

PROPRIETARY INFORMATION AGREEMENT

(Mutual Disclosure of Information)

This Proprietary Information Agreement ("Agreement") is entered into effective as of this ____ day of _____, 2015 (the "Effective Date"), by and between Experian Information Solutions, Inc. ("Experian"), a corporation organized and existing under the laws of the State of Ohio and having a place of business at 475 Anton Boulevard, Costa Mesa, CA 92626 and _____ ("Client"), a corporation organized and existing under the laws of the State of _____ and having a place of business at _____.

WHEREAS, Experian is convening a group of clients to create Experian's Insurance Advisory Council ("Insurance Advisory Council") and it is likely that there will be confidential disclosures by and among the participating members of the Insurance Advisory Council during the meetings and on an on-going basis (the "Purpose"); such participation necessitates an exchange of information considered confidential and proprietary by each of them.

NOW, THEREFORE, the parties hereby agree as follows:

1. "Proprietary Information" means all information, including, but not limited to, proprietary, technical, developmental, operating, financial, performance, cost, know-how, process and prospect information, and all samples, models and prototypes containing or disclosing such information. In addition to the foregoing, the term "Proprietary Information" shall also include (i) the fact that Proprietary Information was made available; (ii) all discussions pursuant to the Purpose; (iii) any of the terms, conditions or other facts related to participation in the Insurance Advisory Council, and (iv) all notes, analyses, compilations, studies and other documents which contain, reflect or are based upon Proprietary Information.
2. The recipient of Proprietary Information disclosed under this Agreement (the "Receiving Party") shall (i) treat such information with the same degree of care (provided that such is at least a reasonable degree of care) to avoid disclosure to third parties as it normally uses to protect its own confidential or proprietary information; and (ii) use the Proprietary Information only in furtherance of the Purpose, unless otherwise agreed to in writing by the party disclosing the Proprietary Information (the "Disclosing Party").

Without limiting the generality of the foregoing:

- a) The Receiving Party shall disclose Proprietary Information only to those of the Receiving Party's employees, directors, representatives, advisors and agents who need access to such Proprietary Information for the Purpose and to no one else;
 - (b) The Receiving Party shall assure that all persons who receive any of the Proprietary Information from it will abide by the terms and conditions of this Agreement as if such persons were parties hereto; and
 - c) The Receiving Party acknowledges that any unauthorized disclosure or use of any Proprietary Information shall be considered a material breach of this Agreement and may result in irreparable harm to the Disclosing Party. In addition to the right to recover monetary damages for such a breach, the Disclosing Party shall have the right to seek injunctive relief from a court of competent jurisdiction.
3. There shall be no liability for breach of the restrictions contained in Section 2 on use and disclosure of Proprietary Information:
 - (a) if such information was already in the public domain or became publicly available through no breach of this Agreement by the Receiving Party;
 - (b) if the information was rightfully in the Receiving Party's possession without obligation of confidence prior to receipt from the Disclosing Party or if the Receiving Party lawfully obtained said information from a third party who was under no obligation of confidence;
 - (c) if such information was independently developed by employees of the Receiving Party without use of the Disclosing Party's Proprietary Information;

(d) if such information is required to be disclosed by the Receiving Party to comply with a judicial order or decree, or to comply with applicable law; provided, however, that the Receiving Party agrees to give prior written notice of such disclosure to the Disclosing Party and to take any reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure; or

(e) if such information is disclosed with the prior written consent of the Disclosing Party.

4. This Agreement shall be effective as of the Effective Date and may be terminated by either party upon thirty (30) days' prior written notice to the other party. In any event, this Agreement shall automatically terminate upon the discontinuance of the Insurance Advisory Council or Client's involvement on the Insurance Advisory Council, whichever occurs first. The confidentiality and use restrictions with respect to Proprietary Information disclosed prior to termination shall survive for a period of five (5) years after the termination.

5. Upon any termination of this Agreement in accordance with its terms, each party will, within a reasonable period of time after receipt of written request from the other party hereto, return all Proprietary Information and copies thereof received from the other party under this Agreement, except a single archival copy of all Proprietary Information may be retained by the Receiving Party's legal department for dispute resolution purposes only.

6. The Receiving Party acknowledges and understands that no warranties of any kind are given by the Disclosing Party with respect to the accuracy or completeness of the Proprietary Information.

7. Proprietary Information shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting to the Receiving Party any right, title or interest in or to any patent, trademark, license, copyright or other right of the Disclosing Party.

8. Nothing in this Agreement shall be deemed to create, either express or implied, the power in either party to bind the other. Neither party shall be bound by the actions of the other, be liable for the debts of the other, or have a right to share in the profits of the other. This Agreement is not intended to be a joint venture, partnership or other formal business organization, and neither party is under any obligation to enter into any further agreement with the other party. No binding legal obligation among the parties shall arise with respect to the Purpose unless and until the parties enter into duly negotiated and fully executed definitive documents covering the Purpose which shall be in form and content satisfactory to all parties.

9. This Agreement shall not be construed in any manner to be an obligation to enter into any definitive agreement or to result in any claim whatsoever by one party against the other for reimbursement of cost for any efforts expended with respect to the Purpose.

10. Except as specifically set forth herein, this Agreement does not: (i) restrict either party from developing new products, improving existing products, or marketing any new, improved or existing products; or (ii) commit either party to disclose any particular information, or to develop, make, use, buy, sell, or otherwise dispose of any existing or future products, or to favor or recommend any product or service of the other.

11. No waiver of any provision of this Agreement, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, nor shall such waiver constitute a waiver in any other instance. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Each party represents that it has the right to disclose its Proprietary Information in furtherance of the purpose set forth above without violating any agreement with or right of any other person. Proprietary Information may include information of a third party provided that the third party has authorized such disclosure.

13. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party. Any attempted assignment without such prior written consent shall be void and unenforceable. Notwithstanding the foregoing, either party, without the prior written approval of the other party, may assign its rights and obligations hereunder to a successor in ownership of substantially all of the assets of its business, provided that the successor expressly assumes in writing the performance of the terms and conditions of this Agreement.

14. This Agreement is the only agreement between the parties concerning the Proprietary Information disclosed for the Purpose and it supersedes and replaces any and all existing agreements, written, oral or otherwise, concerning the disclosure of Proprietary Information for the Purpose.

15. If any provision of this Agreement is declared invalid by any arbitration or court of competent jurisdiction, applicable statute or rule of law, then such provision shall be deemed automatically adjusted to the minimum extent necessary to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall be interpreted so as to best reasonably effect the original intent of the parties.

16. No modification to this Agreement shall be binding on either party unless such modification is in writing and signed by an authorized representative of each of the parties.

17. All notices or other communications contemplated by this Agreement shall be in writing and shall be deemed properly delivered when (i) delivered personally or (ii) mailed by registered or certified mail, postage prepaid, return receipt requested to the address of the other party set forth in the first paragraph of this Agreement or such alternative address as either party may communicate to the other from time to time in accordance with this Section 17.

18. Client has a proprietary interest in the confidential information it discloses during an Insurance Advisory Council meeting. As such, Client shall be a third party beneficiary to the Purpose related confidentiality agreements that are entered into by Experian and each of the other Insurance Advisory Council members.

Client shall have a third party right to protect Client's confidential information from disclosure by other Insurance Advisory Council members, including the right of enforcement directly against the other Insurance Advisory Council members.

19. This Agreement shall be governed by and interpreted according to the laws of the State of California. Any disputes arising hereunder between the parties shall be resolved by and jurisdiction shall be exclusively in the courts of the State of California. Venue shall be exclusively in the County of Orange, California.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

Experian Information Solutions, Inc.

Print or type full legal name of company

By: _____
Signature (Duly authorized representative only)

By: _____
Signature (Duly authorized representative only)

Name: _____
Print

Name: _____
Print

Title: _____

Title: _____