

Non-disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made by and between Allianz Trade North America Insurance Company ("Allianz Trade") 100 International Drive, 22nd Floor, Baltimore, MD 21202 and the following ("Company").

WHEREAS, the Company has expressed a willingness to furnish to Allianz Trade 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 Allianz Trade grade to the Company;
- b. evaluation for the issuance of policies of credit insurance or bonding or issuance of an Allianz Trade grade to Allianz Trade's customers; and/or
- c. evaluation of other new or existing credit insurance, bonding, grade, or other insurance business lines carried out by Allianz Trade or its Affiliates;

WHEREAS "Affiliates" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with Allianz Trade, 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 Allianz Trade 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. Allianz Trade 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. Allianz Trade shall be liable for any breach of confidentiality by any Affiliate, employee, contractor, or consultant.
2. Allianz Trade 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. Allianz Trade 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 Allianz Trade shall have no obligation with respect to any part of the Confidential Information:
 - a. received by Allianz Trade on a non-confidential basis;
 - b. received by Allianz Trade 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 Allianz Trade is required by law, order of a Court of competent jurisdiction, or other legal compulsion, to disclose the information, provided that Allianz Trade promptly notifies Company of such requirement, to the extent legally permissible, and Allianz Trade 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 Allianz Trade has no rights to the Confidential Information except as specified in this Agreement. Upon the Company's written request, Allianz Trade 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 Allianz Trade 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 Allianz Trade 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. Allianz Trade 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 Allianz Trade and the Company.

Allianz Trade North America Insurance Company

Karl Coutet, Secretary

Date
NDA Final