



National Programs

VIA EMAIL

February 7, 2024

Neema Guiliani, Deputy Assistant Secretary for Services
International Trade Administration
U.S. Department of Commerce
1401 Constitution Ave. NW
Room 4324
Washington, DC 20230

Re: Submission of Accountability Agent Application for the CBPR and PRP Systems: BBB National Programs

Dear Ms. Guiliani:

Please accept this renewed application by BBB National Programs, Inc., a Delaware nonprofit nonstock corporation to continue to serve as an Accountability Agent for the Asia Pacific Economic Cooperation's ("APEC") Cross Border Privacy Rules ("CBPR") and Privacy Recognition for Processors ("PRP") systems.

BBB National Programs is where businesses turn to enhance consumer trust and consumers are heard. The non-profit organization creates a fairer playing field for businesses and a better experience for consumers through the development and delivery of effective third-party accountability and dispute resolution programs. Embracing its role as an independent organization since the restructuring of the Council of Better Business Bureaus in June 2019, BBB National Programs today oversees more than a dozen leading national industry self-regulation programs, and continues to evolve its work and grow its impact by providing business guidance and fostering best practices in arenas such as advertising, child-directed marketing, and privacy.

The United States is an active participant in both the CBPR and PRP systems and has identified the Federal Trade Commission ("FTC") as its regulatory enforcement authority. As a US-based 501(c)(6) entity that provides membership benefits to its for-profit members, BBB National Programs is subject to the FTC's regulatory oversight and enforcement authority.

The following identifies how BBB National Programs proposes to meet each of Recognition Criteria as developed and approved by Member Economies. Should you have any questions about this application, please feel free to contact our Senior Vice President, Privacy Initiatives, Dona Fraser at DFraser@bbbnp.org.

Best Regards,

Eric D. Reicin

President and Chief Executive Officer
BBB National Programs

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CONFLICTS OF INTEREST

1. Applicant Accountability Agent should describe how requirements 1(a) and (b) in Annex A have been met and submit all applicable written policies and documentation.

Conflicts of interest are prohibited under BBB National Programs bylaws. BBB National Programs is a Delaware incorporated 501(c)(6) nonprofit non-stock corporation. As such BBB National Programs' Board of Directors are subject to Delaware's General Corporation Law which imposes the fiduciary duties of care, loyalty and the subsidiary duties of good faith, oversight and disclosure. In particular, the duty of loyalty requires BBB National Programs Board Members to act (or not to act) on a disinterested and independent basis.

Upon approval of this renewal application, BBB National Programs has registered trademarks with the United States Patent and Trademark Office for CBPR and PRP certification icons. These icons will serve as service marks and will only be used upon the granting or extending of a CBPR and/or PRP certification. The FTC may request that the U.S. Patent and Trademark Office cancel this trademark on the grounds that the holder of the mark "discriminately refuses to certify or to continue to certify the goods or services of any person who maintains the standards or conditions which such mark certifies." (See U.S. Notice of Intent to Participate, Annex A, "[I]f an APEC-recognized Accountability Agent authorizes the use of its certification mark, 15 U.S.C. §1127, to convey compliance with the CBPR and PRP program requirements, under Section 14(5) of the Lanham Act, 15 U.S.C. § 1064(5), the U.S. Patent and Trademark Office may cancel the certification mark if the Accountability Agent (a) does not control, or is not able legitimately to exercise control over, the use of such mark, including by failing to monitor the activities of those who use the mark, (b) engages in the production or marketing of any goods or services to which the certification mark is applied, (c) permits the use of the certification mark for purposes other than to certify, or (d) discriminately refuses to certify or to continue to certify the goods or services of any person who maintains the standards or conditions which such mark certifies.")

These prohibitions are extended to employee conduct through BBB National Programs' Employee Conflict of Interest Policy (Appendix A) and BBB National Programs' Employee Conflict of Interest CBPR and PRP Supplement (Appendix B). Outside of the functions described in paragraphs 5-14 of the Accountability Agent APEC Recognition Application, this policy supplement prohibits any employee that certifies or performs certification-related activities for an applicant or participant organization under the CBPR and/or PRP systems from engaging in:

- consulting or technical services related to the development or implementation of participant organization's or applicant organization's data privacy practices and procedures;
 - consulting or technical services related to the development of participant organization's or applicant organization's privacy policy or statement;
 - consulting or technical services related to participant organization's or applicant organization's security safeguards.
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It also prohibits such employees from engaging in sales activities related to a participant organization or applicant organization.

2. **Applicant Accountability Agent should submit an overview of the internal structural and procedural safeguards to address any of the potential or actual conflicts of interest identified in 2(b) of Annex A.**

Please see Appendices A and B for BBB National Programs' relevant Conflict of Interest Policies. If any activities arising from BBB National Programs' approved certification program conflicts with the foregoing legal or employee policy obligations, BBB National Programs will notify the Joint Oversight Panel along with an explanation of the specific mitigation procedures used to ensure that it remains free of actual or potential conflicts of interest.

3. **Applicant Accountability Agent should describe the disclosure/withdrawal mechanisms to be used in the event of any actual conflict of interest identified.**

As described in Appendix B, if an actual or potential conflict of interest is identified that cannot be otherwise mitigated, the employee must recuse themselves from any involvement in the certification process of the identified applicant or participant at which time the employee's work will be reassigned to another team member. Further, as described under Recognition Criterion 1, above, members of BBB National Programs' Board of Directors are required to disclose any actual or potential conflicts of interest and to recuse themselves accordingly. All mitigated conflicts will be reported to the Joint Oversight Panel along with an explanation of the specific mitigation procedures (e.g. employee recusal and reassignment) used to ensure that BBB National Programs remains free of actual or potential conflicts of interest arising from the engagement.

PROGRAM REQUIREMENTS

4. **Applicant Accountability Agent should indicate whether it intends to use the relevant template documentation developed by APEC or make use of Annex C to map its existing intake procedures program requirements.**

Upon approval of this renewal application, BBB National Programs will make use of the endorsed CBPR and PRP Program Requirements, posted at <http://cbprs.org/documents>.

CERTIFICATION PROCESS

5. **Applicant Accountability Agent should submit a description of how the requirements as identified in 5 (a) – (d) of Annex A have been met.**

Upon approval of this application, BBB National Programs will conduct an initial assessment of compliance for all applicant organizations. This process will include verifying the contents of the self-assessment forms completed by the applicant organization against the relevant program requirements. As described above,

for purposes of CBPR and PRP certification, BBB National Programs will use the approved CBPR and PRP Intake Questionnaires and associated program requirements.

