or the use of such information which could result in substantial harm to customers.

d. Review and revise, as needed, the scope of its security measures relative to the subject matter hereof at least annually.

e. Otherwise ensure compliance with 201 CMR 17.00, as may be amended, and/or any other state and/or federal regulations relative thereto or promulgated thereunder.

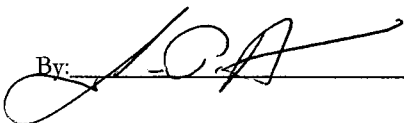
3. Checkwriters hereby acknowledges and agrees that it shall notify the Customer immediately of any breaches and/or attempted breaches of security that may affect any Personal Information and Checkwriters shall provide the Customer with documentation outlining the responsive actions taken by Checkwriters in response to any such breach, including but not limited to, a written post-incident review of such events of breach.

4. It is hereby acknowledged and agreed by both parties that this Agreement shall not supersede any prior written agreement and that any other prior written agreements by and between the Customer and Checkwriters shall remain binding, valid, and in full force.

5. The obligations of confidence and non-disclosure set forth herein which relate to the protection of Personal Information shall survive in perpetuity and continue to bind Checkwriters for that period unless released in writing by Checkwriters prior to any disclosure thereof.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

Checkwriters, Inc.

By:  _____

By: _____

Its:
Duly Authorized

Its:
Duly Authorized