



Confidentiality and Conflict of Interest Agreement

100 Majestic Drive, Suite 400 ♦ Westby, WI 54667

To: Craig Johnson
Executive Director, Streamlined Sales Tax Governing Board

I understand that all information each Certified Service Provider ("CSP") and Certified Automated System ("CAS") applicant or contractor, including their subcontractors and partners, provide during or subsequent to the certification or recertification process, is considered proprietary and cannot be released or discussed in any manner with any other CSP or CAS candidate or contractor, or with any individual not involved in the certification, recertification, or other CSP and CAS evaluation processes established by the Streamlined Sales and Use Tax Governing Board ("Governing Board"). I agree to hold all such proprietary information in trust and confidence and agree that it shall be used only for purposes related to certification, recertification and other evaluation processes and shall not be used for any other purpose or disclosed to any third party without written authorization from the Executive Director of the Governing Board. It is understood that this nondisclosure obligation shall not apply to any information that is generally known in the field or industry prior to the date of this agreement, or becomes, through no fault of the undersigned, common knowledge within the field or industry thereafter.

I hereby certify that to my knowledge, neither I nor any member of my immediate family has a financial interest in or fiduciary relationship to any CSP or CAS candidate or contractor, or to a direct competitor of any CSP or CAS candidate or contractor under consideration by the Governing Board. I further certify that no other relationship with or bias towards any CSP or CAS candidate or contractor exists which would prevent me from evaluating any CSP or CAS candidate or contractor solely on its merits, or from performing any other duties that I have undertaken on behalf of the Governing Board. I agree that if, at any time in the future, I develop any bias toward any CSP or CAS candidate or contractor, or establish any relationship that may create the perception of bias, I shall immediately make a written disclosure to the Executive Director of the Governing Board, and a determination will be made by the Executive Director of the appropriateness of my participating in the certification, recertification, or other evaluation process.

It is understood that nothing in this agreement shall supersede, limit, or otherwise modify the provisions of any agreement signed between me and my employer. If I discover an actual or potential violation of any of the above understandings, I shall promptly submit a written statement to the Executive Director of the Governing Board regarding the matter and request written instructions for the disposition of the matter.

State: _____

Name (type or print): _____

Signature: _____ Date: _____