An applicant organization's completion of the approved intake form(s) will start an iterative process between BBB National Programs and the applicant organization to document and catalogue compliance with each of the associated program requirements. Where nonfulfillment of any of the program requirements is found, BBB National Programs will communicate the required changes the applicant organization must complete to obtain certification for the CBPR and/or PRP systems. Upon successful completion of this process, BBB National Programs will deliver an outcomes report describing how each of the relevant program requirements have been met. The accuracy of this report will then be attested to by the applicant organization.

At completion of this stage of the certification process, the applicant organization will be awarded a Certification Icon identifying their participation in the CBPR and/or PRP Programs. CBPR participants may only display the Certification Icon on Privacy Statements approved by BBB National Programs as part of this certification. PRP participants may display the Certification Icon on those Privacy Statements governed by the privacy policies within scope of the certification. When a consumer clicks on this Certification Icon the consumer will be brought to a confirmation page that states whether the organization is 1) in good standing in the program; 2) the scope of the organization's participation and 3) instructions on how to file a complaint using BBB National Programs' Dispute Resolution Procedure (see Appendix C). Once a certification has been awarded the applicant organization will be referred to herein as a "Participant" in the CBPR and/or PRP Systems.

BBB National Programs will provide the relevant details of the Participant's certification for the compliance directory, which will include:

- the name of the certified organization;
- a website for the certified organization and a link to the organization's privacy policy
- contact information;
- the Accountability Agent that certified the participant and can handle consumer disputes;
- the relevant Privacy Enforcement Authority; and
- the scope of the certification, the organization's original certification date, and the date that the current certification expires.

ON-GOING MONITORING AND COMPLIANCE REVIEW PROCESSES

6. **Applicant Accountability Agent should submit a description of the written procedures to ensure the integrity of the certification process and to monitor the participant's compliance with the program requirements described in 5 (a)-(d).**

Participants will be monitored throughout the certification period to ensure compliance with the program in the following ways:

- **Self-Reporting:** All Participants will be required to notify BBB National Programs of any material changes to the policies and practices within the scope of the CBPR and/or PRP certification prior to implementation for review against the relevant program requirements.
- **Realtime website change monitoring:** All reviewed and approved privacy notices within scope of a CBPR certification will be monitored to detect and track changes.
- **Third party reporting:** BBB National Programs will receive and investigate all complaints against Participants using BBB National Programs' dispute resolution process (detailed below).

If, through any of these methods, BBB National Programs discovers reasonable grounds to believe that a Participant has engaged in a practice that may constitute a breach of the relevant program requirements, an immediate review process will be conducted (as described below).

7. Applicant Accountability Agent should describe the review process to be used in the event of a suspected breach of the program requirements described in 5(a)-(d) of Annex A.

The scope of a review of a Participant will depend on specific circumstances surrounding the potential breach of a program requirement(s). If, through this review, BBB National Programs identifies an actual breach of one or more program requirements, the participant will be sent a warning letter followed by a 10-business day notice to cure any non-compliance, as per the program's Agreement (described below). If the Participant fails to correct the identified non-compliance within this period, they will be suspended from the program until such time as the changes required to bring them back into compliance have been made. During this time, the use of the BBB National Programs Certification Icon will be revoked and the compliance directory will be updated to reflect that they are no longer an active participant.

RE-CERTIFICATION AND ANNUAL ATTESTATION

8. Applicant Accountability Agent should describe their re-certification and review process as identified in 8 (a)-(d) of Annex A.

To maintain good standing in the CBPR and/or PRP systems, a Participant must complete BBB National Programs' recertification process within 12 months of Participant's previous certification date. This re-certification mirrors the process described above. If the Participant proposes to make changes to their practices at this time, those practices will be evaluated against the relevant program requirements to ensure that full compliance with the relevant program is maintained. If during this process, BBB National Programs discovers any previously un-reported non-compliance, the non-compliant practice will be treated as a breach of the program requirements, triggering the 10-business day cure timeline described above. Failure to cure within that time will be handled on a case-by-case basis, however such failure to cure may result in termination.

DISPUTE RESOLUTION PROCESS

9. **Applicant Accountability Agent should describe the mechanism to receive and investigate complaints and describe the mechanism for cooperation with other APEC recognized Accountability Agents that may be used when appropriate.**

See Appendix C for a description of BBB National Programs' Dispute Resolution Procedure.

10. **Applicant Accountability Agent should describe how the dispute resolution process meets the requirements identified in 10 (a) – (h) of Annex A, whether supplied directly by itself or by a third party under contract (and identify the third party supplier of such services if applicable and how it meets the conflict of interest requirements identified in sections 1-3 of Annex A) as well as its process to submit the required information in Annexes D and E.**

See Appendix C for a description of BBB National Programs' Dispute Resolution Procedure.

MECHANISM FOR ENFORCING PROGRAM REQUIREMENTS

11. **Applicant Accountability Agent should provide an explanation of its authority to enforce its program requirements against participants.**

BBB National Programs will require all applicant organizations to sign a participation agreement detailing the terms of participation, including termination (see Appendices D and E). Section 6 of this agreement stipulates that "[i]f BBB National Programs determines that PARTICIPANT has failed to comply with the Agreement, BBB National Programs may terminate this Agreement unless PARTICIPANT cures such non-compliance within fifteen (15) business days of its receipt of written notice from BBB National Programs as provided by electronic mail to PARTICIPANT's primary contact listed in BBB National Programs records pursuant to section 14 of this Agreement. Pursuant to this notice, BBB National Programs shall advise PARTICIPANT of the terms of this Agreement with which it believes PARTICIPANT is no longer in compliance. BBB National Programs reserves the right to report PARTICIPANT's non-compliance to the Federal Trade Commission ("FTC") or other appropriate government agency.

Upon notice from BBB National Programs, Participant will immediately remove Certification Icons from any Privacy Statement out of scope of the Participant's certification."

12. **Applicant Accountability Agent should describe the policies and procedures for notifying a participant of non-compliance with Applicant's program requirements and provide a description of the processes in place to ensure the participant remedies the non-compliance.**
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As described in Appendix C (Dispute Resolution Procedure Rules), BBB National Programs has a process in place to notify a Participant of non-compliance and suspend participation arising from a complaint filed through the dispute resolution process. A Participant's obligation to follow this process is stipulated in Sections 4 and 5 of Appendices D and E and all other terms of participation in Section 6.

13. Applicant Accountability Agent should describe the policies and procedures to impose any of the penalties identified in 13 (a) – (e) of Annex A.

Section 5 (*Participation in the Dispute Resolution Procedure*) of Appendices D and E states that “[i]f PARTICIPANT is the subject of a complaint submitted by any party to BBB National Programs alleging a violation of the [CBPR Program Requirements in Appendix D, PRP Program Requirements in Appendix E], PARTICIPANT agrees to participate in the Procedure in accordance with the Procedure Rules. PARTICIPANT further agrees that in the event of PARTICIPANT’s non-compliance with the Procedure Rules, or with BBB National Programs’ final determination of a complaint, BBB National Programs may take enforcement action, which may include reporting PARTICIPANT’s non-compliance to the Federal Trade Commission (“FTC”) or other appropriate government agency.”

Section 6 (*Termination*) of Appendices D and E states that “[i]f BBB National Programs determines that PARTICIPANT has failed to comply with the Agreement, BBB National Programs may terminate this Agreement unless PARTICIPANT cures such non-compliance within fifteen (15) business days of its receipt of written notice from BBB National Programs as provided by electronic mail to PARTICIPANT’s primary contact listed in BBB National Programs records pursuant to section 14 of this Agreement. Pursuant to this notice, BBB National Programs shall advise PARTICIPANT of the terms of this Agreement with which it believes PARTICIPANT is no longer in compliance. BBB National Programs reserves the right to report PARTICIPANT’s non-compliance to the Federal Trade Commission (“FTC”) or other appropriate government agency. Upon notice from BBB National Programs, Participant will immediately remove Certification Icons from any Privacy Statement out of scope of the Participant’s certification.”

14. Applicant Accountability Agent should describe its policies and procedures for referring matters to the appropriate public authority or enforcement agency for review and possible law enforcement action. [NOTE: immediate notification of violations may be appropriate in some instances].

See above.

15. Applicant Accountability Agent should describe its policies and procedures to respond to requests from enforcement entities in Member Economies where possible.

BBB National Programs will respond to requests from enforcement entities in Member Economies that reasonably relate to the Economy and to the CBPR or PRP-related activities of BBB National Programs, where possible.



National Programs

Employee Conflict of Interest Policy

Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review by HR, the ethics hotline, or a member of BBB National Programs' senior leadership.

1. BBB National Programs employees shall avoid both the fact and appearance of any actual or potential conflict between the employee's interests (including interests of immediate family members) and BBB National Programs' interests.
2. BBB National Programs employees may not accept extravagant meals or entertainment purchased by BBB National Programs' customers or vendors unless approved in advance by the CEO, CFO, or COO. (Note: This restriction does not preclude participation in reasonably-priced business meals.)
3. BBB National Programs employees may not hold (directly or indirectly) a financial interest in an outside concern from which BBB National Programs purchases goods or services. Owning five percent (5%) or less of stock in a publicly traded company with which BBB National Programs does business is not a violation of this policy.
4. BBB National Programs employees may not accept personal compensation for job-related speaking engagements or other activities.
5. BBB National Programs employees may not represent BBB National Programs in any transaction in which the employee or a member of the employee's immediate family has a substantial interest.
6. BBB National Programs employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs.

Employees with a conflict-of-interest question should seek advice from HR, the ethics hotline, or BBB National Programs' senior leadership before engaging in any activity, transaction or relationship that might give rise to a conflict of interest.

Employees must promptly disclose existing, new, or potential future conflicts of interest as they become aware of such circumstances.



BBB NATIONAL PROGRAMS ORGANIZATIONAL APEC CBPR AND PRP CONFLICT OF INTEREST EMPLOYEE POLICY SUPPLEMENT

I. **Purpose**

The purpose of this policy is to ensure that BBB National Programs, Inc. (“BBB National Programs”) will be free of any actual or potential conflicts of interests in the performance of its duties as an Accountability Agent under the APEC Cross Border Privacy Rules (CBPR) and Privacy Recognition for Processors (PRP) Systems and is supplemental to the BBB National Programs Employee Conflict Of Interest Policy.

II. **Scope**

This policy applies to any BBB National Programs employee (“Certification Employee”) who certifies or performs certification-related activities for an applicant or participant organization under the CBPR and/or PRP systems. For purposes of this policy, a conflict of interest is any circumstance where an employee has an interest that compromises or reasonably could be seen to compromise the Certification Employee’s professional judgment, objectivity, or integrity when performing any tasks related to an applicant or participant organization’s certification and ongoing participation in the CBPR and/or PRP systems.

III. **Procedural Safeguards**

At no time may a Certification Employee have a direct or indirect affiliation with any applicant organization or participant organization that would prejudice the ability of the employee to render a fair decision with respect to the organization’s certification and ongoing participation in the CBPR and/or PRP systems.

Outside of the functions described in paragraphs 5-14 of the Accountability Agent APEC Recognition Application, at no time will any Director or Officer of BBB National Programs direct a Certification Employee to engage in:

- consulting or technical services related to the development or implementation of participant organization’s or applicant organization’s data privacy practices and procedures;
- consulting or technical services related to the development of participant organization’s or applicant organization’s privacy policy or statement;
- consulting or technical services related to participant organization’s or applicant organization’s security safeguards; or
- sales activities related to an applicant or participant organization.

IV. **Reporting and Review of Potential or Actual Conflicts of Interest and Recusal Process**

If an actual or potential conflict of interest is identified that cannot be otherwise mitigated, the Certification Employee must recuse themselves from any involvement in the certification process of the identified applicant or participant at which time the Certification Employee’s work will be reassigned to another team member. All mitigated conflicts will be reported to the Joint Oversight Panel along with an explanation of the specific mitigation procedures (e.g., employee recusal and reassignment) used to ensure that BBB National Programs remains free of actual or potential conflicts of interest arising from the engagement.



APEC CBPR and PRP Dispute Resolution Procedure Rules

Part 1: Procedure Overview and Definitions

1.1 Overview

BBB National Programs administers an Asia Pacific Economic Cooperation (“APEC”) Cross Border Privacy Rules (“CBPR”) and Privacy Recognition for Processors (“PRP”) Dispute Resolution Procedure (“Procedure”) pursuant to the BBB National Programs’ APEC CBPR and PRP Programs. This Procedure provides for the resolution¹ of complaints alleging that a business participating in BBB National Programs’ APEC CBPR and/or PRP Programs (“Participant”) has failed to comply with the BBB National Programs’ APEC CBPR and/or PRP Program requirements. By participating in the Procedure, all parties agree to abide by the rules set forth below.

1.2 Definitions

- (a) **“BBB National Programs”** is the dispute resolution provider that administers the Procedure.
- (b) **“Complaint”** means an allegation that a Respondent has failed to comply with the CBPR or PRP Program requirements.
- (c) **“Complainant”** means an individual who has filed a Complaint with the Procedure.
- (d) **“Case”** means a Complaint that BBB National Programs has determined to be eligible in accordance with Part 2.
- (e) **“Decision”** means the judgment reached by BBB National Programs based on the merits of the Case after considering all the evidence presented pursuant to this Procedure. All Decisions related to any Complaint made pursuant to this Procedure, including determinations of eligibility, are made within BBB National Programs’ sole discretion.
- (f) **“Participant”** has the meaning set forth in Section 1.1.
- (g) **“Parties”** are the Complainant and Respondent.
- (h) **“Personal Information”** is information relating to an identified or identifiable individual.
- (i) **“CBPR and PRP Program Requirements”** are those standards adopted by APEC Member Economies against which BBB National Programs has been approved to certify, available at: www.cbprs.org/documents.
- (j) **“Procedure”** has the meaning set forth in Section 1.1.
- (k) **“Respondent”** is a Participant alleged by Complainant to have failed to comply with the CBPR and/or PRP Program Requirements.

Part 2: Eligibility

2.1 Initial Review of Complaints

Upon contact by a potential Complainant, BBB National Programs will identify initial information about the potential Complaint and will seek additional information needed to determine eligibility. BBB National Programs will open a Case when it determines that the Complaint is eligible for resolution under the Procedure.

2.2. Verifying Identity of Complainant

BBB National Programs shall take reasonable steps to verify the identity of the Complainant. If, in the sole discretion of BBB National Programs, the identity of the Complainant cannot be verified, BBB National Programs shall decline to open a Case.

2.3 Eligible Complaint

To be eligible, a Complaint must:

- (a) Be made against a Participant;

¹ BBB National Programs may not order any corrective action, require payment of monetary damages, or require the Respondent to violate its legal obligations.



- (b) Allege that the Respondent failed to comply with the CBPR and/or PRP Program Requirements in relation to Complainant's covered Personal Information; include information to support Complainant's allegations as required by Section 2.3.1; follow a good faith effort to resolve the Complaint as required by Section 2.3.2; and not have been previously resolved by the Procedure, or by court action, arbitration, or other form of dispute settlement; and
- (c) Unless both Parties agree otherwise, not be currently the subject of litigation or any other adjudicatory process (including claims submitted for resolution through binding arbitration).

2.3.1 Information Required to Support a Complaint

Information submitted by a Complainant must be sufficient to permit both BBB National Programs and the Respondent to evaluate the Complaint adequately, and to enable the Respondent to respond to the Complaint. BBB National Programs shall be the sole decisionmaker of whether the information submitted is sufficient.

2.3.2 Prior Good Faith Attempt to Resolve Complaint

Prior to filing a Complaint with the Procedure, the Complainant must have made a good faith attempt to resolve the Complaint directly with the Respondent.

2.4 Eligibility Determination

BBB National Programs shall determine whether the Complaint is eligible and shall notify the Complainant within ten (10) days of the receipt of a Complaint of the following actions:

- (a) If BBB National Programs concludes that a Complaint is eligible and contains all necessary information, it shall docket the Complaint as a Case. BBB National Programs will then request a response from the Respondent within ten (10) days of opening the Case.
- (b) If BBB National Programs concludes that additional information is needed to sustain a Complaint, it shall promptly request the information from the Complainant. If the Complainant fails to provide the requested information within five (5) days, BBB National Programs may advise the Complainant that it cannot process the Complaint and that it will be closed.
- (c) If BBB National Programs concludes that a Complaint is not eligible for reasons other than a lack of information, it shall advise the Complainant that BBB National Programs cannot process the Complaint and that it will be closed. Where appropriate, BBB National Programs may provide the Complainant with the name and address of another organization, agency, or group that may have jurisdiction over the Complaint.

Part 3: Decision

3.1 Issuance

For those Complaints deemed eligible under 2.4(a) or (b), BBB National Programs shall make commercially reasonable efforts to provide a written Decision to the Parties within ten (10) days after receipt of all information as provided by the Parties. The Decision shall state whether and why corrective action is or is not necessary and if it is, provide a commercially reasonable time frame for such action to be implemented.

If BBB National Programs determines no further action by the Respondent is required, it will notify the Parties and close the Case.

If BBB National Programs determines that changes to the Respondent's privacy policies or practices are necessary to correct any noncompliance with the CBPR and/or PRP Program Requirements, the Respondent must submit a statement to BBB National Programs indicating whether and how it will comply with the Decision within five (5) days of its receipt of the Decision. BBB National Programs will notify the Parties once the required changes have been made and close the Case.



3.2 Noncompliance

BBB National Programs shall consider the Respondent's failure to respond or refusal to implement the identified corrective actions as noncompliant with the Decision. In such instances, BBB National Programs may suspend or terminate Respondent's participation in the CBPR and/or PRP Programs. In addition, in its sole discretion, BBB National Programs may report Respondent's non-compliance to the Federal Trade Commission ("FTC") or other appropriate government agency.

Part 4: Publication of Complaint Statistics and Case Notes

BBB National Programs shall annually report complaint statistics and anonymous case notes to the APEC CBPR and PRP Joint Oversight Panel. This Report will be published on the BBB National Programs APEC CBPR and PRP web pages and shall:

- (a) Provide a statistical summary of the number and nature of contacts from the public and the actions taken by BBB National Programs with respect to or those contacts. The statistical summary shall be comprised of aggregated data and shall not contain any Party-specific data.
- (b) Provide a statistical summary of the number and nature of Complaints deemed ineligible for processing during the period, including the specific reason for a determination of ineligibility. The statistical summary shall be comprised of aggregated data and shall not contain any Party-specific data.
- (c) Provide case notes on a selection of resolved complaints illustrating typical or significant interpretations and notable outcomes pursuant to the requirements of [APEC Accountability Agent Recognition Application, Annex D](#).

