

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement ("Agreement") is entered into on this ____ day of _____, **YEAR** by and between Hausch & Company, Inc. hereto referred as **HCO** and **Applicant** in relation to a potential commercial transaction between the parties.

1. HCO Confidential Information. "HCO 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 HCO to **APPLICANT**, whether orally, in writing, or by any other media or other means of communication. HCO Confidential Information shall also include HCO's personal information. HCO shall be deemed the owner of all HCO Confidential Information.

The term "HCO 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 **APPLICANT**, or an affiliate of **APPLICANT**, without reference to or knowledge of HCO'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 **APPLICANT** 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 HCO. Any combination of HCO Confidential Information shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combined HCO Confidential Information qualify for exceptions under (i) – (iv) above.

2. Non-Disclosure. **APPLICANT** acknowledges and agrees that the HCO Confidential Information shall be considered confidential and proprietary information of HCO, and therefore, **APPLICANT** shall not use such information for any means other than for the purposes for which HCO provides such information to **APPLICANT** nor for the benefit of any person or entity other than HCO. **APPLICANT** shall not disclose HCO Confidential Information to any of its officers, directors, or employees other than those with a specific need to know. **APPLICANT** agrees not to disclose, publish or otherwise reveal any of the HCO 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. **APPLICANT** shall not duplicate any HCO Confidential Information, except for purposes permitted within this Agreement. **APPLICANT** shall return all HCO Confidential Information, and all copies and

other reproductions thereof, regardless of form, within ten (10) days of a request from HCO 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 **APPLICANT** containing HCO Confidential Information may be destroyed, and **APPLICANT** shall provide a notarized written certification to HCO regarding its destruction within ten (10) days thereafter.

3. Protection of HCO Confidential Information. **APPLICANT** shall implement commercially reasonable physical, electronic and procedural precautions and safeguards to prevent the unauthorized use and/or disclosure of HCO Confidential Information, both during and after the execution of the **APPLICANT** services to HCO. **APPLICANT** may disclose HCO Confidential Information if required by any judicial order, so long as **APPLICANT** immediately notifies HCO of a demand for Confidential Information such that HCO has sufficient prior notice to allow HCO to contest such disclosure. **APPLICANT** 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 HCO Confidential Information.

5. No License. Nothing contained herein shall be construed as granting or conferring upon **APPLICANT** any rights by license or otherwise in any HCO Confidential Information.

6. No Publicity. **APPLICANT** 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 State of Illinois, 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 HCO Confidential Information may result in irreparable harm, and HCO 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. **APPLICANT** shall not assign this Agreement or any interest herein without express written approval of HCO.

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.

APPLICANT [NAME]

By: _____
David E. Hausch, President
1640 Capital Street, Suite 100
Elgin, IL 60124

By: _____

Printed Name and Title:

Address:
