

	QBE LEGAL: AODoc - NDA - Document Management.docx	MPHASIS: AODoc - NDA - Document Management.docx	QBE LEGAL: NDA 14_2023 Irvine Company FORM - NDA - Insurance	MPHASIS: NDA 14_2023 Irvine Company FORM - NDA - Insurance	QBE LEGAL: NDA 50_NPW Mutual NDA	MPHASIS: NDA 50_NPW Mutual NDA
QBE Entity	QBE Americas, Inc. - Principal place of business: One QBE Way, Sun Prairie, WI 53596, Altirnao, Inc. - Principal place of business: 1175 Peachtree St NE, Suite 1000, Atlanta, GA	2024 ("Effective Date") by and between QBE Americas, Inc. ("QBE") having its principal place of business at One QBE Way, Sun Prairie, WI defined.~ Affiliates means any entity that directly or indirectly...or is otherwise in the same group or entities as a party to this Agreement	Entity 1 Name - Irvine Holding Company LLC (IHC), Information - Address: 550 Newport Center Drive, Newport Beach, California, 92660. Entity 2 Name - [Insurer Name], Information - Reference Term: Receiving Party, Address: [Insurer address].	QBE this Agreement on behalf of the entity on whose behalf this Agreement	Entity 1: QBE European Operations, Entity 2: NewPower Worldwide, LLC - Located in the state of New Hampshire, USA	this Nondisclosure Agreement are QBE European Operations and NewPower Worldwide...NewPower Worldwide, LLC QBE 107 Northeastern Blvd European Operations Entity.
Agreed Purpose	Purpose means evaluating a potential commercial business transaction within the Document Management technologies, services, and platform.	rev.~ 04Jan23 MUTUAL NON-DISCLOSURE AGREEMENT - NORTH AMERICA THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on July 23, 2024 ("Effective to the Discloser and the Purpose.~ As a result, each party agrees...agents and subcontractors.~ Purpose means evaluating a potential...the Purpose	"IHC and the Receiving Party (each a \"Party\" and collectively the \"Parties\") desire to engage in discussions for the purpose of exploring a potential business relationship in which the Receiving Party may provide certain services to IHC, specifically placing and managing certain lines of insurance and services related thereto (the \"Purpose\")..."	Broker Agreement 1 47736_1 Non-Disclosure Agreement THE IRVINE COMPANY This Agreement (the "Agreement") is entered into to engage in discussions for the purpose of exploring a potential business...and services related thereto (the "Purpose") and expect that confidential	Each party (the \"receiving party\") agrees that it shall use any proprietary information disclosed by the other party (the \"disclosing party\") under this Agreement only for the purpose of discussing and evaluating a potential business relationship between the parties and will not use any such proprietary information for the provision of services or products."	MUTUAL NONDISCLOSURE AGREEMENT Th e parties to this Nondisclosure Agreement are QBE European Operations and...into this agreement with the enter into this agreement with the intent to exchange certain information...under this Agreement only for the purpose of discussing and evaluating a
Representatives to whom Disclosure is Allowed	{ "Representative": "Permitted Receivers means the Receiver's Affiliates and the Receiver's or its Affiliates' officers, directors, employees, members, representatives, professional advisors, agents and subcontractors.", "Control": "Affiliates means any entity that directly or indirectly controls, is controlled by, is under common control with or is otherwise in the same group or entities as a party to this Agreement.", "Affiliate(s)": "Affiliates means any entity that directly or indirectly controls, is controlled by, is under common control with or is otherwise in the same group or entities as a party to this Agreement.", "Group Company": "Not Found", "Group": "Not Found", "Permitted parties": "The Receiver may disclose Confidential Information with its Permitted Receivers, but only if they: need to know it, and only use it, for the Purpose, and have agreed to keep it confidential and restrict its use to the same extent as the Receiver has, as set forth in this Agreement." }	or on its behalf by its authorized representatives or its Affiliates (together, the "Discloser...members, representatives, professional to whom rev.~ 04Jan23 MUTUAL NON-DISCLOSURE AGREEMENT - NORTH AMERICA THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into...the Discloser and the is the Discloser of the requirement if allowed by law or regulation, (ii...and only disclose it as allowed by this Agreement, c) promptly notify	{ "Representative": "employees, officers, and directors who have a need to know in connection with the negotiation and evaluation of a potential business relationship between the Parties; provided that Receiving Party shall have first notified any such employees, officers, and directors of the confidentiality obligations of Receiving Party with respect to the Subject Information and such employees, officers, and directors agree to be bound by such confidentiality obligations. The obligations set forth in this Section 2 shall not prevent the Receiving Party from disclosing Subject Information to any of its outside contractors and/or its attorneys, accountants, or other professional advisers who shall have executed a writing agreeing to comply with the terms of this Agreement...", "Control": "Not Found", "Affiliate(s)": "Not Found", "Group Company": "Not Found", "Group": "Not Found", "Permitted parties": "Not Found" }	Representatives to whom Agreement 1 47736_1 Non-Disclosure Agreement THE IRVINE COMPANY This...of IHC may be disclosed to the Receiving Party is Allowed.	2. The receiving party shall not disclose any proprietary information disclosed to it by the disclosing party to anyone other than its or its affiliates, employees, contractors or authorized representatives of the receiving party who have a need to know the information in connection with the purpose described in paragraph 1 and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.	MUTUAL NONDISCLOSURE AGREEMENT Th e parties to this Nondisclosure Agreement are QBE European Operations and...into this agreement with the enter into this agreement with the intent to exchange certain information...under this Agreement only for the purpose of discussing and evaluating a