Part 5: General Provisions

5.1 Parties' Waiver of Subpoena Rights and Liability Claims

By participating in the Procedure, the Parties agree that they will not subpoena any of the following in any legal proceeding arising out of the matters at issue in the Procedure: BBB National Programs, its respective directors, officers, employees, independent contractors, volunteers, and agents, or any records of the Procedure. The Parties also agree that the following shall not be liable for any act or omission in connection with the Procedure: BBB National Programs, its respective directors, officers, employees, independent contractors, volunteers, and agents.

5.2 Confidentiality of Procedure Files

All deliberations, meetings, proceedings, and writings of the Procedure shall be sealed from public access and shall be treated as confidential by BBB National Programs except in the case of a referral to appropriate government agencies pursuant to Section 3.2. After the Procedure has been concluded and the Case has been closed, the Decision shall be the only permanent record required to be kept by BBB National Programs as to the basis of a Complaint, the issues defined, the facts and information presented, and the agreement reached by the parties or the conclusions reached by the Panelist.

5.3 Language

All proceedings will be conducted primarily in English. BBB National Programs shall furnish translation and interpretation services to the Parties as needed. All Decisions and associated documentation will be published in English.



BBB NATIONAL PROGRAMS CBPR PRIVACY PROGRAM PARTICIPATION AGREEMENT

1. **The Agreement.** This Participation Agreement (“Agreement”) is between BBB National Programs, Inc. (“BBB National Programs”), a Delaware nonprofit corporation, and [ENTER PARTICIPANT LEGAL NAME], a [ENTER STATE OF INCORPORATION] [ENTER TYPE OF ORGANIZATION], and any subsidiaries or affiliates listed in the current Covered Entities Addendum to this Agreement (collectively, “PARTICIPANT”) to participate in the **BBB National Programs CBPR Privacy Program** (“Program”). This Agreement shall take effect upon [ENTER DATE] (“Effective Date”).

2. **Participation Requirements.** As of the date of this Agreement, BBB National Programs is an approved Accountability Agent in good standing for the Asia Pacific Economic Cooperation’s (“APEC”) Cross Border Privacy Rules (“CBPR”) System. As an approved Accountability Agent, BBB National Programs may certify PARTICIPANT against the APEC CBPR System Program Requirements (“Program Requirements”) as approved for such certification. The scope of this certification will be reflected on the publicly facing Compliance Directory currently found here <http://cbprs.org/compliance-directory/cbpr-system/> as well as the landing page accessible through the BBB National Programs CBPR Privacy Program Certification Icon (“Certification Icon”). Participation in the Program is limited to the terms of participation in this Program alone. All other BBB National Programs’ self-regulatory, co-regulatory, National Partner, pledge, dispute resolution, or other programs are subject to their own terms of participation.

A. PARTICIPANT acknowledges receipt of the following, which are incorporated into this Agreement by reference and are appended hereto:

- i. APEC CBPR Program Requirements (“Program Requirements”) and
- ii. CBPR Program Dispute Resolution Procedure Rules (“Procedure Rules”).

B. PARTICIPANT represents and warrants that:

- i. the individual signing this Agreement on behalf of PARTICIPANT has the authority to bind PARTICIPANT to the terms and conditions of this Agreement;
- ii. PARTICIPANT is headquartered in the United States and is under the jurisdiction of the Federal Trade Commission (“FTC”);
- iii. PARTICIPANT will be truthful and accurate when providing evidence of compliance with the Program Requirements;

C. Within PARTICIPANT’s scope of certification, PARTICIPANT further represents and warrants that:

- i. PARTICIPANT will maintain compliance with the Program Requirements and continue to comply with the Program Requirements for the term of participation, as they now exist as of the Effective Date or may be modified and agreed to by the parties in a subsequent amendment;
- ii. changes to any publicly facing statements of privacy policies and practices (collectively, “Privacy Statements”) or other approved policies must first be notified in writing to and approved by BBB National Programs;
- iii. upon successful completion of the certification process, and at all times that PARTICIPANT’s certification remains active in good standing, PARTICIPANT will display the Certification Icon on all approved Privacy Statements;
- iv. all subsidiaries or affiliates covered under this Agreement will be subject to policies and Privacy Statements which will be reviewed and approved by BBB National Programs; and

- v. PARTICIPANT shall notify BBB National Programs, in writing, of any proposed changes to PARTICIPANT's subsidiaries or affiliates operating under BBB National Programs-approved policies and Privacy Statements to be covered under the Agreement no less than ten (10) days in advance of the proposed change in coverage.

3. Right to Display Certification Icon: PARTICIPANT acknowledges BBB National Programs' sole ownership of the Certification Icon and agrees not to challenge or interfere, directly or indirectly, with BBB National Programs' ownership thereof. PARTICIPANT will not assert or seek any rights in or protection of any kind, including registration of the Certification Icon, other than those rights granted by BBB National Programs under this Agreement.

A. Grant

- i. During the Term of this Agreement, BBB National Programs grants PARTICIPANT a revocable, nonexclusive, non-transferable, worldwide, fully paid license and right to display the Certification Icon solely on Privacy Statements approved by BBB National Programs as part of this certification. PARTICIPANT accepts such grant, subject to the terms and conditions set forth in this Agreement ("Grant").
- ii. PARTICIPANT agrees that this Grant does not constitute an endorsement of PARTICIPANT's products or services. PARTICIPANT may not sublicense, transfer, or assign the right to display the Certification Icon. PARTICIPANT may provide access and use of the Certification Icon on PARTICIPANT's behalf to web hosting service providers and contractors to display and make available the Certification Icon on PARTICIPANT's approved Privacy Statements within the scope of this certification.
- iii. PARTICIPANT understands that if it is merged, acquired by, or consolidated with another company, it must inform BBB National Programs within 30 days of the effective date. BBB National Programs will then review the circumstances of the merger, acquisition, or consolidation, to determine at its sole discretion whether PARTICIPANT must re-qualify to display the Certification Icon.

