

## NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** (“Agreement”) is made by and between Euler Hermes North America Insurance Company (“Euler Hermes”) 800 Red Brook Boulevard, Owings Mills, Maryland 21117 and \_\_\_\_\_ (“Company”).

**WHEREAS**, the Company has expressed a willingness to furnish to Euler Hermes and its Affiliates certain confidential financial statements and other financial information relating to the affairs of the Company, whether submitted in oral, written, magnetic, electronic, or other form and regardless of whether expressly identified as confidential (“Confidential Information”). The Confidential Information may be used only for the following purposes (“Purpose”):

- a. evaluation for the issuance of policies of credit insurance or bonding or issuance of an EH grade to the Company;
- b. evaluation for the issuance of policies of credit insurance or bonding or issuance of an EH grade to Euler Hermes’ customers; and/or
- c. evaluation of other new or existing credit insurance, bonding, grade, or other insurance business lines carried out by Euler Hermes or its Affiliates;

**WHEREAS** “Affiliates” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with Euler Hermes, where control means the legal power to direct or cause the direction of the general management of the company, partnership, or other legal entity; and

**WHEREAS**, the parties agree that the Confidential Information is confidential in nature and further agree that it is necessary for Euler Hermes and its Affiliates to obtain, review, and examine the Confidential Information for the purposes described above;

**THEREFORE**, in consideration of mutual promises and covenants, the parties agree as follows:

1. Euler Hermes shall keep the Confidential Information confidential and may disclose the Confidential Information only to its Affiliates’ employees, contractors, or consultants for the Purpose described above and no other purpose. Euler Hermes shall be liable for any breach of confidentiality by any Affiliate, employee, contractor, or consultant.
2. Euler Hermes shall protect the Confidential Information from disclosure to any firm or individual other than as authorized in paragraph 1, above, by using the same degree of care, but no less than reasonable care, that it uses to protect its own confidential information of a similar nature. Euler Hermes will instruct its Affiliates, employees, contractors, or consultants that may have access to the Confidential Information to keep it confidential in compliance with this Agreement.
3. Notwithstanding markings or representations regarding confidentiality, it is specifically agreed that Euler Hermes shall have no obligation with respect to any part of the Confidential Information:
  - a. received by Euler Hermes on a non-confidential basis;
  - b. received by Euler Hermes at any time from any source other than the Company that has no obligation regarding the confidentiality of the information;
  - c. received as public information;
  - d. made public or distributed by the Company as non-confidential information; or
  - e. when Euler Hermes is required by law, order of a Court of competent jurisdiction, or other legal compulsion, to disclose the information, provided that Euler Hermes promptly notifies Company of such requirement, to the extent legally permissible, and Euler

Hermes discloses only such part of the Confidential Information as is legally required to be disclosed.

4. The Confidential Information shall at all times remain the property of Company, and Euler Hermes has no rights to the Confidential Information except as specified in this Agreement. Upon the Company's written request, Euler Hermes shall promptly return to the Company or destroy the Confidential Information in its possession but may retain copies of any and all notes, analyses, references, or other material prepared by Euler Hermes that incorporates any of the Confidential Information, which shall remain subject to the confidentiality obligations of this Agreement, notwithstanding Paragraph 10 of this Agreement.
5. Company makes no representation or warranty, express or implied, as to the accuracy or completeness of any of the Confidential Information and shall have no liability to Euler Hermes or its Affiliates as a result of their use of the Confidential Information or as a result of any errors or omissions in the Confidential Information.
6. The failure or delay of either party to enforce its rights under this Agreement shall not be construed as a waiver of such rights. If any provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
7. Euler Hermes acknowledges that monetary damages for improper use or disclosure of Confidential Information may be inadequate. In the event of a breach or threatened breach of this Agreement, in addition to other available remedies, Company is entitled to seek equitable relief, including injunctive relief, without the need to post a bond
8. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the state of Maryland, and the parties agree to submit to the jurisdiction of the courts of that state for the resolution of any claim or matter arising under this Agreement
9. This Agreement contains the entire agreement of the parties related to the Confidential Information and supersedes all prior agreements or understandings, if any, between the parties related to the Confidential Information. No provision of this Agreement may be modified except in writing and signed by both parties.
10. This Agreement shall expire at the end of five (5) years from the date set forth below, and may be renewed upon mutual written consent of Euler Hermes and the Company.

**Euler Hermes North America Insurance Company**



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Karl Coutet, Secretary

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Date