

NON-DISCLOSURE AGREEMENT

This Agreement the (“NDA”) is entered into on _____, 2026, by and between The Office of the Special Deputy Receiver, located at 222 Merchandise Mart Plaza, Suite 400, Chicago, Illinois (the “OSD” or “Disclosing Party”), and _____, located at _____ (the “Receiving Party”).

Whereas on May 4, 2026, the Disclosing Party issued its *Invitation For Bids For DocuWare Twelve Month Renewal 10/01/2026* (the “IFB”) and the Receiving Party wishes to participate in the bid process set forth in the IFB and to receive Confidential Information from the Disclosing Party pertaining to said IFB, the Disclosing and Receiving Parties agree as follows:

1. **Confidential Information:** Refers to any non-public information or material that has commercial value or utility in the Disclosing Party’s business, including but not limited to personal protected information, plans, inventions, technical data, or claimant lists relating to insurance receivership estates administered by the OSD.
2. **Exclusions:** Obligations do not apply to information that is already public, independently discovered by the Receiving Party, or obtained from a third party without breach of this NDA.
3. **Obligations:** The Receiving Party agrees to hold all confidential information in strict confidence and use it only for the purpose of participating in the IFB.
4. **Term:** This NDA shall remain in effect for three (3) years from the Effective Date or until the confidential information no longer qualifies as a trade secret. The foregoing notwithstanding, This NDA shall remain in effect perpetually with respect to any personal protected information disclosed to the Receiving Party by the Disclosing Party in connection with the IFB.
5. **Remedies:** In the event of a breach, the Disclosing Party may seek an injunction to prevent further disclosure, as well as monetary damages.

6. **Governing Law:** This NDA shall be governed by the laws of the State of the State of Illinois, without regard to its conflicts of laws principles.

7. **Forum for Dispute Resolution:** For any dispute arising from or related to this NDA, the Disclosing and Receiving Parties agree that such dispute is non-arbitrable and that the Circuit Court of County Illinois shall have sole jurisdiction over any such dispute and that they further agree not to seek to dismiss, transfer or remove the litigation to another forum.

8. **Arm's Length Agreement.** This NDA is the product of arm's length negotiations, and the terms of this NDA have been completely read and fully understood and voluntarily accepted by both the Disclosing and Receiving Parties.

9. **Entire Agreement.** This NDA constitutes the entire agreement between the Disclosing and Receiving Parties as respects its subject matter. All discussions and agreements previously entertained between them concerning the subject matter of the NDA are merged herein, and this NDA may not be modified or amended, except by written instrument executed by each of the parties hereto.

Signatures:

- **Disclosing Party:** _____ **Date:** _____
- **Receiving Party:** _____ **Date:** _____