B. Right of Publicity

- i. BBB National Programs may refer to or list PARTICIPANT as a BBB National Programs-certified participant in the APEC CBPR System in marketing materials and regulatory filings, and in response to inquiries by the U.S. Department of Commerce, FTC, or other appropriate government agencies.

4. Dispute Resolution Procedure Requirements. As a condition of its approval as a CBPR Accountability Agent, BBB National Programs administers a CBPR Dispute Resolution Procedure ("the Procedure") to address complaints brought by individuals alleging that a participating organization has failed to comply with the requirements of the CBPR System Program Requirements. The Procedure is governed by the CBPR Dispute Resolution Procedure Rules ("Procedure Rules") posted on the BBB National Programs website. BBB National Programs may in its reasonable discretion, upon thirty (30) days prior notice to PARTICIPANT, amend or update the Procedure Rules. Such notice shall be provided by electronic mail to PARTICIPANT's primary contact identified in section 14 of this Agreement.

5. Participation in the Dispute Resolution Procedure. If PARTICIPANT is the subject of a complaint submitted by any party to BBB National Programs alleging a violation of the CBPR Program Requirements, PARTICIPANT agrees to participate in the Procedure in accordance with the Procedure Rules. PARTICIPANT further agrees that in the event of PARTICIPANT's non-compliance with the Procedure Rules, or with BBB National Programs' final determination of a complaint, BBB National Programs may take enforcement action, which may include reporting PARTICIPANT's non-compliance to the FTC or other appropriate government agency.

6. Termination. If BBB National Programs determines that PARTICIPANT has failed to comply with the Agreement, BBB National Programs may terminate this Agreement unless PARTICIPANT cures such non-compliance within fifteen (15) business days of its receipt of written notice from BBB National Programs as provided by electronic mail to PARTICIPANT's primary contact listed in BBB National Programs records pursuant to section 14 of this Agreement. Pursuant to this notice, BBB National Programs shall advise PARTICIPANT of the terms of this Agreement with which it believes PARTICIPANT is no longer in compliance. BBB National Programs reserves the right to report PARTICIPANT's non-compliance to the FTC or other appropriate government agency.

Upon notice from BBB National Programs, PARTICIPANT will immediately remove the Certification Icon from any Privacy Statement out of scope of PARTICIPANT's certification.

7. Fees and Costs. PARTICIPANT agrees to pay BBB National Programs the following fees and costs for its participation in the Program and the Procedure:

- A. An annual contract fee in accordance with the CBPR Privacy Program Fee posted on the BBB National Programs website on the date that this Agreement is executed by PARTICIPANT or is automatically renewed. The contract fee is assessed annually on the last day of the calendar month in which PARTICIPANT is fully certified under the Program ("Initial Certification Date").
- B. All amounts due under this Agreement shall be invoiced to PARTICIPANT by BBB National Programs and paid within thirty (30) days after receipt. BBB National Programs reserves the right to adjust the fees and costs upon (30) thirty days' notice.

8. Limitation of Liability. The maximum aggregate liability of BBB National Programs for all claims brought by PARTICIPANT for breach of this Agreement, regardless of the form or cause of action, shall be BBB National Programs' gross revenues from fees paid by PARTICIPANT under this Agreement.

9. Indemnification. PARTICIPANT shall indemnify, defend, save and hold harmless BBB National Programs and its subsidiaries and affiliated entities, assigns and their respective directors, officers, employees, independent contractors, volunteers, and agents (collectively, the "Indemnified Parties") from any and all liability, claims, costs, actions, judgments, obligations, losses, penalties, damages, or expenses (including attorney's fees and costs) imposed on, incurred by, or asserted against any of the Indemnified Parties arising out of or related to the Agreement that may be sustained by any breach or failure on the part of PARTICIPANT to comply with the terms of this Agreement or any obligations pursuant to this Agreement and such third-party claim would not have arisen but for any breach or failure of the PARTICIPANT to comply with the terms or obligations of this Agreement. PARTICIPANT agrees to pay BBB National Programs reasonable fees and expenses to reimburse BBB National Programs for its costs (including legal counsel fees and a reasonable estimate of its time) in preparing for, producing documents for, or testifying in any third-party legal proceeding relating to the PARTICIPANT and PARTICIPANT's participation in the Program to which BBB National Programs is a witness. It is understood and agreed that this indemnification provision shall survive the termination of the Agreement.

10. Term.

A. The first term of this Agreement shall be from the Effective Date until one year after the Initial Certification Date. This Agreement shall automatically renew for one-year terms thereafter unless terminated by either party. This Agreement may be terminated by either party upon thirty (30) days' written notice.

B. The expiration or termination of this Agreement shall not relieve either party of any obligations vested prior to the expiration or termination. Specifically, BBB National Programs will continue processing to completion outstanding privacy complaints initiated against PARTICIPANT during the term of this Agreement. PARTICIPANT agrees to cooperate with BBB National Programs in resolving such complaints

and further agrees to timely pay BBB National Programs any outstanding fees that may be incurred as a result.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, understandings, and obligations between the parties.

12. Assignment. PARTICIPANT may not assign or transfer, directly or indirectly, any of its rights or delegate any of its duties under this Agreement without the prior written consent of BBB National Programs.

13. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Delaware without regard to its conflict of laws provisions.

14. Survival. The rights and obligations contained in Sections 3-5, 7-9, 10(B), 11-19 will survive any termination or expiration of this Agreement.

15. Contact. PARTICIPANT designates the following primary contact, who shall receive all notices and other communications from BBB National Programs by electronic mail regarding PARTICIPANT's participation in the Procedure:

Name and Title:

Email:

PARTICIPANT agrees to keep this contact current. Such contact may be updated by written notice via electronic mail to BBB National Programs at **GlobalPrivacy@bbbnp.org**.

16. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

17. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

18. Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

19. Confidentiality. Any information exchanged between the parties pursuant to this Agreement that is designated as confidential including, but not limited to, business and marketing plans, programs, files, specifications, models, designs, pricing information, samples, tools, or other data, whether written, oral, or otherwise ("Confidential Information") shall only be used by the parties in connection with fulfilling their obligations under this Agreement. The parties will hold all Confidential Information in strict confidence and exercise due care with respect to its handling and protection. Nothing above shall restrict the right of either party to disclose Confidential Information that is ordered, required, requested or subpoenaed by a court or governmental or legislative or regulatory body asserting jurisdiction over such party. In such cases, Confidential Information may only be disclosed to the extent so ordered, required, requested or subpoenaed, and each party agrees: (i) to seek such body's confidential treatment of the Confidential Information to the extent legally available and (ii) to give the other party written notice of the order, requirement, request or subpoena within five (5) days of receipt or, in the event that such party has been advised by its legal counsel that providing such notice to the other party is not permissible under the circumstances,

then as soon as such disclosure to the other party is legally permissible. The provision of Confidential Information to BBB National Programs shall not prohibit BBB National Programs from being engaged by any third party to provide services to such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BBB NATIONAL PROGRAMS, INC.

