

**Streamlined Sales Tax
Core Team Member
Confidentiality and Conflict of Interest Agreement**

To: Craig Johnson, Executive Director
Streamlined Sales Tax Governing Board, Inc.
100 Majestic Drive, Suite 400
Westby, WI 54667

I understand that all information provided by each Certified Service Provider ("CSP") and Certified Automated System ("CAS") contractor, including that provided by their subcontractors and partners, either during the certification, recertification, or contract compliance evaluation process, or subsequent thereto is to be considered proprietary or trade secret information under applicable state government data practices laws and as such cannot be released or discussed in any manner with any other CSP or CAS candidate or contractor, or with any individual or state representative not involved in the contract compliance evaluation process established by the Streamlined Sales and Use Tax Governing Board ("Governing Board"). I agree to hold all such trade secret information and any confidential tax information in trust and confidence and agree that it shall be used only for purposes related to the contract compliance evaluation process 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 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 contract compliance evaluation process.

It is understood that nothing in this agreement shall supersede, limit, or otherwise modify the provisions of any agreement entered into 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.

Name (printed)

Signature Date