<p>Definition of Confidential Information</p>	<p>"Confidential Information means any information that is disclosed: a) by a party to this Agreement or on its behalf by its authorized representatives or its Affiliates (together, the \"Discloser\"), b) to the other party to the Agreement, its Affiliates or Permitted Receivers (together, the \"Receiver\"), and c) in connection with the Purpose, and d) whether or not designated as confidential and proprietary. Confidential Information does not include information that is or becomes: a) in the public domain not by breach of this Agreement, b) lawfully known by the Receiver at the time of disclosure, c) lawfully obtained by the Receiver from a third party other than through a breach of confidence, d) independently developed by the Receiver without the use, directly or indirectly, of the Confidential Information disclosed by the Discloser, or e) expressly indicated by the Discloser as not confidential."</p>	<p>set out in this Agreement.~ 1) DEFINITIONS AND INTERPRETATION The following words...Agreement, unless otherwise defined.~ Affiliates means any of and d) whether or not designated as confidential and proprietary.~ Confidential...by the Discloser as not confidential.~ Permitted Receivers The parties may acquire knowledge of certain Confidential...Confidential Information means any information that is disclosed: a) by a party to</p>	<p>"1. The confidentiality obligations of the Receiving Party imposed under this Agreement shall apply to: (a) the existence and content of any discussions or negotiations between the Parties concerning the possible terms and conditions of a potential business relationship between them (collectively, the 'Terms and Conditions'); and (b) any business or technical information of IHC and any of its affiliates, in whatever form provided, including without limitation information pertaining to services, products, suppliers, customers, tenants, employees, purchasers, marketing plans, strategic plans, finances, business operations, technical data, claims, payroll data and know-how (collectively, 'Confidential Information'). IHC shall use reasonable efforts to designate at the time of disclosure (i) any written information or other information in tangible form that contains any of its Confidential Information as 'Confidential,' 'Proprietary,' or similar designation denoting confidentiality and (ii) any information that is disclosed orally or in a visual or other intangible manner as Confidential Information that is subject to the restrictions set forth in this Agreement. Notwithstanding the foregoing, any failure by IHC to indicate in writing or orally that a communication includes Confidential Information shall in no</p>	<p>Definition of the "Purpose") and expect that confidential and proprietary information of...respect to protecting any confidential or proprietary information of IHC expect that confidential and proprietary information of IHC may be disclosed to...or proprietary information of IHC that may be</p>	<p>In this Agreement, the term \"proprietary information\" means any information disclosed for the evaluation or discussion contemplated hereby, that the disclosing party owns or otherwise controls, except information which: a. is already known to, or independently developed by, the receiving party; b. is already publicly available or becomes publicly available without a breach of this Agreement by the receiving party; c. is lawfully received by the receiving party from a third party; d. is not either (i) disclosed in writing and identified thereon as confidential or proprietary, or (ii) if first disclosed orally, identified as confidential or proprietary at the time of oral disclosure and so confirmed in writing within thirty (30) days after such oral disclosure, except that information disclosed under this Agreement which would reasonably be expected, by the receiving party, to be considered confidential in the context in which such information is disclosed shall be considered proprietary information; e. becomes known to the receiving party by examining a product or merchandise made publicly available by the disclosing party; or f. is required to be disclosed by law or a valid order by a court or other governmental body, provided that the receiving party provides the disclosing party with prior written notice of such disclosure in order to permit the</p>	<p>Definition of in paragraph 1 and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as...are confidential and shall the intent to exchange certain information with each other, and in...agrees that it shall use any proprietary information disclosed by the other party</p>
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<p>Exclusions to Confidential Information</p>	<p>"Confidential Information does not include information that is or becomes: a) in the public domain not by breach of this Agreement, b) lawfully known by the Receiver at the time of disclosure, c) lawfully obtained by the Receiver from a third party other than through a breach of confidence, d) independently developed by the Receiver without the use, directly or indirectly, of the Confidential Information disclosed by the Discloser, or e) expressly indicated by the Discloser as not confidential. 'Clause Present - Please Review'"</p>	<p>Exclusions to and d) whether or not designated as confidential and proprietary.~ Confidential...by the Discloser as not confidential.~ Permitted Receivers The parties may acquire knowledge of certain Confidential...Confidential Information means any information that is disclosed: a) by a party to</p>	<p>"3. The obligations of Section 2 shall not apply to Confidential Information that: (a) Is already known to the Receiving Party at the time that it is disclosed by IHC, provided that such prior knowledge can be substantiated by written records; (b) Has become generally available to the public (either prior to or after its disclosure to the Receiving Party) through no act of the Receiving Party in violation of this Agreement; (c) Has been disclosed to the Receiving Party by a third party; provided such third party or any other person from whom such third party receives such Confidential Information is not in breach of any confidentiality obligation in respect thereof; (d) Has been independently developed by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated by written records and documents; (e) Has been furnished by IHC to the Receiving Party or to a third party without similar restriction on disclosure; or (f) Is required to be disclosed pursuant to legal, judicial, or administrative proceeding or otherwise as required by law through no voluntary action or inaction by the Receiving Party; provided that the Receiving Party shall give all reasonable prior notice to IHC and shall assist IHC to obtain protective or other appropriate confidentiality</p>	<p>Party.~ This clause shall not exclude or limit IHC's obligations of to the "Purpose") and expect that confidential and proprietary information of...respect to protecting any confidential or proprietary information of IHC expect that confidential and proprietary information of IHC may be disclosed to...or proprietary information of IHC that may be</p>	<p>No answer available</p>	<p>Exclusions to in paragraph 1 and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as...are confidential and shall the intent to exchange certain information with each other, and in...agrees that it shall use any proprietary information disclosed by the other party</p>
<p>Permitted Disclosure of Confidential Information</p>	<p>"The Receiver may share Confidential Information as required by law or regulation, court order or other governmental authority but must (i) promptly notify in writing the Discloser of the requirement if allowed by law or regulation, (ii) disclose only that portion of the Confidential Information which, based on the advice of counsel, is legally required to be disclosed and shall otherwise exercise reasonable efforts to obtain reliable assurance that such Confidential Information shall be accorded confidential treatment by the court or other recipients."</p>	<p>or on its behalf by its authorized representatives or its...Agreement, its A ffiliates or Permitted Receivers (together, the...Permitted rev.~ 04Jan23 MUTUAL NON-DISCLOSURE AGREEMENT - NORTH AMERICA THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into...the Discloser and the of and d) whether or not designated as confidential and proprietary.~ Confidential...by the Discloser as not confidential.~ Permitted Receivers The parties may acquire knowledge of certain Confidential...Confidential Information means any information that is disclosed: a) by a party to</p>	<p>"Not Found"</p>	<p>any person except as expressly permitted herein.~ The Receiving Party may...the Receiving Party receives no license or any other right or interest Agreement 1 47736_1 Non-Disclosure Agreement THE IRVINE COMPANY This...of IHC may be disclosed to the Receiving Party of the "Purpose") and expect that confidential and proprietary information of...respect to protecting any confidential or proprietary information of IHC expect that confidential and proprietary information of IHC may be disclosed to...or proprietary information of IHC that may be</p>	<p>is required to be disclosed by law or a valid order by a court or other governmental body, provided that the receiving party provides the disclosing party with prior written notice of such disclosure in order to permit the disclosing party to seek confidential treatment of such information.</p>	<p>employees, contractors or authorized representatives of the receiving party...without the other party's prior written consent.~ The obligations of the use any proprietary information disclosed by the other party (the "disclosing party") under this Agreement only of in paragraph 1 and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as...are confidential and shall the intent to exchange certain information with each other, and in...agrees that it shall use any proprietary information disclosed by the other party</p>

Return/ Destruction	"d) within thirty (30) days of the Discloser's written request, return, destroy or erase any Confidential Information it holds, at Discloser's discretion, except that the Receiver may retain copies of Confidential Information: i) that are securely stored in archival or computer back-up systems, or ii) to meet legal or regulatory obligations."	the Discloser's written request, return, destroy or erase any s written request, return, destroy or erase any Confidential	"Upon the written request of IHC, the Receiving Party shall return to IHC all documents, plans, spreadsheets, computer media, listings and/or other tangible items containing or representing Confidential Information, along with a written certification that all copies thereof have been destroyed or returned. The Recipient shall be entitled to retain copies of the information to the extent that this is necessary for the performance and management of its obligations under any agreement with IHC or if it is required to do so by applicable laws or regulations, provided such copies shall remain subject to the confidentiality obligations of this Agreement."	request of IHC, the Receiving Party shall return to IHC all documents, plans...have been destroyed or returned.~ The Recipient shall be certification that all copies thereof have been destroyed or returned.~ The Recipient	Upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all the proprietary information disclosed by the disclosing party. Upon termination of this Agreement, unless requested in writing otherwise by the disclosing party, the receiving party shall return to the disclosing party or destroy and provide the disclosing party with notice of such destruction, all proprietary information disclosed by the disclosing party including all copies.	Upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party all the proprietary information disclosed by the disclosing party. Upon termination of this Agreement, unless requested in writing otherwise by the disclosing party, the receiving party shall return to the disclosing party or destroy and provide the disclosing party with notice of such destruction, all proprietary information disclosed by the disclosing party including all copies.
No Representations and Wantees as to Accuracy and Completeness	No, no such clause found		"Yes, Clause Present: IHC makes no representations or warranties of any kind concerning the Confidential Information; and (c) Nothing in this Agreement constitutes an enforceable agreement or creates any binding obligation to form or otherwise consummate a business relationship between the Parties or any other transaction between the Parties."	No Information;~ (b) IHC makes no representations or warranties of any kind...tangible items containing or representing Confidential Information and Wantees as to Accuracy and or limit IHC's obligations of utmost good faith in relation to any...the subject matter hereof.~ This is a fully integrated document.~ 16	No, no such clause found	No Representations and Wantees as to Accuracy and ARBITRATOR WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER
Disclaimer of Liability by Disclosing parties	Not Found	Disclaimer of Agreement.~ b) The Receiver is liable for its breach of this Agreement by rev.~ 04Jan23 MUTUAL NON-DISCLOSURE AGREEMENT - NORTH AMERICA THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into...the Discloser and the 1000, Atlanta, GA ("Supplier").~ The parties may acquire knowledge of certain...Purpose.~ As a result, each party agrees to comply with the terms	"IHC shall have no liability whatsoever to the Receiving Party in respect of any Confidential Information that it may disclose to the Receiving Party."	Disclaimer of 8. IHC shall have no liability whatsoever to the Receiving Party by Agreement 1 47736_1 Non-Disclosure Agreement THE IRVINE COMPANY This...of IHC may be disclosed to the Receiving Party Name] (the "Receiving Party"), located at [Insurer...IHC and the Receiving Party (each a "Party" and collectively the "Parties") desire to engage in	Not Found	Disclaimer of Liability by use any proprietary information disclosed by the other party (the "disclosing party") under this Agreement only of New Hampshire, USA.~ The parties hereby enter into this agreement... as follows: 1. Each party (the "receiving party") agrees that it shall use any
Warrants	"Not Found"		"(b) IHC makes no representations or warranties of any kind concerning the Confidential Information; 12. Each person whose signature appears hereon warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the entity on whose behalf this Agreement is executed and has the authority to enter into this Agreement on the terms set forth herein. Yes"	whose signature appears hereon warrants and guarantees that he or she has been	Not Found	

Equitable Relief	"The Discloser may seek injunctive, equitable relief or specific performance to enforce its rights under this Agreement, in addition to all other rights and remedies available, and any other relief that may be available from a court of competent jurisdiction to prevent a breach or threatened breach of this Agreement, without any requirement to post a bond or other surety."	The Discloser may seek injunctive, equitable relief or specific performance date.~ 6) INJUNCTIVE RELIEF.~ The Discloser may seek injunctive, equitable relief or specific performance to...any other relief that may be	"the IHC shall be entitled to injunctive relief as a remedy for any breach or threatened breach of this Agreement or the enforcement of it."	Equitable IHC shall be entitled to injunctive relief as a remedy for any breach or	each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief.	claims for injunctive or equitable relief, any dispute, claim or...enforce claims for injunctive and other equitable relief.~ 8. IN THE EVENT OF ANY for injunctive or equitable relief, any dispute, claim or controversy arising...and other equitable relief.~ 8. IN THE EVENT OF ANY DISPUTE
