

## **CONFIDENTIALITY AGREEMENT**

This Agreement is entered into by and between Louisiana Citizens Property Insurance Corporation (“Citizens”) and \_\_\_\_\_ (“Take-Out Company”), appearing herein through their duly authorized representatives.

### **Declarations**

A. Citizens has completed two rounds of take-out distributions to insurers in the voluntary property market in its effort to depopulate. Citizens is preparing to begin the third round of take-out distributions.

B. Through the third round of take-out distributions, Take-Out Company is interested in possibly insuring policyholders whose property is currently insured by Citizens.

B. In order to accomplish the goal of depopulating Citizens and insuring policyholders currently insured by Citizens, Take-Out Company must have access to business records of Citizens, the use of which records is restricted under La. R.S. 22:1474 and 23:1200.3, both entitled “Exclusive Use of Expirations.”

### **Agreement**

Citizens and Take-Out Company do hereby agree that, in consideration for access to Citizens’ business records, Take-Out Company shall maintain the confidentiality of Citizens’ business records as follows:

1. Take-Out Company shall use Citizens’ business records and the information gained therefrom only for Take-Out Company’s underwriting analysis and business planning related to insuring policyholders currently insured by Citizens.

2. Take-Out Company shall not share Citizens’ business records or the information gained therefrom with any other person.

3. Take-Out Company shall not contact or solicit any policyholders identified from Citizens' records without the express written consent of the producer of record, and Take-Out Company shall not otherwise fail to comply with any requirement of La. R.S. 22:1474 and 23:1200.3 imposed on Citizens or Take-Out Company.

4. If Take-Out Company elects to solicit Citizens' policyholders identified from its business records Take-Out Company will do so through the existing producer of record under the prevailing terms, conditions and commissions of Take-Out Company at that time.

5. Take-Out Company shall be responsible for any damages resulting from the use of Citizens' business records or the information gained therefrom in violation of this Agreement, and Take-Out Company agrees to defend and indemnify Citizens from any liability or expense that arises out of Take-Out Company's violation of this Agreement.

THUS AGREED AND SIGNED by the parties on the dates set forth below.

**Louisiana Citizens Property Insurance Corporation**

**By** \_\_\_\_\_

**Date** \_\_\_\_\_

\_\_\_\_\_  
**(Take-Out Company)**

**By** \_\_\_\_\_

**Date** \_\_\_\_\_