**CONFIDENTIALITY AGREEMENT OF THE NOTARY**

**THIS CONFIDENTIALITY AGREEMENT** (this "Agreement") is entered into this day by and between ${companyName}, with a business address at ${companyAddressStreetCSZ}, "AGENT," and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Notary") and with AGENT, collectively the "parties," and individually a "Party").

**WHEREAS**, the Notary has been retained by AGENT to witness Customer's signatures, obtain proof of identity and notarize certain documents in conjunction with a real estate and/or loan transaction. As a result, the Notary will have access to certain Customer information that AGENT considers personal and confidential.

**NOW THEREFORE,** for good and valuable consideration the Notary agrees as follows:

**1. DEFINITIONS.** For the purposes of this Agreement, all information relating in any way to the transaction or Customer(s) information ("Confidential Information") means any and all public or non-public information that is disclosed to the Notary or to which Notary otherwise gains access as a result of performing under this or any related Agreement. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement:  
    a. information, other than Personal Data, that was known by a Party prior to the disclosure thereof under this Agreement;  
    b. information, other than Personal Data, that is or becomes generally available to the public other than as a result of a disclosure directly or indirectly by a Party;  
The burden of proving these exceptions shall rest with the Recipient.  
  
**2. CONFIDENTIALITY.** Notary may use Confidential Information only in connection with performance under this Agreement and Recipient shall not copy Confidential Information or disclose Confidential Information to any third person, including employees and advisors of Recipient who do not need to know the Confidential Information in order to perform under this Agreement. To those employees and advisors to which Recipient does disclose the Confidential Information, Recipient shall notify those employees and advisors of the obligations contained herein with respect to the confidentiality and restrictions on use of the Confidential Information and direct each such employee and advisor to exercise a level of care sufficient to preserve the confidentiality of the Confidential Information and direct each such person to abide by the terms and conditions of this Agreement. To those agents, representatives or advisors to which Recipient discloses Confidential Information of Discloser, Recipient shall notify those agents, representatives or advisors of the obligations contained herein with respect to the confidentiality and restrictions on use of the Confidential Information and direct each such agent, representative or advisor to exercise a level of care sufficient to preserve the confidentiality of the Confidential Information and shall direct each such person to abide by the terms and conditions of this Agreement. Upon request of the Discloser, once the services contemplated by this Agreement have been completed, Confidential Information shall be returned to Discloser or destroyed, such destruction to be certified in writing by Recipient to Discloser.  
  
**3. STANDARD OF CARE.** Recipient shall take all necessary and appropriate action to safeguard the Confidential Information from disclosure to anyone other than as permitted hereby for perpetuity and, at minimum, use efforts commensurate with those that Recipient employs for protecting the confidentiality of corresponding information of its own, but in no event less than reasonable care.  
  
**4. REMEDIES.** The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Agreement by a Party and that a Party will be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will be in addition to any other remedies available.  
  
**5. SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.  
  
**6. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its rules of conflict of laws. Each of the parties hereby irrevocably and unconditionally consents to (i) submit to the exclusive jurisdiction of the courts of Montgomery County, Maryland or of the United States District Court for the District of Maryland for any litigation or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), (ii) waive any objection to the laying of venue of any such litigation in Maryland and (iii) agree not to plead or claim in any court in Maryland that such litigation brought therein has been brought in an inconvenient forum.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Name: