

**Maryland Land Title Association
CERTIFIED LAND TITLE PROFESSIONAL
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

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

1. **Purpose.** The Maryland Title Association (MLTA) has established the coveted designation of Certified Land Title Professional (CLTP) for certain of its members who are found to reflect the highest standards of competence and professionalism within the Maryland title industry to encourage adherence to these standards among all title professionals who would aspire to receive such designation. In order to receive the CLTP designation, the Applicant must fulfill several requirements, including achieving a grade of at least seventy-five per cent (75%) on a multiple-choice examination (the Test) designed to test an applicant's knowledge of Maryland real property law, closing practices, ethics, *etc.* ***The questions that make up the Test, from time to time, are deemed by the MLTA to be Confidential Information.*** For purposes of this Agreement, Confidential Information shall include neither the Applicant's knowledge of the subject matter of the Test nor any one or more of the Test questions after such time as the MLTA authorizes its or their release to the public, but would include questions released as the result of any improper action by an Applicant.

2. **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, 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 pertaining to the Test questions or possible answers, be it/they oral, electronic (*i.e.*, by e mail), written or otherwise. Furthermore, the Applicant covenants and agrees to immediately notify the MLTA in the event that he/she discloses any Confidential Information, either inadvertently or otherwise, to anyone other than the chairperson of MLTA's CLTP Committee.

3. **Term.** The terms and provisions set forth in this Agreement shall continue and remain in effect for a period of three years from the date hereof.

4. **Remedies.** The Applicant understands and agrees that the beneficiary of this Agreement is the MLTA, and that any violation/breach or threatened violation/breach of the terms of this Agreement will cause irreparable injury to the MLTP and its CLTP program. In addition to any and all remedies that may be available to the MLTA for such violation/breach, it shall be entitled to injunctive relief against any threatened violation/breach of any term(s) or provision(s) of this Agreement by the Applicant and an award of reasonable attorney's fees without the necessity of proving actual damages.

WITNESS the hand and seal of the Applicant as of the date first written above.

Applicant (Seal)