

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (“Agreement”) is entered into on this ____ day of _____, **YEAR** by and between IA Firm Name, Inc. hereto referred as **IA Firm Name** and **Firm Agreeing to NDA** in relation to a potential commercial transaction between the parties.

1. IA FIRM NAME Confidential Information. “IA FIRM NAME Confidential Information” shall include all information, data, materials, products, technology, computer programs, files, specifications, manuals, software, marketing plans, business plans, financial information, and any and all other information disclosed or submitted by IA FIRM NAME to **FIRM AGREEING TO NDA**, whether orally, in writing, or by any other media or other means of communication. IA FIRM NAME Confidential Information shall also include IA FIRM NAME ’s personal information. IA FIRM NAME shall be deemed the owner of all IA FIRM NAME Confidential Information.

The term "IA FIRM NAME Confidential Information" shall not include, and this Agreement shall not apply to: (i) any information known prior to such disclosure to either party free of obligation to keep it confidential; (ii) any information that is independently developed by **FIRM AGREEING TO NDA**, or an affiliate of **FIRM AGREEING TO NDA**, without reference to or knowledge of IA FIRM NAME ’s Confidential Information; (iii) any information that is within the public domain at the time of disclosure or that subsequently enters the public domain through no action on the part of **FIRM AGREEING TO NDA** or any person having an obligation of confidence to the receiving party respecting such information; and (iv) any information released pursuant to the prior written approval of IA FIRM NAME . Any combination of IA FIRM NAME Confidential Information shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combined IA FIRM NAME Confidential Information qualify for exceptions under (i) – (iv) above.

2. Non-Disclosure. **FIRM AGREEING TO NDA** acknowledges and agrees that the IA FIRM NAME Confidential Information shall be considered confidential and proprietary information of IA FIRM NAME , and therefore, **FIRM AGREEING TO NDA** shall not use such information for any means other than for the purposes for which IA FIRM NAME provides such information to **FIRM AGREEING TO NDA** nor for the benefit of any person or entity other than IA FIRM NAME . **FIRM**

AGREEING TO NDA shall not disclose IA FIRM NAME Confidential Information to any of its officers, directors, or employees other than those with a specific need to know. **FIRM AGREEING TO NDA** agrees not to disclose, publish or otherwise reveal any of the IA FIRM NAME Confidential Information to any person or entity not a party to this Agreement other than as required to perform its claims adjusting services in compliance with applicable federal, state and local laws, regulations and rules. **FIRM AGREEING TO NDA** shall not duplicate any IA FIRM NAME Confidential Information, except for purposes permitted within this Agreement. **FIRM AGREEING TO NDA** shall return all IA FIRM NAME Confidential Information, and all copies and other reproductions thereof, regardless of form, within ten (10) days of a request from IA FIRM NAME or completion of the purpose for which such information was provided to Business Development & Strategic Planning, whichever is sooner. At Business Development & Strategic Planning’s option, however, any documents or other media developed by **FIRM AGREEING TO NDA** containing IA FIRM NAME Confidential Information may be destroyed, and **FIRM AGREEING TO NDA** shall provide a notarized written certification to IA FIRM NAME regarding its destruction within ten (10) days thereafter.

3. Protection of IA FIRM NAME Confidential Information. **FIRM AGREEING TO NDA** shall implement commercially reasonable physical, electronic and procedural precautions and safeguards to prevent the unauthorized use and/or disclosure of IA FIRM NAME Confidential Information, both during and after the execution of the **FIRM AGREEING TO NDA** services to IA FIRM NAME . **FIRM AGREEING TO NDA** may disclose IA FIRM NAME Confidential Information if required by any judicial order, so long as **FIRM AGREEING TO NDA** immediately notifies IA FIRM NAME of a demand for Confidential Information such that IA FIRM NAME has sufficient prior notice to allow IA FIRM NAME to contest such disclosure. **FIRM AGREEING TO NDA** obligations hereunder shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, regardless how, or by whom, such action was initiated.

4. Term. This Agreement shall have a term of two (2) years from the effective date hereof; provided, however, each party's rights and obligations under this Agreement shall survive the expiration of this Agreement for a period of one (1) additional year following the last disclosure of IA FIRM NAME Confidential Information.

5. No License. Nothing contained herein shall be construed as granting or conferring upon FIRM AGREEING TO NDA any rights by license or otherwise in any IA FIRM NAME Confidential Information.

6. No Publicity. FIRM AGREEING TO NDA agrees not to disclose its participation in this undertaking, the existence or terms and conditions of this Agreement, or the existence of any discussions contemplated under this Agreement.

7. Governing Law and Equitable Relief. This Agreement shall be governed and construed in accordance with the laws of the **YOUR STATE**, and the state and federal courts of Illinois shall have exclusive jurisdiction over any dispute arising out of this Agreement. The parties hereto agree that unauthorized disclosure of the IA FIRM NAME Confidential Information may result in irreparable harm, and IA FIRM NAME shall be entitled to seek injunctive relief in addition to other equitable and/or legal remedies which may be available.

8. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the

subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by all parties.

9. No Assignment. **FIRM AGREEING TO NDA** shall not assign this Agreement or any interest herein without express written approval of IA FIRM NAME .

10. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be stricken and the remaining Agreement shall remain in full force and effect as if such invalid or unenforceable term or provision had never been included.

11. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

12. No Implied Waiver. The failure of any party to insist, in any one or more instances, upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HAUSCH & COMPANY, Inc.

FIRM AGREEING TO NDA

By: _____
President of Firm

By: _____

Printed Name and Title:

Address:
