

**COLONIAL SURETY COMPANY
CONFIDENTIALITY AGREEMENT**

THIS CONFIDENTIALITY AGREEMENT is made and entered into this _____ day of _____, 2017, by and between Colonial Surety Company whose principal address is 123 Tice Blvd Ste 250, Woodcliff Lake, New Jersey 07677 (hereinafter referred to as "Colonial") and _____ (hereinafter referred to as "Principal").

WITNESSETH

WHEREAS, Colonial has expressed interest in entering into discussions with Principal for the purpose of offering surety bonding to Principal. Colonial will not disclose to any third party that and;

WHEREAS, Principal desires that all information pertaining to its financial status, including all conversations, analyses, compilations, studies, notes, transcripts, recordings, and writings or other documents which may be provided or produced during the course of or as incidental to the discussions considered proprietary and confidential.

NOW THEREFORE, in consideration of the premises, facilitating open discussions, and other good and valuable consideration, the undersigned parties do hereby mutually covenant and agree as follows:

1. Principal will provide its most recent business and personal financial statements to Colonial. They will be the subject of the discussions and, in the process of the discussions, will further divulge data and plans concerning its company which Principal considers to be proprietary and confidential.
2. Principal and Colonial consider their relationship one of confidence with respect to the exchange of information.
3. Whether or not Colonial makes a proposal or whether Colonial and Principal enter into an agreement; Colonial will:
 - a) Hold the contents in confidence and not discuss, communicate or transmit to others, or make any unauthorized copy of or use the contents of information for any purpose unrelated to Principal.
 - b) Disclose the information or portions thereof to only those officers, employees and representatives of Colonial, its reinsurers and affiliates, who are indispensable to and directly involved in the negotiating process and, therefore, need to know such information.

Principal has expressed any interest in a proposed offering of suretyship, or in event that Principal
c) Use the information disclosed by Principal solely in furtherance of the reasons that the
becomes a client, Colonial will not divulge its business relationship to any entity or use the Principal's

information is disclosed to Colonial; and

d) Take all reasonable action to prevent unauthorized use or disclosure of and to protect
the confidentiality of and Principal's interests in the contents of discussion. The term
"Discussion" does not include documents and information which (i) at the time of
disclosure to Colonial thereafter are generally available to and known by the public, (ii)
were available to Colonial on a non-confidential basis from a source other than Principal or
Principal's representatives, or (iii) have been independently acquired or developed by
Colonial without violating any of Colonial's obligations under this Agreement.

4. If the transaction contemplated is not consummated, Colonial agrees that it shall destroy
all retained materials and that they shall continue to be considered confidential.
5. Colonial understands that any violations of this Agreement will cause Principal immediate
and irreparable harm which money damages cannot adequately remedy. Therefore, upon
any actual violation of this Agreement, Colonial consents to issuance by any court with
competent jurisdiction or, at Principal's election, United States District Court, of a
restraining order, preliminary and/or permanent injunction, without bond, restraining or
enjoining such violation by Colonial or any entity or person acting in concert with
Colonial. Colonial understands that such orders are additional to and do not limit
availability to Principal of any other remedy.
6. In any dispute between the parties arising under this Agreement, the prevailing party shall
be entitled to attorney fees and other costs of litigation in addition to all other remedies.

The Agreement is the entire contract between the parties concerning the Discussions.

This Agreement ensures to the benefit of and binds the parties and their successors, assigns or their
legal representatives. This is a contract, made and to be performed in the State of _____, whose
substantive laws, without regard to conflicts of laws, shall apply to its construction and enforcement.

Executed as of the date first written above.

WITNESS:

COLONIAL SURETY COMPANY

By:

Title:

WITNESS:

By:

Title: