

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is made and effective 1/1/2021,

BETWEEN: **Peer Executive Groups** (the "Organizer"), a corporation organized and existing under the laws of the Pennsylvania, with its head office located at:

1074 Natalie Lane, Coopersburg, PA 18036

Including **All Peer Groups** and all it's past, present, and future members individually and collectively.

AND: _____ (the "Participant"), an individual with his/her residential address located at:

and the _____, a business, a _____ organized and existing under the laws of the State of _____, with its head office located at: _____

WHEREAS, the Organizer has an interest in Participant, along with other participants, in the sharing of information with each other, which may be considered proprietary and confidential, both the Organizer and the Participant recognize that there is a need to disclose to one another certain information in respect of itself and/or its affiliates.

WHEREAS, all such information, delivered by or on behalf of Participant and/or its affiliates to other participants, and/or its Representatives (as defined below), whether furnished before or after the date of this Agreement and regardless of the manner in which it is furnished, together with all analyses, compilations, studies or other documents or records prepared by either Organizer or Participant and/or its affiliates to the extent such analyses, compilations, studies, documents or records contain, otherwise reflect, or are generated from such information, is referred to herein as "Participant Material". Other participants of this PEER Group are also subject to a Mutual Non-Disclosure Agreement,

NOW, THEREFORE, in consideration of the opportunity to consider such Participant Material, both parties hereby agree as follows:

1. NON-DISCLOSURE OF PARTICIPANT MATERIAL

Participant Material submitted to Organizer and/or Participant is to be used for the purpose of sharing insurance industry best practices. Such Participant Material will be kept strictly confidential by all participants, except that the Participant Material or any portion thereof may be disclosed to affiliates, directors, officers, employees, advisors, attorneys, agents, controlling persons, and financing sources or other representatives (each, a "Representative", and collectively, the "Representatives") of the Participant who need to know such information for the purpose of evaluating such best practices and who agree to treat the Participant Material as proprietary and confidential in accordance with the terms of this Agreement.

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The term "Participant Material" does not include information which:

- a. Is or becomes generally available to the public other than as a result of the breach of the terms of this Agreement by the Participant and/or any of its Representatives;
- b. Is or has been independently acquired or developed by the Participant and/or any of its Representatives without violating any of the terms of this Agreement;
- c. Was within the Participants and/or any of its Representatives' possession prior to it being furnished to the Participant and/or any of its Representatives by or on behalf of the Organizer pursuant to the terms hereof; or
- d. Is received from a source other than the Organizer and/or any of its Representatives; provided that, in the case of (b) and (c) above, the source of such information was not known by the Participant to be bound by a confidentiality obligation to the Participant Party or any other party with respect to such information.

2. DISCLOSURE UNDER COURT ORDER OR SUBPOENA

In the event that the Participant or any of its Representatives receives a request to disclose all or any part of the Participant Material under the terms of a subpoena or order issued by a court of competent jurisdiction or under a civil investigative demand or similar process, (i) the Participant Party agrees to promptly notify the Organizer of the existence, terms and circumstances surrounding such a request and (ii) if the Participant Party or its applicable Representative is in the opinion of its counsel compelled to disclose all or a portion of the Participant Material, the Participant Party or its applicable Representative may disclose that Participant Material that its counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that Participant Material that is being so disclosed.

3. CONFIDENTIALITY OF THE TERMS OF THIS AGREEMENT

Unless otherwise required by law, or unless otherwise provided in a final definitive agreement regarding the application and/or other information submitted for acceptance into the PEER Group, both parties and their respective Representatives will not, without the prior written consent of the other party, disclose to any person (other than Representatives of the parties hereto who need to know such information for the purpose of evaluating the application request for acceptance and agree to treat such information in accordance with the terms of this Agreement).

4. OWNERSHIP OF RIGHTS TO PARTICIPANT MATERIAL

Nothing in this Agreement shall divest the Organizer of any of its right, title or interest in and to any Participant Material.

5. DISCLAIMER

The Organizer and/or other Participants will endeavor to provide accurate information to the group, but each acknowledges and agrees that neither the Participant nor any of its Representatives are making any representation or warranty as to the accuracy or completeness of any of the information furnished

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hereunder to the Organizer or any of its Representatives and each of the Participant and the Organizer further acknowledges and agrees that no party has any obligation to the other party or any of its Representatives to authorize or pursue with the other party the application for acceptance into the PEER Group. Each of the Participant and the Organizer may at any time terminate any discussions or negotiations regarding the application that may be taking place, and only those terms and conditions of the application, if any, which are made in a final definitive agreement, when, as and if executed, will have any legal effect.

6. INJUNCTIVE RELIEF

Both parties agree that money damages may not be a sufficient remedy for any breach of the terms of this Agreement by the Applicant or any of its Representatives, and that, in addition to all other remedies at law or in equity to which the Organizer may be entitled, the Organizer may be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

7. NON-PARTICIPATION IN SECURITIES OF INVOLVED COMPANIES

Both parties acknowledge that they are aware, and will advise each of their respective Representatives who is informed as to the matters which are the subject of this Agreement, that the United States securities laws prohibit persons who are in possession of material, non-public information concerning a company, which may include the matters which are the subject of this Agreement, from purchasing or selling securities of such company and from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase and sell such securities, and each party agrees to comply fully with such laws.

8. PROTECTION WITHIN ATTORNEY-CLIENT PRIVILEGE

To the extent that any Participant Material may include materials subject to the attorney-client privilege, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each party hereto understands and agrees that both parties hereto and their respective Representatives have a commonality of interest with respect to such matters and it is the desire, intention and mutual understanding of both parties hereto that the sharing of such Participant Material is not intended to, and shall not, waive or diminish in any way the confidentiality of such Participant Material or its continued protection under the attorney-client privilege, work product doctrine or other applicable privilege. All Participant Material provided by either party hereto that is entitled to protection under the attorney-client privilege, work product doctrine or other applicable privilege shall remain entitled to such protection under those privileges, this Agreement, and under the joint defense doctrine.

9. NON-RESTRICTION OF INDEPENDENT WORK

The terms of this Agreement shall not be construed to limit either the Organizer or the Participant, or any of their Representatives' right to independently develop or acquire products without use of the other party's Material. Further, the Organizer shall be free to use for any purpose the residuals resulting from access to or work with the Material, provided that the Participant shall not disclose the Participant Material except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Participant Material, including ideas, concepts, know-how or techniques contained therein. Neither the

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Participant nor any of its Representatives shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this paragraph shall not be deemed to grant to the Participant a license under the Organizer's copyrights or patents.

However, both Organizer and Participant agree to not:

- a) induce, or assist others to induce, any person who is, has, or may, utilize the products or services of the Company to discontinue purchasing said products or services from, or to terminate their relationship with, the Company; or
- b) induce, or assist others to induce, any agent, employee, representative or other person associated with the Company to terminate their agency, employment, representation, or other relationship with the Company.

10. NO LICENSE GRANTED

Both parties recognize and agree that, on and after the date hereof, neither party will have the right to use the other party's service marks, trademarks, trade names, licenses, procedures, processes, labels, trade secrets or customer lists without explicit written consent.

11. NON-ASSIGNMENT OF RIGHTS

Neither party hereto shall assign in whole or in part its rights or obligations under this Agreement without the express written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of each of the party's successors and permitted assigns.

12. SEVERABILITY

If it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that any term or provision hereof is invalid or unenforceable, (i) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect and (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision.

13. PRIOR UNDERSTANDINGS

This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

14. COPIES

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, and all such counterparts taken together shall constitute one and the same agreement.

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15. TERM

The term of this Agreement shall be 99 years from the date hereof.

16. GOVERNING LAW

The validity and interpretation of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be fully performed therein (excluding the conflicts of laws rules).

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Peer Executive Groups

Organization _____

Authorized Signature

Authorized Signature

PRINT NAME AND TITLE

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