Indemnity	Not Found		"Not Found"		Not Found	
Term and Termination	"5) TERM. This Agreement shall remain in effect for a period of two (2) years from the Effective Date unless otherwise terminated by either party giving notice to the other party of its desire to terminate this Agreement. The requirement to protect Confidential Information under this Agreement shall survive the termination of this Agreement for a period of three (3) years from the termination date."	Term and the Effective Date unless otherwise terminated by either party giving notice to...the other party of its desire to terminate this Agreement.~ The	"9. The obligations imposed under this Agreement with respect to Subject Information shall remain in effect for a period of ten (10) years from the disclosure of such subject information notwithstanding any termination of this agreement; provided that this Agreement shall not apply to any communications or disclosures made after IHC gives written notice to the Receiving Party that all future communications or disclosures made by IHC are not subject to such obligations. This agreement shall remain in effect, with respect to any proposed or actual placement of insurance, until either party provides written notice of termination to the other party."	Term and information notwithstanding any termination of this agreement;~ provided that...provides written notice of termination to the other party.~ 10.	4. This Agreement shall terminate one (1) year after the effective date of this Agreement, except for the obligations of the parties hereto with respect to proprietary information received prior to such termination which shall survive such termination pursuant to paragraph 3 above. 3. The existence, terms and conditions of this Agreement are confidential and shall not be disclosed by the Parties to any third-party without the other party's prior written consent. The obligations of the receiving party with respect to the proprietary information contained in this Agreement shall, unless specifically released earlier by the disclosing party in writing, extend for a period of three (3) years from the date on which such proprietary information is disclosed.	Term and 4. This Agreement shall terminate one (1) year after the effective...prior to such termination which shall survive such termination pursuant to
Data Protection	No, no such clause found	Data Agreement.~ The requirement to protect Confidential Information under	"No, no such clause found"	Data s obligations with respect to protecting any confidential or proprietary...taking all reasonable precautions to safeguard the Subject Information that is subject to the restrictions set forth in this Agreement...tha t is subject to the restrictions set forth in this Agreement consideration of the foregoing recitals and the covenants and conditions hereinafter set...injured if any of the	No, no such clause found	
Restrictive Covenants	"No, no such clause found"	agreed to keep it confidential and restrict its use to the same extent as the Covenants.	"No, no such clause found"		No, no such clause found	obligations at least as restrictive as those contained herein.~ The...information of the disclosing party or (ii) restrict in any way the marketing of any Covenants.

Governing law	This Agreement is governed by the law of Delaware , the parties submit to the jurisdiction of the courts in that place and all courts competent to hear appeals from the courts of Delaware in respect of all proceedings arising in connection with this Agreement.	legal@aodocs.com 11) GOVERNING LAW AND JURISDICTION.~ This Agreement is governed by the law of Delaware , the a Permitted Receiver which would constitute a breach of this Agreement if it...Information as required by law or regulation, court order or	"This Agreement shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of California, without giving effect to conflict of laws rules that would result in the application of any law other than the laws of the State of California."	16. This Agreement shall be governed by and construed and enforced in its outside contractors and/or its attorneys, accountants, or other...to be disclosed pursuant to legal, judicial, or administrative...by law through no	This Agreement shall be governed by and interpreted in accordance with the laws of the state of New Hampshire and the parties hereby consent to the personal and exclusive jurisdiction and venue of the New Hampshire state courts and the Federal courts located in New Hampshire. Notwithstanding the foregoing, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim or controversy arising from or related in any way to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement of this Agreement by fraud will be submitted for resolution by binding arbitration in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS.	7. This Agreement shall be governed by and interpreted in accordance under any present or future patent, patent application, trade secret or trademark related to the proprietary...assigns and legal representatives.~ Neither
Keeping a list of the Representatives	"No, no such clause found"	Keeping a list of the or on its behalf by its authorized representatives or its Affiliates (together, the "Discloser...members, representatives, professional	"No, no such clause found"		No, no such clause found	Keeping a list of the contractors or authorized representatives of the receiving party who have a...assigns and legal representatives.~ Neither party shall have ■