

Consultant or Vendor Confidentiality Agreement (Rev. 9-11-2009)

This Confidentiality and Non-Disclosure Agreement is entered into this _____ day of _____, 20____ by and between **GVC FINANCIAL INC** with offices at 978 Douglas Ave, Suite 102, Altamonte Springs, FL 32714 (hereinafter “Company”) and

_____ (hereinafter “Vendor”).with offices at:

Description of Products/Services to be provided by Vendor: _____

(References to “Vendor” shall apply equally to individuals or entities.)

Access to Confidential Information:

Vendor Access to Information: Vendor agrees that during and after such time Vendor provides services to the Company, Vendor shall have access to certain confidential information including but not limited to: customer names; addresses; social security numbers; financial and personal information; and banking and investment information.

Confidentiality

No Use: Vendor agrees not to use the Confidential Information in any other way, except for the purpose of doing business with the Company.

No Disclosure: Vendor agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Vendor’s employees having a need for disclosure in connection with Vendor’s authorized use of the Confidential Information. Vendor agrees that anyone employed by them will be held to the same or similar confidentiality agreements.

Protection of Secrecy: Vendor agrees that it shall treat the information of the Company, its registered representatives, clients and employees with the utmost care and confidentiality and agrees to protect the integrity of the systems and processes put into place by the Company to safeguard all such information. Vendor agrees to take all reasonable steps necessary to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

Limits on Confidential Information:

Confidential Information shall not be deemed proprietary and the Vendor shall have no obligation with respect to such information when the information:

- (a) Was known to the Vendor prior to receiving any of the Confidential Information from the Company;
- (b) Was (Is) ordered to be publicly released by requirement of a governmental agency or a court of law.

Ownership of Confidential Information:

Ownership: Vendor agrees that all Confidential Information shall remain the property of the Company, and that the Company may use such Confidential Information for any purpose without obligation to Vendor. Nothing contained herein shall be construed as granting or implying any transfer rights to Vendor of the Confidential Information, or any intellectual property protecting or relating to Confidential Information.

Co-operation with Regulatory or Legal Inquiries: Vendor agrees to provide, upon request, any information concerning products or services it provides to Company for the purpose of responding to a request from a regulatory agency or court of law with jurisdiction over the Company.

Destruction of Outdated or Unwanted Information: Vendor further agrees that it will effectively dispose of any copies of such information by shredding, burning or pulverizing before discarding it. In the event Vendor is unable to effectively destroy the information, Vendor agrees to return such records, original and/or copies, to the Company in order to be disposed of, stored or destroyed at the Company's discretion.

Business Practices: (Please answer and explain if applicable.)

- 1. Are you registered with, or are you supervised or overseen by the SEC, FINRA or any other securities regulatory body? **NO** _____ **YES** _____ **If yes, explain:**

- 2. In the previous 24 months, have you experienced any security breach or data loss that has resulted in the temporary or permanent loss of proprietary or confidential information for one or more of your clients? **NO** _____ **YES** _____ **If yes, explain:**

- 3. Do you have a Business Continuity Plan? **NO** _____ **YES** _____ **If yes, explain:**

4. Will you assist, or provide a means for the Company to evaluate the quality of your products or services on an on-going basis? **NO** _____ **YES** _____ **If yes, explain:**

Miscellaneous:

Term and Termination: The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Vendor is no longer confidential.

Survival of Rights and Obligations: This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) the Company, its successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

“Company”: **GVC FINANCIAL INC**

“Vendor”:_____

Signed: _____

Signed: _____

Print Name: **RICHARD B. CROUSE**

Print Name: _____

Title: **PRESIDENT**

Title: _____

Date: _____

Date: _____