

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made by and between Euler Hermes North America Insurance Company (“Euler Hermes”) located at 800 Red Brook Boulevard, Owings Mills, Maryland 21117 and _____ located at _____ (“Company”).

WHEREAS, the Company has expressed a willingness to furnish to Euler Hermes and its Affiliates certain confidential information relating to the affairs of the Company for purposes of: 1) evaluation for the issuance of policies of credit insurance or bonding or issuance of EH grade to the Company; 2) evaluation for the issuance of policies of credit insurance or bonding or issuance of EH grade to Euler Hermes’ customers; and/or 3) evaluation of other new or existing credit insurance, bonding or grade or other 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;

WHEREAS, the parties agree that the information is confidential in nature and further agree that it is necessary for Euler Hermes and its Affiliates to obtain, review, examine, and/or inspect such information for the purposes described above;

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

1. Euler Hermes shall hold all such information confidential, which will be used for the purposes set forth above;
2. Euler Hermes will take all reasonable measures to protect the confidential information, including but not limited to instructing its Affiliates, employees, agents, brokers, contractors, or consultants that may have access to the confidential information to keep it 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 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; c) received as public information; d) made public or distributed by the Company as non-confidential information; or e) Euler Hermes is required to provide by law, order of a Court of competent jurisdiction, or other legal compulsion, required to disclose;
4. Upon the Company’s written request, Euler Hermes agrees to promptly return or destroy the Confidential Information to the Company, but has the right to retain copies of any and all notes, analyses, references, or other material prepared by Euler Hermes that incorporates any of the Confidential Information ;
5. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of Maryland;

6. No provision of this Agreement can be modified without the written consent of each of the parties; and
7. This Agreement shall expire at the end of three (3) years from the date set forth below.

Euler Hermes

Company Name

Signature

Signature

Printed Name and Title

Printed Name and Title

Date

Date