

# INDEMNITY AND CONFIDENTIALITY AGREEMENT

Between:

**Third Coast Underwriters**  
**200 W. Madison, Suite 3850**  
**Chicago, IL 60606**

and

\_\_\_\_\_ (Company name of *The 411 User*)

Represented by: \_\_\_\_\_

Whereas **Third Coast Underwriters (“3CU”)** has provided a Risk Management Information System (“*The 411*”) for its policyholders, agents and brokers (“*The 411 User*”) to use to review claim and policy information including reports and dashboards, the nature of which involves certain confidential and/or proprietary information risks.

This Indemnity and Confidentiality Agreement (“Agreement”) shall provide for the following:

1. *The 411 User* shall restrict the use or disclosure of all nonpublic personal and proprietary information, written or oral, including electronic data, concerning 3CU and its customers obtained in connection with the performance of 3CU’s workers compensation claims and the terms of this Agreement to purposes directly connected with the performance of the responsibilities specified in this Agreement. *The 411 User* shall comply with all laws and regulations pertaining to the confidentiality of financial, medical and other information. *The 411 User* will put forth its best efforts to prevent the unauthorized disclosure, use or duplication of such information by third parties except as required by law and/or necessary for *The 411 User* to perform his/her obligations to 3CU. Any disclosure made by *The 411 User* shall be deemed unauthorized unless *The 411 User* obtains prior written consent of 3CU. *The 411 User* further agrees to defend, indemnify and hold 3CU harmless from and against any and all losses, liabilities, damages expenses, injuries, costs or obligations of any kind arising directly or indirectly from their misuse of the nonpublic personal and proprietary information obtained in connection with its use of *The 411*.
2. *The 411 User* agrees to indemnify, defend and hold harmless 3CU, its affiliates, and all their officers, directors, members, managers, shareholders, employees and other agents for and against any damage, cost, liability, expense, claim, suit, action or other proceedings, to the extent based on or arising in connection with *The 411 User’s* misuse of *The 411*.
3. By signature hereof the *The 411 User* confirms his/her understanding of the effect of the Indemnity and Confidentiality Agreement and warrants that he/she has authority to sign on behalf of *The 411 User*.

Signed at \_\_\_\_\_ on \_\_\_\_\_ of 20\_\_.

\_\_\_\_\_  
On behalf of  
**THIRD COAST UNDERWRITERS**

\_\_\_\_\_  
On behalf of the  
***The 411 USER***