[PARTICIPANT NAME]

By:

By:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Covered Entities Addendum

Additional Covered Entities:

Effective Date:

[PARTICIPANT NAME]

By:

Printed Name: _____

Title: _____



BBB NATIONAL PROGRAMS PRP PRIVACY PROGRAM PARTICIPATION AGREEMENT

1. **The Agreement.** This Participation Agreement (“Agreement”) is between BBB National Programs, Inc. (“BBB National Programs”), a Delaware nonprofit corporation, and [ENTER PARTICIPANT LEGAL NAME], a [ENTER STATE OF INCORPORATION] [ENTER TYPE OF ORGANIZATION], and any subsidiaries or affiliates listed in the current Covered Entities Addendum to this Agreement (collectively, “PARTICIPANT”) to participate in the **BBB National Programs PRP Privacy Program** (“Program”). This Agreement shall take effect upon [ENTER DATE] (“Effective Date”).

2. **Participation Requirements.** As of the date of this Agreement, BBB National Programs is an approved Accountability Agent in good standing for the Asia Pacific Economic Cooperation’s (“APEC”) Privacy Recognition for Processor (“PRP”) System. As an approved Accountability Agent, BBB National Programs may certify PARTICIPANT against the APEC PRP System Program Requirements (“Program Requirements”) as approved for such certification. The scope of this certification will be reflected on the publicly facing Compliance Directory currently found here <http://PRPs.org/compliance-directory/PRP-system/> as well as the landing page accessible through the BBB National Programs PRP Privacy Program Certification Icon (“Certification Icon”). Participation in the Program is limited to the terms of participation in this Program alone. All other BBB National Programs’ self-regulatory, co-regulatory, National Partner, pledge, dispute resolution, or other programs are subject to their own terms of participation.

- A. PARTICIPANT acknowledges receipt of the following, which are incorporated into this Agreement by reference and are appended hereto:
- i. APEC PRP Program Requirements (“Program Requirements”); and
 - ii. PRP Program Dispute Resolution Procedure Rules (“Procedure Rules”).

B. PARTICIPANT represents and warrants that:

- i. the individual signing this Agreement on behalf of PARTICIPANT has the authority to bind PARTICIPANT to the terms and conditions of this Agreement;
- ii. PARTICIPANT is headquartered in the United States and is under the jurisdiction of the Federal Trade Commission (“FTC”);
- iii. PARTICIPANT will be truthful and accurate when providing evidence of compliance with the Program Requirements;

C. Within PARTICIPANT’s scope of certification, PARTICIPANT further represents and warrants that:

- i. PARTICIPANT will maintain compliance with the Program Requirements and continue to comply with the Program Requirements for the term of participation, as they now exist as of the Effective Date or may be modified and agreed to by the parties in a subsequent amendment;
- ii. changes to any publicly facing statements of privacy policies and practices (collectively, “Privacy Statements”) or other approved policies must first be notified in writing to and approved by BBB National Programs;
- iii. upon successful completion of the certification process, and at all times that PARTICIPANT’s certification remains active in good standing, PARTICIPANT will display the Certification Icon on all approved Privacy Statements;
- iv. all subsidiaries or affiliates covered under this Agreement will be subject to policies and Privacy Statements which will be reviewed and approved by BBB National Programs; and

- v. PARTICIPANT shall notify BBB National Programs, in writing, of any proposed changes to PARTICIPANT's subsidiaries or affiliates operating under BBB National Programs approved policies and Privacy Statements to be covered under the Agreement no less than ten (10) days in advance of the proposed change in coverage.

3. Right to Display Certification Icon: PARTICIPANT acknowledges BBB National Programs' sole ownership of the Certification Icon and agrees not to challenge or interfere, directly or indirectly, with BBB National Programs' ownership thereof. PARTICIPANT will not assert or seek any rights in or protection of any kind, including registration of the Certification Icon, other than those rights granted by BBB National Programs under this Agreement.

A. Grant

- i. During the Term of this Agreement, BBB National Programs grants PARTICIPANT a revocable, nonexclusive, non-transferable, worldwide, fully paid license and right to display the Certification Icon solely on Privacy Statements governed by the privacy policies approved by BBB National Programs as part of this certification. PARTICIPANT accepts such grant, subject to the terms and conditions set forth in this Agreement ("Grant").
- ii. PARTICIPANT agrees that this Grant does not constitute an endorsement of PARTICIPANT's products or services. PARTICIPANT may not sublicense, transfer, or assign the right to display the Certification Icon. PARTICIPANT may provide access and use of the Certification Icon on PARTICIPANT's behalf to web hosting service providers and contractors to display and make available the Certification Icon on PARTICIPANT's approved Privacy Statements within the scope of this certification.
- iii. PARTICIPANT understands that if it is merged, acquired by, or consolidated with another company, it must inform BBB National Programs within 30 days of the effective date. BBB National Programs will then review the circumstances of the merger, acquisition, or consolidation, to determine at its sole discretion whether PARTICIPANT must re-qualify to display the Certification Icon.

B. Right of Publicity

- i. BBB National Programs may refer to or list PARTICIPANT as a BBB National Programs-certified participant in the APEC PRP System in marketing materials and regulatory filings, and in response to inquiries by the U.S. Department of Commerce, FTC, or other appropriate government agencies.

4. Dispute Resolution Procedure Requirements. As a condition of its approval as a PRP Accountability Agent, BBB National Programs administers a PRP Dispute Resolution Procedure ("the Procedure") to address complaints brought by individuals alleging that a participating organization has failed to comply with the requirements of the PRP System Program Requirements. The Procedure is governed by the PRP Dispute Resolution Procedure Rules ("Procedure Rules") posted on the BBB National Programs website. BBB National Programs may in its reasonable discretion, upon thirty (30) days prior notice to PARTICIPANT, amend or update the Procedure Rules. Such notice shall be provided by electronic mail to PARTICIPANT's primary contact identified in section 14 of this Agreement.

