DISCLOSURE

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Federal Action:	2. Status of Federal Action:	3. Report Type:
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name and Address of Lobbying Entity (*if individual, last name, first name, MI*):	b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (*check all that apply*):	13. Type of Payment (*check all that apply*):
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment (*check all that apply*): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16.	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL

Reporting Entity: _____ Page _____ of _____

PAYMENT INFORMATION FORM
TREASURY FINANCIAL COMMUNICATIONS SYSTEMS

The information requested on this form concerning your financial institution should be available through your company's Treasurer or financial institution.

If your financial institution has access to the Federal Reserve Communications System, please only complete items 1-9. If your financial institution does not have access to the Federal Reserve Communications System, please complete all items except item 7.

1. Name of Company: _____
2. Address: _____
3. Contact Point: _____
4. Phone Number: _____
5. Name of Financial Institution: _____
6. Address of Financial Institution: _____
7. Financial Institution's 9-digit ABA Identifying Number for Routing Transfer of Funds: _____ (Complete only if your financial institution has access to the Federal Reserve Communications System).
8. Telegraphic Abbreviation of Financial Institution: _____
9. Account Number at you Financial Institution to be Credited with the funds: _____.
10. Name of the correspondent financial institution your financial institution receives electronic funds transfer messages through, if it does not have access to the Federal Reserve Communications Systems: _____

DOCUMENT 42

11. Address of correspondent Financial Institution: _____

12. Correspondent Financial Institution's 9-digit ABA identifying number for routing transfer of funds: _____

13. Telegraphic Abbreviation of correspondent Financial Institution: _____.

14. Signature and Title of person completing this form:

_____
Signature

_____
Date

_____
Title

15. Comments:

_____

_____

_____

16. Mail to: Federal Bureau of Investigation
Room 1987
Washington, DC 20535

OPCA-20 (12-3-96)

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FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

_____ Page(s) withheld entirely at this location in the file. One or more of the following statements, where indicated, explain this deletion.

☐ Deletions were made pursuant to the exemptions indicated below with no segregable material available for release to you.

Section 552		Section 552a
☐ (b)(1)	☐ (b)(7)(A)	☐ (d)(5)
☐ (b)(2)	☐ (b)(7)(B)	☐ (j)(2)
☐ (b)(3)	☐ (b)(7)(C)	☐ (k)(1)
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☐ (b)(4)	☐ (b)(8)	☐ (k)(5)
☐ (b)(5)	☐ (b)(9)	☐ (k)(6)
☐ (b)(6)		☐ (k)(7)

☐ Information pertained only to a third party with no reference to the subject of your request or the subject of your request is listed in the title only.

☐ Documents originated with another Government agency(ies). These documents were referred to that agency(ies) for review and direct response to you.

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_____ Page(s) withheld inasmuch as a final release determination has not been made. You will be advised as to the disposition at a later date.

_____ Pages were not considered for release as they are duplicative of _____

2 Page(s) withheld for the following reason(s): Checkpoint Documents

☒ The following number is to be used for reference regarding these pages:
Document 44, pgs. 1-2

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☐ (b)(2)	☐ (b)(7)(B)	☐ (j)(2)
☐ (b)(3)	☐ (b)(7)(C)	☐ (k)(1)
_____	☐ (b)(7)(D)	☐ (k)(2)
_____	☐ (b)(7)(E)	☐ (k)(3)
_____	☐ (b)(7)(F)	☐ (k)(4)
☐ (b)(4)	☐ (b)(8)	☐ (k)(5)
☐ (b)(5)	☐ (b)(9)	☐ (k)(6)
☐ (b)(6)		☐ (k)(7)

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_____ Page(s) withheld inasmuch as a final release determination has not been made. You will be advised as to the disposition at a later date.

2 Pages were not considered for release as they are duplicative of Disclosure Form

_____ Page(s) withheld for the following reason(s): _____

☒ The following number is to be used for reference regarding these pages:
Document 45, pages 1-2

XXXXXXXXXXXXXXXXX
X Deleted Page(s) X
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X for this ---

OPCA-20 (12-3-96)

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FEDERAL BUREAU OF INVESTIGATION
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2 Pages were not considered for release as they are duplicative of Payment Info. Form

_____ Page(s) withheld for the following reason(s): _____

☒ The following number is to be used for reference regarding these pages:
Document 46, pages 1-2

XXXXXXXXXXXXXXXXXX

52.228-7 -- Insurance -- Liability to Third Persons (Mar 1996)

As prescribed in 28.311-1, insert the following clause:

Insurance -- Liability to Third Persons (Mar 1996)

(a)

(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed --

(1) For that portion --

(i) Of the reasonable cost of insurance allocable to this contract; and
(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for --

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) --

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of --

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall --

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

(End of Clause)

52.228-8 -- Liability and Insurance -- Leased Motor Vehicles (May 1999)

As prescribed in 28.312, insert the following clause:

Liability and Insurance -- Leased Motor Vehicles (May 1999)

(a) The Government shall be responsible for loss of or damage to --

(1) Leased vehicles, except for --

(i) Normal wear and tear; and

(ii) Loss or damage caused by the negligence of the Contractor, its agents, or employees; and

(2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28

U.S.C.2671-2680).

(b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.

(c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least $200,000 per person and $500,000 per occurrence for death or bodily injury and $20,000 per occurrence for property damage or loss.

(d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective

(1) for such period as the laws of the State in which this contract is to be performed prescribe or

(2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.

(e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

(End of Clause)

b7c

b7c

From: [redacted]
To:
Date: 7/27/00 4:13PM
Subject: Non Disclosure Agreement - Rough Draft.

b7c

Please see that [redacted] gets a copy of this too, I can't find him on e-mail. Thanks

Since I won't be around for a bit, I wanted you all to have an idea about the non disclosure Agreement. I added in space for definitions of public source information and an exhibit at the back. I wanted it make it exhibit C, but that would have messed up some of the references in the document . I can fix that later. If someone could fill in the blanks with a good Definition and/or start listing items to fill in the exhibits that would be great. Anyway you can massage this or play around with it while I'm gone. Food for thought so to speak.

CC: [redacted] b7c

for attachments
updates master.ndx

OPCA-20 (12-3-96)

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Section 552

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☐ (b)(9)

Section 552a

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_____ Pages were not considered for release as they are duplicative of _____

1 Page(s) withheld for the following reason(s): Duplicate Document

☒ The following number is to be used for reference regarding these pages:
Document 49

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- talk to [redacted] b7C

* auto trash / Chin pers ord Line / DBT?
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SECRET

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1 how crime one can apply to us.

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OPCA-20 (12-3-96)

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FEDERAL BUREAU OF INVESTIGATION
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Section 552

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Section 552a

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_____ Pages were not considered for release as they are duplicative of _____

☐ Page(s) withheld for the following reason(s): Choicepoint Information Contained in FBI's document.

The following number is to be used for reference regarding these pages: Document 53

XXXXXXXXXXXXXXXXXX
X Deleted Page(s) X
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Subscriber agent?

Can they do it in FBI spec. – yes they can
terminal Dedicated stand alone
b2 Dedicated Line into facility
Paper [redacted] but not necessary.
paper [redacted]?

Place of payment

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[redacted] Subscriber agents they want to look into it

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8/30/02 #945608
CLASSIFIED BY: SP5 NCKSB
REASON: 1.5 (C)
DECLASSIFY ON: X

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

SECRET

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b2

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△ guidelines

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Exhibit 7th

~~SECRET~~

DOCUMENT 57

(3)

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 1999, between ChoicePoint, Inc. having offices located at 1000 Alderman Drive, Alpharetta, Georgia 30005 (hereinafter called "ChoicePoint"), and the United States Government, Department of Justice, Federal Bureau of Investigation (hereinafter the "FBI"), having offices located at 935 Pennsylvania Avenue, N.W., Wahington, D.C. 20035.

WHEREAS, ChoicePoint and the FBI possess certain information specified on Exhibits A and B hereto, which is not available to the public, which ChoicePoint and the FBI desire to protect against disclosure or competitive use; and

WHEREAS, in order to facilitate discussions and analyses between ChoicePoint and the FBI, certain confidential and proprietary, technical, financial, business, public source information, and law enforcement sensitive information may be disclosed by the FBI or ChoicePoint,

NOW, THEREFORE, the parties agree to the following:

A. DEFINITIONS

1. The term "Information," as used in this Agreement, means business or law enforcement data, including but not limited to all specifications, drawings, sketches, models, samples, reports, plans, forecasts, current or historical data, computer programs or documentation and all other technical and financial data.

2. "Proprietary Information" is defined as information which is in the possession of ChoicePoint, is not generally available to the public, and which ChoicePoint desires to protect against unrestricted disclosure or competitive use. Proprietary Information includes, but is not limited to, the information specified in Exhibit B of this agreement.

3. "Sensitive Law Enforcement Information" is defined as information which is in the possession of the FBI, is not available to the public, and which the FBI desires to protect against unrestricted disclosure. It is information that, if disclosed, could harm or otherwise impede investigative activities, investigative techniques, or other activities of the FBI. Sensitive Law Enforcement Information includes, but is not limited to, the information specified in Exhibit A of this agreement.

4. Public Source Information is defined as ??????

B. INFORMATION MARKING

1. All information which is disclosed by ChoicePoint to the FBI and which is to be protected hereunder as Proprietary Information of ChoicePoint shall:

a) if in writing or other tangible form, be conspicuously labeled as Proprietary, Confidential or the like at the time of delivery and contain this statement: "Not to be disclosed or used outside the FBI except with written approval from ChoicePoint";

b) if oral, be identified as Proprietary Information at the time of disclosure and, if subsequently reduced to writing by either party, the writing shall be labeled as indicated in section B(1)(a) above.

ChoicePoint shall have the right to correct any inadvertent failure to designate information as Proprietary Information by written notification to the FBI. After receiving said notification, the FBI shall from that time forward treat such information as Proprietary Information and shall protect such Proprietary Information.

2. All information which is disclosed by the FBI to ChoicePoint and which is to be protected hereunder as Sensitive Law Enforcement Information shall:

a) if in writing or other tangible form, be conspicuously labeled as Law Enforcement Sensitive or the like at the time of delivery and contain this statement: "This information includes data that should not be disclosed outside ChoicePoint without written approval from the FBI."

b) if oral, be identified as Sensitive Law Enforcement Information at the time of disclosure and, if subsequently reduced to writing by either party, the writing shall be labeled as indicated in section B(2)(a) above.

The FBI shall have the right to correct any inadvertent failure to designate information as Law Enforcement Sensitive by written notification to ChoicePoint. After receiving said notification, ChoicePoint shall from that time forward treat such information as Sensitive Law Enforcement Information and shall protect such Sensitive Law Enforcement Information.

INFORMATION DISCLOSURE AND RESTRICTIONS

1. All disclosures of Proprietary or Sensitive Law Enforcement Information between the parties pursuant to this Agreement shall be made by or under the supervision of the Designated Coordinator for each party. Such Coordinators are identified in section G.

2. Subject to the provisions of section C(3) with respect to any Proprietary Information provided hereunder, the FBI shall treat such information in the following manner:

a) restrict disclosure of Proprietary Information to only those FBI employees and other Federal employees who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit C;

b) restrict disclosure of Proprietary Information to only its agents, advisors, consultants, contractors and/or subcontractors who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit C;

c) restrict disclosure of Proprietary Information to other state or local law enforcement officials involved in the implementation of the **XXXX Program** who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit C;

d) advise all FBI employees and non-FBI employees who are members of or working with the **XXXX Program** or who otherwise have access to the Proprietary Information, of the obligation to protect Proprietary Information provided hereunder and, as mentioned in sections C(2)(a) - C(2)(c) above, obtain the agreement of all FBI employees and non-FBI employees to be so bound as evidenced by their signature on the form attached hereto as Exhibit C;

e) use the Proprietary Information provided hereunder only for purposes directly related to determining xxxxxxxxxxxxx requirements for **XXXX Program**, and for no other purposes except as provided in section J of this Agreement;

f) contest disclosure to any third party pursuant to any

Freedom of Information Act request for disclosure of ChoicePoint Proprietary Information and notify ChoicePoint in writing of any such request.

3. The obligations imposed upon the FBI herein shall not apply to information, whether or not designated as Proprietary Information, which is:

a) rightfully received from a third party without restriction and without breach of this Agreement;

b) independently developed by the FBI without use of ChoicePoint Proprietary Information;

c) disclosed without similar restrictions to a third party by ChoicePoint;

d) approved in writing by ChoicePoint for disclosure;

e) required to be disclosed by the FBI pursuant to statute, regulation, or a valid order of a court; provided, however, the FBI shall have first given notice to ChoicePoint and made an effort to obtain a protective order.

4. Subject to the provisions of section C(5) with respect to any Sensitive Law Enforcement Information provided hereunder, ChoicePoint shall treat such information in the following manner:

a) restrict disclosure of Sensitive Law Enforcement Information to only those ChoicePoint employees who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit C;

b) restrict disclosure of Sensitive Law Enforcement Information to only its agents, advisors, consultants, contractors and/or subcontractors who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit C;

c) advise all ChoicePoint employees and non-ChoicePoint employees who have access to the Sensitive Law Enforcement Information of the obligation to protect Sensitive Law Enforcement Information provided hereunder and, as mentioned in sections C(4)(a) and C(4)(b) above, obtain the agreement of all ChoicePoint and non-ChoicePoint employees to be so bound as evidenced by their signature on the form attached hereto as Exhibit

C;

d) use the Sensitive Law Enforcement Information provided hereunder only for purposes directly related to determining implementation requirements for CALEA, and for no other purposes;

5. The obligations imposed upon ChoicePoint herein shall not apply to information whether or not designated as Sensitive Law Enforcement Information, which is:

a) rightfully received from a third party without restriction and without breach of this Agreement;

b) independently developed by ChoicePoint without use of Sensitive Law Enforcement Information;

c) disclosed without similar restrictions to a third party by the FBI;

d) approved in writing by the FBI for disclosure by ChoicePoint;

e) required to be disclosed by ChoicePoint pursuant to statute, regulation, or a valid order of a court; provided, however, ChoicePoint shall have first given notice to the FBI and made an effort to obtain a protective order.

D. INFORMATION OWNERSHIP RIGHTS

1. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license in any Proprietary Information disclosed to the FBI or in any Sensitive Law Enforcement Information disclosed to ChoicePoint. All Proprietary Information shall remain the property of ChoicePoint and shall be returned by the FBI to ChoicePoint upon written request. Likewise, all Sensitive Law Enforcement Information shall remain the property of the FBI and shall be returned by ChoicePoint to the FBI upon written request. **If the parties hereto decide to enter into a reimbursement agreement as authorized by XXXX Program or any licensing arrangement regarding any Proprietary Information or present or future patent claims disclosed hereunder, it shall be done only on the basis of a separate written agreement between them.** No disclosure to the FBI of any Proprietary Information hereunder shall be construed to be a public disclosure of such Proprietary Information by ChoicePoint for any purpose whatsoever. No disclosure to ChoicePoint of any Sensitive Law Enforcement Information hereunder shall be construed to be a public disclosure of such Sensitive Law Enforcement Information by the FBI for any purpose whatsoever.

E. NO FURTHER OBLIGATIONS

1. The furnishing of any Proprietary or Sensitive Law Enforcement Information hereunder shall not obligate ChoicePoint or the FBI to enter into any further agreement or negotiation or to refrain from entering into an agreement or negotiation with any other party, provided that an agreement with any other party complies with this non-disclosure Agreement.

F. UNAUTHORIZED DISCLOSURE

1. In the event the FBI discloses, disseminates, or releases any Proprietary Information received from ChoicePoint, except as provided in this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and ChoicePoint may demand prompt return of all Proprietary Information previously provided to the FBI. The provisions of this paragraph apply in addition to any other legal rights or remedies the parties may have under Federal law.

2. In the event ChoicePoint discloses, disseminates, or releases any Sensitive Law Enforcement Information received from the FBI, except as provided in this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the FBI may demand prompt return of all Sensitive Law Enforcement Information previously provided to ChoicePoint. The provisions of this paragraph apply in addition to any other legal rights or remedies the parties may have under Federal law.

G. DESIGNATED COORDINATORS

1. The Designated Coordinators for the parties are:

For ChoicePoint: _____

For the FBI: _____

Each party may change its Designated Coordinator at any time during the term of this Agreement by notifying the Designated Coordinator for the other party in writing.

H. ENTIRE AGREEMENT, MODIFICATION, DURATION, AND TERMINATION

1. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified except by a writing signed by both parties.

2. This Agreement shall be effective from August _____, 2000 through August _____, 2004 unless amended, in writing, by mutual written agreement of the parties. Notwithstanding the

above, the provisions concerning nondisclosure of Proprietary and Sensitive Law Enforcement Information received under this Agreement shall survive expiration of the term of this Agreement.

3. Upon the request of ChoicePoint or after the term of this Agreement, whichever is sooner, the FBI shall cease use of all Proprietary Information received from ChoicePoint and shall destroy all such information, including copies thereof, and shall furnish ChoicePoint with written certification of destruction, or, upon ChoicePoint's request, shall return such information to ChoicePoint.

4. Upon the request of the FBI or after the term of this Agreement, whichever is sooner, ChoicePoint shall cease use of all Sensitive Law Enforcement Information received from the FBI and shall destroy all such information, including copies thereof, and shall furnish the FBI with written certification of destruction, or, upon the FBI's request, shall return such information to the FBI.

5. Information may have been disclosed by ChoicePoint to the FBI prior to the effective date of this Agreement pursuant to the terms of a prior non-disclosure or similar agreement between the parties and the disclosure of said information was restricted (whether termed Confidential Information, Proprietary Information, or a similar term) under such agreement. Said information shall retain that status and shall be treated as Proprietary Information by the FBI under the terms of this Agreement without further action on the part of ChoicePoint.

6. Information may have been disclosed by the FBI to ChoicePoint prior to the effective date of this Agreement pursuant to the terms of a prior non-disclosure or similar agreement between the parties and the disclosure of said information was restricted (whether termed Sensitive Law Enforcement Information, Law Enforcement Sensitive Information, or a similar term) under such agreement. Said information shall retain that status and shall be treated by ChoicePoint as Sensitive Law Enforcement Information under the terms of this Agreement without further action on the part of the FBI.

I. GOVERNING LAW

1. This Agreement shall be governed by Federal law.

J. INVESTIGATIONS AND CONGRESSIONAL REQUESTS

1. Nothing in this Agreement shall prevent the FBI from using information received under this Agreement to pursue an investigation, or respond to a Congressional request or subpoena.

K. HEADINGS

1. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

ChoicePoint

By: _____

Title: _____

Date: _____

Federal Bureau of Investigation

By: _____

Title: _____

Date: _____

EXHIBIT A

Sensitive Law Enforcement Information

"Sensitive Law Enforcement Information" is information that, if disclosed, could reveal aspects of, harm, or otherwise impede investigative activities or investigative techniques. "Sensitive Law Enforcement Information" includes, but is not limited to, the following:

- Law Enforcement Data

Bullet list

EXHIBIT D

Public Source Information

"Public Source" is information that, ...but is not limited to, the following:

- Law Enforcement Data

Bullet list

[redacted] b2

EXHIBIT C

ACKNOWLEDGMENT OF NON-DISCLOSURE OBLIGATIONS

I have read the Non-Disclosure Agreement dated _____, 2000, between ChoicePoint, Inc. and the Federal Bureau of Investigation ("ChoicePoint-FBI Agreement"). I shall be bound by the terms and conditions of the ChoicePoint-FBI Agreement, and I will not reveal any information disclosed to me pursuant to it except as provided for in the ChoicePoint-FBI Agreement.

_____
Signature

_____
Name

_____
Title

_____
Organization

_____
Date

[redacted] b7c

12/20/00

Study - no problems or indictments.

0006 Reaver
0008 Stay in.
0011 Detroit.

b2c [redacted]

PIA

~~Get [illegible]~~

DI look at DI

[redacted] in NSD

b2c

Stay of AX. Chmilly

Fugax & CA

#945608
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 8/20/02 BY SP5/rc/KSB

FY PDA major subpoena in FBI Spokane

[redacted] b7c

Switch out with new EFT forms

NDA add Fugax

to Fugax

p6 add SIWWW

* page 2 of NDA

b7c

MDA = attachment #3

PIA

[redacted] do att 3 + 4

OPCA-20 (12-3-96)

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XXXXXX

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

_____ Page(s) withheld entirely at this location in the file. One or more of the following statements, where indicated, explain this deletion.

☐ Deletions were made pursuant to the exemptions indicated below with no segregable material available for release to you.

Section 552

☐ (b)(1)
☐ (b)(2)
☐ (b)(3)
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☐ (b)(4)
☐ (b)(5)
☐ (b)(6)

☐ (b)(7)(A)
☐ (b)(7)(B)
☐ (b)(7)(C)
☐ (b)(7)(D)
☐ (b)(7)(E)
☐ (b)(7)(F)
☐ (b)(8)
☐ (b)(9)

Section 552a

☐ (d)(5)
☐ (j)(2)
☐ (k)(1)
☐ (k)(2)
☐ (k)(3)
☐ (k)(4)
☐ (k)(5)
☐ (k)(6)
☐ (k)(7)

☐ Information pertained only to a third party with no reference to the subject of your request or the subject of your request is listed in the title only.

☐ Documents originated with another Government agency(ies). These documents were referred to that agency(ies) for review and direct response to you.

_____ Pages contain information furnished by another Government agency(ies). You will be advised by the FBI as to the releasability of this information following our consultation with the other agency(ies).

_____ Page(s) withheld inasmuch as a final release determination has not been made. You will be advised as to the disposition at a later date.

_____ Pages were not considered for release as they are duplicative of _____

1 Page(s) withheld for the following reason(s): Choicepoint Document

The following number is to be used for reference regarding these pages:
Document 64

XXXXXXXXXXXXXXXXX
X Deleted Page(s) X
X No Duplication Fee X
X for this page X

XXXXXX

One can locate addresses, companies, properties, vehicles, associates, phone numbers relatives and news in the systems of public source information provides. Systems search all three credit bureau header records, insurance applications and claims, property records and thousands of other sources.

B. INFORMATION MARKING

1. All information which is disclosed by ChoicePoint to the FBI and which is to be protected hereunder as Proprietary Information of ChoicePoint shall:

a) if in writing or other tangible form, be conspicuously labeled as Proprietary, Confidential or the like at the time of delivery and contain this statement: "Not to be disclosed or used outside the FBI except with written approval from ChoicePoint";

b) if oral, be identified as Proprietary Information at the time of disclosure and, if subsequently reduced to writing by either party, the writing shall be labeled as indicated in section B(1)(a) above.

ChoicePoint shall have the right to correct any inadvertent failure to designate information as Proprietary Information by written notification to the FBI. After receiving said notification, the FBI shall from that time forward treat such information as Proprietary Information and shall protect such Proprietary Information.

2. All information which is disclosed by the FBI to ChoicePoint and which is to be protected hereunder as Sensitive Law Enforcement Information shall:

a) if in writing or other tangible form, be conspicuously labeled as Law Enforcement Sensitive or the like at the time of delivery and contain this statement: "This information includes data that should not be disclosed outside ChoicePoint without written approval from the FBI."

b) if oral, be identified as Sensitive Law Enforcement Information at the time of disclosure and, if subsequently reduced to writing by either party, the writing shall be labeled as indicated in section B(2)(a) above.

The FBI shall have the right to correct any inadvertent failure to designate information as Law Enforcement Sensitive by written

attached hereto as Exhibit A;

e) use the Proprietary Information provided hereunder only for purposes directly related to determining requirements for Contract Number [redacted] and for no other purposes except as provided in section J of this Agreement;

(S) b1

f) contest disclosure to any third party pursuant to any Freedom of Information Act request for disclosure of ChoicePoint Proprietary Information and notify ChoicePoint in writing of any such request.

3. The obligations imposed upon the FBI herein shall not apply to information, whether or not designated as Proprietary Information, which is:

a) rightfully received from a third party without restriction and without breach of this Agreement;

b) independently developed by the FBI without use of ChoicePoint Proprietary Information;

c) disclosed without similar restrictions to a third party by ChoicePoint;

d) approved in writing by ChoicePoint for disclosure;

e) required to be disclosed by the FBI pursuant to statute, regulation, or a valid order of a court; provided, however, the FBI shall have first given notice to ChoicePoint and made an effort to obtain a protective order.

4. Subject to the provisions of section C(5) with respect to any Sensitive Law Enforcement Information provided hereunder, ChoicePoint shall treat such information in the following manner:

a) restrict disclosure of Sensitive Law Enforcement Information to only those ChoicePoint employees who have a need to know the information and who have indicated their agreement to be bound by the obligations of this Agreement as evidenced by their signature on the form attached hereto as Exhibit A;

b) restrict disclosure of Sensitive Law Enforcement Information to only its agents, advisors, consultants, contractors and/or subcontractors who have a need to know the information and who have indicated their

SECRET

request. Likewise, all Sensitive Law Enforcement Information shall remain the property of the FBI and shall be returned by ChoicePoint to the FBI upon written request. If the parties hereto decide to enter into a reimbursement agreement as authorized by Contract Number [redacted] (S) or any licensing arrangement regarding any Proprietary Information or present or future patent claims disclosed hereunder, it shall be done only on the basis of a separate written agreement between them. No disclosure to the FBI of any Proprietary Information hereunder shall be construed to be a public disclosure of such Proprietary Information by ChoicePoint for any purpose whatsoever. No disclosure to ChoicePoint of any Sensitive Law Enforcement Information hereunder shall be construed to be a public disclosure of such Sensitive Law Enforcement Information by the FBI for any purpose whatsoever.

b1

E. NO FURTHER OBLIGATIONS

1. The furnishing of any Proprietary or Sensitive Law Enforcement Information hereunder shall not obligate ChoicePoint or the FBI to enter into any further agreement or negotiation or to refrain from entering into an agreement or negotiation with any other party, provided that an agreement with any other party complies with this non-disclosure Agreement.

F. UNAUTHORIZED DISCLOSURE

1. In the event the FBI discloses, disseminates, or releases any Proprietary Information received from ChoicePoint, except as provided in this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and ChoicePoint may demand prompt return of all Proprietary Information previously provided to the FBI. The provisions of this paragraph apply in addition to any other legal rights or remedies the parties may have under Federal law.

2. In the event ChoicePoint discloses, disseminates, or releases any Sensitive Law Enforcement Information received from the FBI, except as provided in this Agreement, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the FBI may demand prompt return of all Sensitive Law Enforcement Information previously provided to ChoicePoint. The provisions of this paragraph apply in addition to any other legal rights or remedies the parties may have under Federal law.

G. DESIGNATED COORDINATORS

SECRET

the parties and the disclosure of said information was restricted (whether termed Confidential Information, Proprietary Information, or a similar term) under such agreement. Said information shall retain that status and shall be treated as Proprietary Information by the FBI under the terms of this Agreement without further action on the part of ChoicePoint.

6. Information may have been disclosed by the FBI to ChoicePoint prior to the effective date of this Agreement pursuant to the terms of a prior non-disclosure or similar agreement between the parties and the disclosure of said information was restricted (whether termed Sensitive Law Enforcement Information, Law Enforcement Sensitive Information, or a similar term) under such agreement. Said information shall retain that status and shall be treated by ChoicePoint as Sensitive Law Enforcement Information under the terms of this Agreement without further action on the part of the FBI.

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1. This Agreement shall be governed by Federal law.

J. INVESTIGATIONS AND CONGRESSIONAL REQUESTS

1. Nothing in this Agreement shall prevent the FBI from using information received under this Agreement to pursue an investigation, or respond to a Congressional request or subpoena.

K. HEADINGS

1. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

ChoicePoint

By: _____

Title: _____

Date: _____

Federal Bureau of Investigation

By: _____

Title: _____

Date: _____

OPCA-20 (12-3-96)

XXXXXX
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XXXXXX

FEDERAL BUREAU OF INVESTIGATION
FOIPA
DELETED PAGE INFORMATION SHEET

_____ Page(s) withheld entirely at this location in the file. One or more of the following statements, where indicated, explain this deletion.

☐ Deletions were made pursuant to the exemptions indicated below with no segregable material available for release to you.

Section 552		Section 552a
☐ (b)(1)	☐ (b)(7)(A)	☐ (d)(5)
☐ (b)(2)	☐ (b)(7)(B)	☐ (j)(2)
☐ (b)(3)	☐ (b)(7)(C)	☐ (k)(1)
_____	☐ (b)(7)(D)	☐ (k)(2)
_____	☐ (b)(7)(E)	☐ (k)(3)
_____	☐ (b)(7)(F)	☐ (k)(4)
☐ (b)(4)	☐ (b)(8)	☐ (k)(5)
☐ (b)(5)	☐ (b)(9)	☐ (k)(6)
☐ (b)(6)		☐ (k)(7)

☐ Information pertained only to a third party with no reference to the subject of your request or the subject of your request is listed in the title only.

☐ Documents originated with another Government agency(ies). These documents were referred to that agency(ies) for review and direct response to you.

_____ Pages contain information furnished by another Government agency(ies). You will be advised by the FBI as to the releasability of this information following our consultation with the other agency(ies).

_____ Page(s) withheld inasmuch as a final release determination has not been made. You will be advised as to the disposition at a later date.

_____ Pages were not considered for release as they are duplicative of _____

1 Page(s) withheld for the following reason(s): Choicepoint Document

☒ The following number is to be used for reference regarding these pages:
Document 66

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X No Duplication Fee X
X for this page X
XXXXXXXXXXXXXXXXX

b7c

b1 (s)

From: [redacted] b7c
To:
Date: 12/20/00 11:25AM
Subject: The contract number is [redacted] (s) b1 for the non-disclosure agreement.

The contract number is [redacted] (s) b1 for the non-disclosure agreement.

[redacted] will be in this week and may be going to Cleveland after Christmas.

b7c

8/30/02
CLASSIFIED BY: SP5/KC/KSB
REASON: 1.5 (C)
DECLASSIFY ON: X

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED EXCEPT
WHERE SHOWN OTHERWISE

SECRET