Data Protection and Confidentiality Agreement

Closed beta · Sample copy for review. This sample cannot be signed. The agreement you sign will be issued to you directly before any data is shared.

Provider	Data Jigsaw Limited, trading as AgencyTally, a company registered in England and Wales, company number 09655831 ("AgencyTally", "we", "us").
Agency	The independent insurance agency named on the signature page ("the Agency", "you").
Purpose	Reconciliation of carrier commission statements against the Agency's policy records during the AgencyTally closed beta ("the Service").

1. Definitions

Agency Data means all information the Agency provides to us or that we create from it, including carrier commission statements, policy and premium records, policyholder names and details, producer details, and the reports we produce.

Nonpublic Personal Information has the meaning given in the Gramm-Leach-Bliley Act and the privacy and safeguards rules adopted under it by US states.

Security Incident means any actual or reasonably suspected unauthorized access to, use, disclosure, loss or alteration of Agency Data.

2. Our role

We act only as a back-office service provider to the Agency. We process Agency Data solely on the Agency's documented instructions and solely to provide the Service.

We do not sell, solicit or negotiate insurance, adjust or handle claims, collect premium, or contact the Agency's policyholders, carriers or producers. All follow-up with carriers remains the Agency's decision and responsibility.

Our fees are flat service fees. We never receive any share or percentage of insurance commission. During the closed beta the Service is provided free of charge.

3. Ownership

The Agency owns all Agency Data at all times. Nothing in this agreement transfers any right, title or interest in Agency Data to us. We gain no right to use Agency Data for any purpose other than the Service.

4. No sharing, no sale

We will not sell, rent, license, disclose or share Agency Data with any third party, except: (a) with the Agency's prior written consent; (b) with the service providers listed in clause 7, strictly to run the Service; or (c) where required by law, in which case we will give the Agency prompt notice, where lawful, so it may seek protection.

We will not use Agency Data for marketing, for profiling, or to contact any person named in it.

We will not use Agency Data to train general-purpose artificial intelligence models, or allow any provider to do so.

5. Customer separation

Each agency's data is held in its own separate, access-controlled workspace. Agency Data is never combined, pooled, cross-referenced or compared with any other agency's data.

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Reports for one agency are generated only from that agency's own data and are delivered only to that agency's authorized contacts.

Any learning we use to improve the Service, such as recognizing a carrier's statement layout, contains no Agency Data and no information that identifies the Agency, its policyholders or its producers.

6. Security safeguards

We maintain a written information security program with administrative, technical and physical safeguards appropriate to the sensitivity of Agency Data, consistent with GLBA safeguards requirements. This includes:

- encryption of Agency Data in transit and at rest;
- access limited to named personnel who need it to deliver the Service, protected by multi-factor authentication;
- confidentiality obligations on all personnel with access;
- logging of access to Agency Data;
- secure transfer channels agreed with the Agency, including a dedicated beta mailbox or secure file link. We ask the Agency not to send Agency Data to any other address.

A copy of our data security policy is provided with the signature copy of this agreement.

7. Service providers

We use a limited number of reputable service providers for email, secure storage and hosting. Each is bound by written terms at least as protective as this agreement. We will give the Agency a current list on request and notice before adding a new provider that will hold Agency Data.

8. Security incidents

We will notify the Agency without undue delay, and in any event within 72 hours of becoming aware of a Security Incident affecting Agency Data. We will provide the information reasonably needed for the Agency to meet its own notification duties, take reasonable steps to contain the incident, and cooperate with the Agency's response.

9. Retention, return and deletion

We keep Agency Data only for as long as needed to provide the Service. At the end of the beta, or at any earlier time on the Agency's written request, we will return the Agency's reports and securely delete all Agency Data within 30 days, and confirm deletion in writing.

The Agency may withdraw from the beta at any time, for any reason, by email.

10. Confidentiality

Each party will keep confidential all non-public information received from the other, use it only for this agreement, and protect it with at least reasonable care. These obligations survive the end of this agreement.

11. Agency responsibilities

The Agency confirms it is entitled to share Agency Data with us for the Purpose and will send it only through the agreed secure channels.

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12. Liability and law

Nothing in this agreement limits liability that cannot be limited by law. This agreement is governed by the laws of England and Wales, without prejudice to any mandatory rights the Agency or its policyholders have under applicable US federal or state law.

Signature

For Data Jigsaw Limited, trading as AgencyTally	For the Agency
Name: _____ Title: _____ Date: _____	Agency: _____ Name: _____ Title: _____ Date: _____

This sample is published so you can review our commitments before applying. It is not an offer and cannot be signed. Questions: pilot@agencytally.com.

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