## Exhibit B

## **Contractor Data Security Certificate**

Upon request from Company, Contractor (and any applicable Personnel) will execute this certificate. This certificate incorporates by reference the Contractor Requirements Document with Company (the "Document"). Capitalized terms used but not defined will have the meanings set forth in the Document.

This is to certify that the undersigned Contractor (and any applicable Personnel), will not maintain in its/his/her possession beyond termination or expiration, or otherwise beyond the period necessary to render services to Company, and will promptly return (or if executed after termination, has not failed to return), or securely and permanently destroy, any Sensitive, Confidential or Internal Information of Company or its employees, clients or other business partners, or their end users, insureds, or customers, or copies of such information, or any other non-confidential documents, materials, equipment or other property belonging to Company or its clients or other business partners. Contractor (and any applicable Personnel) each understand that obligations under the Document apply to information and data in any form, regardless of whether owned by Contractor (and any applicable Personnel), Company or others, and include without limitation all paper or other hard copies and all types of Electronic Storage Devices. If there are any questions about how to securely and permanently shred documents or destroy electronic data, Contractor (and any applicable Personnel) will seek advice from Company's Technology or Information Security groups.

Upon request from Company, Contractor (and any applicable Personnel) will make any of Electronic Storage Devices that Contractor (and any applicable Personnel) used for Company work available for inspection to ensure that no such information is retained on such devices.

Contractor (and any applicable Personnel) hereby also further certify that Contractor (and any applicable Personnel) has complied with and will continue to comply with all of the terms of the Document, and agree and acknowledge that any obligations in the Document or hereunder will survive any termination of any agreement or engagement with or assignment to Company.

Contractor (and any applicable Personnel) further agree that, in compliance with the Document, both during and after any engagement with or assignment to Company, Contractor (and any applicable Personnel) each have obligations to and will preserve as confidential and not use any Sensitive, Confidential or Internal Information, or Proprietary Information, or other information provided for purposes of work for Company. During and after any engagement with or assignment to Company, Contractor (and any applicable Personnel) each has not and will not participate in the unauthorized disclosure or use of information that could be detrimental to the interests of Company or its clients, clients' end customers, employees or other business partners, whether or not such information is identified as Sensitive, Confidential or Internal Information.

Name:

Contractor Organization:

Department/Function:

Signature: Date:

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