



Confidentiality and Non-Disclosure Agreement

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the Agreement) made this _____ day of _____, 20____, by _____ (the Applicant).

- 1. Purpose** The Tennessee Land Title Association (TNLTA) has established the coveted designation of Tennessee Land Title Professional (TNLTP) for certain of its members who have demonstrated the knowledge, experience, and dedication essential to the safe and efficient transfer of real property and reflect the highest standards of competence and professionalism within the Tennessee land title industry. Through this program, TNLTA seeks to encourage adherence to these standards among all title professionals who would aspire to receive such designation. In order to receive the TNLTP designation, the Applicant must fulfill several requirements, including achieving a grade of at least eighty-five percent (85%) or better on each of the chapter quizzes in the “Tennessee Title Insurance Proficiency Test” (hereinafter, Test) approved by the TNLTA. The quizzes associated with the Test are designed to assess comprehension of written materials contained in the Tennessee Land Title Association’s “*Principles of Title Insurance - Tennessee, 2nd Edition*” (or the most current edition available associated with the current set of quizzes.)
- 2. Restricted access and use to all aspects of the Test.** Access is granted to the online Test solely for your attempted qualification for the TNLTP designation or other TNLTA approved certification. ***The quiz questions and answers that make up the Test, and any special code required to access the Test, are deemed by the TNLTA to be Confidential Information. You are prohibited from providing any third party any special access code that allows access the online Test. Additionally, you are not authorized to make, retain or in any manner disseminate, any written or electronic record of the questions or answers on the Test, including, but not limited to, written notes, screen capture or audio recordings.***
- 3. Non-Disclosure of Confidential Information.** By executing this Agreement, the Applicant covenants and agrees that he/she shall (i) refrain from answering, in any manner whatsoever, detailed inquiries about the Test, its questions, or the possible answers to any

of the questions; (ii) never affirmatively disclose to any person any of the Test questions or possible answers to such questions; and (iii) not participate in any forum or discussion which would discuss specific Test questions or possible answers, be it/they oral, electronic, written or otherwise. Furthermore, the Applicant covenants and agrees to immediately notify the TNLTA in the event that he/she discloses any Confidential Information, either inadvertently or otherwise, to anyone other than the TNLTP Designation Committee or TNLTA Executive Director.

- 4. Remedies.** The Applicant understands and agrees that the beneficiary of this Agreement is the TNLTA, and that any violation/breach or threatened violation/breach of the terms of this Agreement will cause irreparable injury to the TNLTA, its TNLTP program and the value of such designation to those who have already achieved such status. In addition to any and all remedies that may be available to the TNLTA for such violations/breach, it shall be entitled to injunctive relief against any threatened violation/breach of any term or provision of this Agreement by the Applicant and an award of reasonable attorney's fees without the necessity of proving actual damages.

THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT, and by signing this Agreement, agrees to all of the aforementioned terms, conditions and policies.

By:

Applicant's Signature

Applicant's Name Printed

Date