



CONFIDENTIALITY, IMPARTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is made this ____ day of _____, 2019 (the “Effective Date”) by _____ with a principal place of business at _____ (referred to as “Auditor”) for the benefit of Husk Registrars, LLC a Wisconsin limited liability company, with its principal place of business at 4321 West College Avenue, Suite 200, Appleton, Wisconsin 54914.

WHEREAS, Auditor requires certain Husk Registrars, LLC information which Husk Registrars, LLC considers to be confidential and proprietary in order for Auditor to provide auditing services.

WHEREAS, Husk Registrars, LLC desires to set forth the terms under which Husk Registrars, LLC will exchange and with which Auditor will safeguard and use the Confidential Audit Information as that term is defined below.

NOW, THEREFORE, in consideration of the foregoing, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Auditor does hereby agree as follows:

1. Confidential/Impartiality Audit Information.

Auditor acknowledges and agrees that the term “Confidential Audit Information” as used herein shall mean the audit report and information contained therein and/or attached thereto provided by Husk Registrars, LLC to Auditor. Auditor shall keep secret, retain in strictest confidence, prevent the unauthorized duplication, use, disclosure of the Confidential Audit Information and retain impartiality during the audit. The Confidential Audit Information shall be used and duplicated (as is reasonably required) only for the Permitted Purpose of this Agreement and for no other purpose.



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2. Limited Access.

Auditor will limit access to the Confidential Audit Information to only those of its employees in its company responsible for conducting or overseeing audit services and authorized agents or representatives who have a need-to-know such Confidential Audit Information for the purpose for which it is disclosed and to those parties to whom disclosure is required by law or expressly authorized by the terms of this Agreement (“Authorized Recipients”). When Auditor discloses Confidential Audit Information to any Authorized Recipient it shall be Auditor’s responsibility to ensure that all Authorized Recipients recognize Husk Registrars, LLC’s claim of proprietary status for all Confidential Audit Information, together with the restrictions on duplication, use and disclosure contained in this Agreement.

3. Standard of Care and Liability.

Auditor agrees that it will protect the confidentiality of the Confidential Audit Information through the exercise of: (a) the precautions set forth in Paragraphs 1 and 2 above, and, (b) no less protection and care than it customarily uses in preserving and safeguarding its own Confidential Audit Information. Nothing herein shall prohibit Husk Registrars, LLC from pursuing any available remedy it may have against Auditor for any breach of its obligations hereunder, including the recovery of damages (including, without limitation, reasonable attorneys’ fees). Auditor shall promptly advise Husk Registrars, LLC in writing if it learns of any unauthorized duplication, use or disclosure of the Confidential Audit Information.

4. Term; Expiration.

This Agreement shall commence on the Effective Date and expire on the date that is one (2) years following the conclusion of the Permitted Purpose. Notwithstanding termination or expiration of this Agreement, Auditor’s duties not to disclose and keep the Confidential Audit Information confidential shall continue for seven (7) years beyond termination/expiration of this Agreement.

5. Governing Law and Forum.

Any printed or saved version of this document is uncontrolled unless printed or stamped with the word “Controlled” in red and issued by Management



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This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Wisconsin and the United States of America, without reference to its conflicts of laws principles. In any litigation arising out of this Agreement, the parties hereby submit to the exclusive jurisdiction of, and waive venue objections to, the jurisdiction of the United States District Court for the District of Wisconsin, and the courts of the State of Wisconsin.

IN WITNESS WHEREOF, Auditor through its duly authorized representative intending to be bound to this Agreement has set forth its hands as of the date indicated above.

