**Confidentiality Agreement (Agreement) Between The Company Shown in the Schedule (Company) and PSC Insurance (Europe) Ltd t/a Paragon International Insurance Brokers of 28-32 Upper Pembroke Street, Dublin 2, D02 EK84 (Paragon)**

1.0 **Confidentiality Undertaking**

In consideration of the **Company** making available to **Paragon** information (as more particularly described in clause 1.1 below) to enable **Paragon** to act as the C**ompany’s** appointed insurance broker in respect of the risks to be insured and approach potential insurers who may consider whether they wish to quote and issue policies or certificates of insurance (**Insurance),** **Paragon** undertakes to the **Company** as follows.

1.1 Subject to Clause 1.2 below **Paragon** will hold in complete and strict confidence in accordance with this **Agreement**, all business, financial, operational or other information or data of whatever kind, including any information shown in the Schedule, (whether written, oral, electronic, draft or in final form) which may be supplied by the **Company** (or on behalf of it) to **Paragon** or which **Paragon** may otherwise receive in connection with the proposed **Insurance**, all hereinafter referred to as **Information**.

1.2 **Paragon** shall be entitled to disclose **Information** to (i) their directors, officers, employees and professional advisors as are directly concerned with **Paragon’s** role in the **Insurance** and whose knowledge of such **Information** is strictly necessary and (ii) potential insurers, the selection of which shall be entirely at **Paragon’s** discretion, who may be interested in the **Insurance** and (iii) **Paragon’s** legal advisors or insurers and (iv) other third parties on receipt of written permission from the **Company** but only to the extent of such written permission. **Paragon** shall ensure that each individual or firm to whom such a disclosure is made is aware of the terms of this **Agreement** but **Paragon** will not be responsible for the actions, or inactions, of any or all potential insurers, **Paragon’s** own insurers or other third parties whether they become a party to this **Agreement** or not.

1.3 Except as stated in Clause 1.5(c) and subject to the provisions of clause 1.6 no announcement or disclosure of **Paragon’s** role or the **Company’s** interest in the **Insurance** will be made, other than as may be allowed in 1.2, without the written agreement of the **Company**.

1.4 **Paragon** undertakes to:

(a) keep confidential all **Information** and not disclose, publish, distribute or reveal **Information** to any person or firm other than as allowed herein

(b) use the **Information** solely in connection with **Paragon’s** role with respect to the **Insurance**

(c) only make copies of the **Information** as is reasonably necessary and to mark all such copies as confidential

(d) take all necessary steps to preserve the confidentiality of the **Information** and ensure that all the **Information** in its possession is reasonably protected against theft, damage, loss or unauthorised access except when being used or in discussion with potential or actual insurers

(e) refrain from having any discussion, correspondence or contact directly or indirectly with any third party concerning this **Agreement**, the **Information**, the **Company** or the **Insurance** (or any other mater in connection with the discussions or negotiations that may be taking place in connection with the **Insurance**) other than as allowed herein.

1.5 The undertakings in Clauses 1.1, 1.3 and 1.4 shall not apply to Information

1. which at the time of the disclosure to **Paragon** was in the public domain

(b) which comes into the public domain by publication or otherwise but not through any breach of this **Agreement**

(c) (Subject to clause 1.6) which **Paragon** is compelled to disclose to the extent required by applicable law or the regulations of any recognised stock exchange or by any governmental or other regulatory authority to which **Paragon** is subject or by any court of competent jurisdiction.

1.6 If **Paragon** or its representatives are compelled to make a disclosure under any of the circumstances shown in clause 1.5 (c) **Paragon** shall promptly notify the **Company** to permit it to seek a protective order or take other appropriate action. **Paragon** will co-operate with the **Company** in its efforts to obtain a protective order or other appropriate protection. If in the absence of a protective order, or other appropriate means, **Paragon** or its representatives are, in the written opinion of its legal advisers, compelled to make a disclosure in any of the circumstances in clause 1.5 (c) then **Paragon** shall make such a disclosure but only to the extent to that part of the **Information** as is required by law, or other authority, to be disclosed. **Paragon** shall advise the **Company** of the **Information** it has declared as soon as possible after disclosing it.

2.0 **Records**

**Paragon** shall keep a record in reasonable detail of the **Information** furnished to it and will keep it in a reasonably secure location at all times. At the written request of the **Company,** and as soon as reasonably possible, **Paragon** will return to the **Company** all or part of the **Information** and any copies. In addition **Paragon** will delete such **Information** from its electronic records but not Back Ups.

Alternatively, the **Company** may request **Paragon**, at its complete discretion, to destroy any or all **Information** and any copies and to delete **Information** from its electronic records but not Back Ups. Destruction of or the return of any **Information** does not relieve **Paragon** of any of its obligations hereunder. The **Company** will give a written acknowledgement to **Paragon** of all such **Information** that is returned to it. **Paragon** will give the **Company** written confirmation of the **Information** that it has destroyed or deleted from its electronic records.

Notwithstanding the foregoing **Paragon** will not be required to return or destroy any **Information** including any copies or **Information** on its electronic records which is the subject of or relates to any insurance cover that is actually bound or goes on risk. Such **Information** will be held by **Paragon** for the time required for it to meet its legal or regulatory requirements.

3.0 **Indemnification**

 **Paragon** agrees to indemnify and hold the **Company** harmless against any and all claims, demands, losses, liabilities, judgments and legal and other costs and expenses which the **Company** may incur or suffers arising in relation to, or in connection with, a breach of this **Agreement** by **Paragon**. **Paragon** further agrees that without prejudice to any other rights and remedies available to the **Company** (Such as damages) the **Company** is entitled to performance and injunctive relief as appropriate remedies for the enforcement of this **Agreement**. However it is understood and agreed that **Paragon** will have the right to defend itself, at its total discretion, under any of these circumstances

**4.0 General**

 4.1 **Paragon** shall not assign any right pursuant to this **Agreement** without the **Company’s** written consent and any assignment without the **Company’s** written agreement shall be void and be in breach of this **Agreement.**

 4.2 If any provision of this **Agreement** shall for any reason be adjudged to be void, invalid or unenforceable, the remainder of this **Agreement** shall continue and remain in full force and effect.

 4.3 This **Agreement** may be executed in counterpart and all counterparts together shall constitute one and the same document

 4.4 This **Agreement** may not be amended except in writing and signed by or on behalf of each of the parties hereto.

 4.5 This **Agreement** shall terminate two years from the date hereof.

**5.0 Governing Law and Jurisdiction**

5.1 This **Agreement** is governed by, and shall be construed in accordance with, the laws of the country shown in the Schedule

 5.2 The **Company** and **Paragon** agree that the courts of the country shown in the Schedule shall have jurisdiction to settle any disputes in connection with this **Agreement** and according submit to the jurisdiction of such courts and waive any defence of inconvenient forum which may be available

By signing in the appropriate space indicated below it shall constitute a binding agreement between the **Company** and **Paragon.**

**Name and Title of the Company’s authorised representative**

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| Date |  |
| Signature |  |

**Name and Title of Paragon’s authorised representative**

|  |  |
| --- | --- |
| Name |  |
| Title |  |
| Date |  |
| Signature |  |

**SCHEDULE**

|  |  |
| --- | --- |
| Name of the **Company:** |  |
| Address of the **Company:** |  |
| Any specific Information presented to **Paragon** that may not be covered by clause 1.1. (If none please state “None”): |  |
| Governing Law and Jurisdiction: |  |