

This Agreement is entered into by and between the Great American Insurance Company, by and through its Environmental Division (“COMPANY”), with its principal office in Plymouth Meeting, Pennsylvania and _____ (“CLIENT”), a corporation with a principal office in _____.

WHEREAS, the CLIENT and the COMPANY are entering discussions regarding the provision of various types of environmental insurance products; and

WHEREAS, the CLIENT is providing to the COMPANY certain confidential and proprietary information (“Confidential Information”) and desires to protect the dissemination or disclosure of such Confidential Information;

NOW, THEREFORE, as consideration for the disclosure of Confidential Information by the CLIENT, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the CLIENT and the COMPANY hereby agree as follows:

1. For purposes of this Confidentiality Agreement, “Confidential Information” shall include, without limitation, any information, whether written, electronic, or oral, that is furnished or disclosed to the COMPANY by the CLIENT after the effective date of this Agreement, pertaining to or regarding the CLIENT’s insurance needs. This information includes – but is not limited to – the CLIENT’s properties, enterprises, employees, business operations, financial status, financial records, accounts, financial or credit references, previous and current claims, and strategic plans for future operations.
2. The COMPANY shall make no other copies or reproductions of Confidential Information without receiving written permission from the CLIENT. However, in the event the CLIENT elects to bind a policy with the COMPANY, the COMPANY shall be permitted to copy or reproduce Confidential Information without receiving written permission from the CLIENT for internal use or in connection with any required audit.
3. Any Confidential Information supplied to the COMPANY by the CLIENT shall be held in confidence by the COMPANY. The COMPANY will use reasonable care to maintain the confidentiality of all information obtained from or provided by the CLIENT and prevent the unauthorized disclosure of any Confidential Information to any third party other than the COMPANY’s employees, directors, regulators, accountants, attorneys, consultants, insurance and reinsurance underwriters, and auditors having a need to review the information, unless express written consent to do so is provided by the CLIENT. However, in the event the CLIENT elects to bind a policy with the COMPANY, the COMPANY shall be permitted to disclose Confidential Information, without receiving written permission from the CLIENT, to a government entity as required by applicable law, or to a third party conducting any required audit, provided that such third party is under confidentiality obligations no less stringent than those under this Agreement.
4. The COMPANY shall protect against the dissemination or disclosure of Confidential Information. All employees of the COMPANY who are permitted access to Confidential Information by the COMPANY shall be informed in writing of the terms and conditions of this Agreement and that they shall be bound thereby. If COMPANY is requested to disclose all or any part of any Confidential Information under a discovery request, a subpoena, or inquiry issued by a court of competent jurisdiction or by a judicial, administrative, regulatory or governmental agency or legislative body or committee, COMPANY shall, to the extent practicable and subject to applicable laws, give prompt written notice of such request to CLIENT and shall give CLIENT the opportunity to seek an appropriate confidentiality agreement, protective order or modification of any disclosure or to otherwise intervene, prevent, delay or otherwise affect the response to such request, and COMPANY shall, at CLIENT’s expense, cooperate in such efforts.
5. The restrictions against disclosing and disseminating the Confidential Information shall not apply to:
 - (a) information known by the COMPANY prior to disclosure under this Agreement; or
 - (b) information disclosed to the COMPANY by a third party who was not under an obligation of confidentiality to the CLIENT; or
 - (c) information which is independently developed by the COMPANY prior to, concurrent with or subsequent to the COMPANY’s disclosure without any wrongful act or breach of this Agreement by the COMPANY, (d) information which is or becomes in the public domain by no fault of the COMPANY.

6. The COMPANY shall promptly return to the CLIENT, upon its written request, all Confidential Information, including copies, reproductions and handwritten notes thereof, which the COMPANY has received or used. Notwithstanding the foregoing, the COMPANY may maintain a copy of all such Confidential Information as it deems may be necessary: (i) to comply with state or federal regulations; (ii) to satisfy the record keeping requirements of its professional liability carrier; (iii) to satisfy its own record keeping requirements; or (iv) for the purpose of resolving any disputes that may arise under this Agreement.
7. This Agreement may be executed in counterparts and all counterparts shall be considered part of one agreement binding all parties hereto. Electronic or fax signatures on this Agreement shall be binding on all parties.
8. Any and all matters of dispute between the parties to this Agreement, whether arising from the Agreement itself, or arising from any extra contractual facts prior to, during or after the Agreement, including without limitation any actual or alleged tort, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of any conflict of laws rules. Any claim or dispute concerning this Agreement, whether arising from the Agreement itself, or arising from any extra contractual facts prior to, during or after the Agreement, shall be brought only in a court of competent jurisdiction in the Commonwealth of Pennsylvania.
9. This Agreement will expire one (1) year after its effective date. However, either party may terminate this Agreement sooner upon thirty (30) days written notice to the other party. The termination of this Agreement shall have no effect on the obligations of the COMPANY with regard to Confidential Information disclosed to it prior to the effective date of any such termination.
10. This Agreement, including any exhibits or attachments referred to herein, constitutes the final, complete and exclusive statement of the terms of the agreement between the COMPANY and CLIENT as to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral. Modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have entered into this Confidentiality Agreement, which is effective as of this ____ day of _____, _____.

Great American Insurance Company – Environmental Division

By: _____

By: _____

Title: _____

Title: _____

Address:

Address: 397 Eagleview Blvd., Suite 100
Exton, PA 19341

Main Office

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