5. Participation in the Dispute Resolution Procedure. If PARTICIPANT is the subject of a complaint submitted by any party to BBB National Programs alleging a violation of the PRP Program Requirements, PARTICIPANT agrees to participate in the Procedure in accordance with the Procedure Rules. PARTICIPANT further agrees that in the event of PARTICIPANT's non-compliance with the Procedure Rules, or with BBB National Programs' final determination of a complaint, BBB National Programs may take enforcement action, which may include reporting PARTICIPANT's non-compliance to the FTC or other appropriate government agency.

6. Termination. If BBB National Programs determines that PARTICIPANT has failed to comply with the Agreement, BBB National Programs may terminate this Agreement unless PARTICIPANT cures such non-compliance within fifteen (15) business days of its receipt of written notice from BBB National Programs as provided by electronic mail to PARTICIPANT's primary contact listed in BBB National Programs records pursuant to section 14 of this Agreement. Pursuant to this notice, BBB National Programs shall advise PARTICIPANT of the terms of this Agreement with which it believes PARTICIPANT is no longer in compliance. BBB National Programs reserves the right to report PARTICIPANT's non-compliance to the FTC or other appropriate government agency.

Upon notice from BBB National Programs, PARTICIPANT will immediately remove the Certification Icon from any Privacy Statement out of scope PARTICIPANT's certification.

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- A. An annual contract fee in accordance with the PRP Privacy Program Fee posted on the BBB National Programs website on the date that this Agreement is executed by PARTICIPANT or is automatically renewed. The contract fee is assessed annually on the last day of the calendar month in which PARTICIPANT is fully certified under the Program ("Initial Certification Date").
- B. All amounts due under this Agreement shall be invoiced to PARTICIPANT by BBB National Programs and paid within thirty (30) days after receipt. BBB National Programs reserves the right to adjust the fees and costs upon (30) thirty days' notice.

8. Limitation of Liability. The maximum aggregate liability of BBB National Programs for all claims brought by PARTICIPANT for breach of this Agreement, regardless of the form or cause of action, shall be BBB National Programs' gross revenues from fees paid by PARTICIPANT under this Agreement.

9. Indemnification. PARTICIPANT shall indemnify, defend, save and hold harmless BBB National Programs and its subsidiaries and affiliated entities, assigns and their respective directors, officers, employees, independent contractors, volunteers, and agents (collectively, the "Indemnified Parties") from any and all liability, claims, costs, actions, judgments, obligations, losses, penalties, damages, or expenses (including attorney's fees and costs) imposed on, incurred by or asserted against any of the Indemnified Parties arising out of or related to the Agreement that may be sustained by any breach or failure on the part of PARTICIPANT to comply with the terms of this Agreement or any obligations pursuant to this Agreement and such third-party claim would not have arisen but for any breach or failure of the PARTICIPANT to comply with the terms or obligations of this Agreement. PARTICIPANT agrees to pay BBB National Programs reasonable fees and expenses to reimburse BBB National Programs for its costs (including legal counsel fees and a reasonable estimate of its time) in preparing for, producing documents for, or testifying in any third party legal proceeding relating to the PARTICIPANT and PARTICIPANT's participation in the Program to which BBB National Programs is a witness. It is understood and agreed that this indemnification provision shall survive the termination of the Agreement.

10. Term.

- A. The first term of this Agreement shall be from the Effective Date until one year after the Initial Certification Date. This Agreement shall automatically renew for successive one-year terms thereafter unless terminated by either party. This Agreement may be terminated by either party upon thirty (30) days' written notice.
- B. The expiration or termination of this Agreement shall not relieve either party of any obligations vested prior to the expiration or termination. Specifically, BBB National Programs will continue processing to completion outstanding privacy complaints initiated against PARTICIPANT during the term of this Agreement. PARTICIPANT agrees to cooperate with BBB National Programs in resolving such complaints and further agrees to timely pay BBB National Programs any outstanding fees that may be incurred as a result.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, understandings, and obligations between the parties.

12. Assignment. PARTICIPANT may not assign or transfer, directly or indirectly, any of its rights or delegate any of its duties under this Agreement without the prior written consent of BBB National Programs.

13. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Delaware without regard to its conflict of laws provisions.

14. Survival. The rights and obligations contained in Sections 3-5, 7-9, 10(B), 11-19 will survive any termination or expiration of this Agreement.

15. Contact. PARTICIPANT designates the following primary contact, who shall receive all notices and other communications from BBB National Programs by electronic mail regarding PARTICIPANT's participation in the Procedure:

Name and Title:

Email:

PARTICIPANT agrees to keep this contact current. Such contact may be updated at by written notice via electronic mail to BBB National Programs at **GlobalPrivacy@bbbnp.org**.

16. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

17. Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

18. Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

19. Confidentiality. Any information exchanged between the parties pursuant to this Agreement that is designated as confidential including, but not limited to, business and marketing plans, programs, files, specifications, models, designs, pricing information, samples, tools, or other data, whether written, oral, or otherwise ("Confidential Information") shall only be used by the parties in connection with fulfilling their obligations under this Agreement. The parties will hold all Confidential Information in strict confidence and exercise due care with respect to its handling and protection. Nothing above shall restrict the right of either party to disclose Confidential Information that is ordered, required, requested or subpoenaed by a court or governmental or legislative or regulatory body asserting jurisdiction over such party. In such cases, Confidential Information may only be disclosed to the extent so ordered, required, requested or subpoenaed, and each party agrees: (i) to seek such body's confidential treatment of the Confidential Information to the extent legally available and (ii) to give the other party written notice of the order, requirement, request or subpoena within five (5) days of receipt or, in the event that such party has been advised by its legal counsel that providing such notice to the other party is not permissible under the circumstances, then as soon as such disclosure to the other party is legally permissible. The provision of Confidential Information to BBB National Programs shall not prohibit BBB National Programs from being engaged by any third party to provide services to such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BBB NATIONAL PROGRAMS, INC.

[PARTICIPANT NAME]

By:

By:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Covered Entities Addendum

Additional Covered Entities:

Effective Date:

[PARTICIPANT NAME]

By:

Printed Name: _____

Title: _____