



Team Confidentiality and Nondisclosure Agreement

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT is made and entered into on _____, (“Effective Date”) by and between _____ (“Team Leader”) and _____ (“Team Member”), in order to induce Team Leader to forward information to Team Member .

RECITALS

WHEREAS, Team Leader and Team Member wish to enter into a business relationship between them; and

WHEREAS, Team Leader is willing to provide Team Member with Confidential Information as defined below, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Confidential Information will include software developed and owned by Team Leader .

NOW THEREFORE, in consideration of the recitals and the respective promises of the parties contained herein, the receipt and sufficiency of which the parties hereby acknowledged, the parties agree as set forth below.

AGREEMENT

1. Purpose and Definition

Team Leader and Team Member may wish to enter into a business relationship between them or if such a relationship presently exists, they may wish to further such relationship. In connection with this relationship, Team Leader may provide Team Member with Confidential Information. For purposes of this Agreement, “Confidential Information” means any and all information not generally known to the public which is proprietary to, and pertains to, Team Leader and his business, including, but not limited to, trade secrets, service plans, marketing plans, research and development plans, proposals and techniques, product and service descriptions, customer and service provider list, test data, other data, reports, recommendations, software, and names of individuals or entities which Team Leader indicates might or will participate in, or provide or receive services in connection with any Team Leader/Team Member business relationship as well as marketing, commercial, strategic planning, purchasing, pricing, vendor, service bureau, customer and financial information, whether written, oral or communicated in another type of medium, whether disclosed directly or indirectly, whether originals or copies, and whether or not legal protection has been obtained or sought under applicable law, Team Member shall treat all such information as Confidential Information regardless of its source and whether or not marked as confidential.



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2. Nondisclosure: Use of Confidential Information

Team Member shall retain in the strictest confidence and shall not show, discuss, communicate or otherwise disclose Confidential Information to any person or entity, or used in any way that Confidential Information for the benefit of Team Member or another, without the prior written consent or authorization of Team Leader .

Team Member shall take all reasonable steps to protect the Confidential Information from disclosure or use them to prevent it from entering the public domain or from being possessed or used by unauthorized parties. If Team Member becomes aware of any such disclosure or use of Confidential Information, Team Member shall notify Team Leader in writing within three days of becoming aware of such disclosure, use or possession.

Team Member may not use the Confidential Information to develop products or services which would compete with Team Leader products or services in the real estate market or to any market to which Team Leader's products or services are targeted.

3. Exclusions from Confidential Information

Team Member's obligation not to disclose Confidential Information under this Agreement shall not apply to any information that is specifically identified and approved for release by prior written authorization executed by Team Leader .

Team Member's obligation not to use Confidential Information under this Agreement shall not apply to any information which Team Member was already independently aware or had already developed or begun to develop prior to the Confidential Information being furnished to Team Member by Team Leader and such knowledge of Team Member is communicated in writing to Team Leader within 24 hours after disclosure of the Confidential Information. The written notice shall describe the nature of Team Member's prior knowledge with reasonable specificity, and shall be promptly followed by written information from Team Member so as to reasonably demonstrate Team Member's prior knowledge or development of the information in question. The burden of establishing that information was known, received or acquired by Team Member as provided above shall be on Team Member. To the extent Team Member does not give Team Leader timely notice of prior knowledge, all of the Confidential Information shall be considered proprietary to Team Leader and confidential as provided in this Agreement. Team Member's use of its own material described in any such notice of prior knowledge shall not be limited by this Agreement.

In the event that a third party seeks to compel disclosure of Confidential Information from Team Member by judicial or administrative process, Team Member shall promptly notify Team Leader of such occurrence and furnish to Team Leader a copy of the demand, summons, subpoena or other process served upon



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Team Member to compel such disclosure and will permit Team Leader to assume, at its expense, but with Team Member's cooperation, defense of such disclosure demand. In the event that Team Leader refuses to contest such a third-party disclosure demand under judicial or administrative process, or a final judicial order is issued compelling disclosure of Confidential Information via Team Member, Team Member shall be entitled to disclose such information in compliance with the terms of such administrative or judicial process or order.

4. Disclosure to Team Member's Employees and Colleagues

Team Leader may communicate Confidential Information to Team Member's employees and colleagues who are identified by Team Leader in writing as authorized to receive Confidential Information.

5. Return of Materials All writings

All writings or other media containing Confidential Information and all copies thereof shall, at all times, be and remain the sole property of Team Leader and promptly returned by Team Member to Team Leader upon Team Leader's request for such return.

6. Remedies

In addition to any other relief afforded by law, Team Leader shall have the right to enforce the provisions of this Agreement by specific performance, injunctive relief, or damages against Team Member and any other persons concerned thereby. If Team Leader is successful in any action to enforce the terms and conditions of this Agreement against Team Member, the costs and damages incurred by Team Leader related thereto (including reasonable attorneys fees and expense) shall be paid by Team Member.

7. Survival

This Agreement shall survive termination of any other agreements and relationships between the parties hereto.



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8. General Provisions

This Agreement contains the entire agreement of the parties relating to the subject matter hereof and supersedes any prior discussions or understanding, whether written or oral and may not be amended or modified except by a writing signed by all parties to this agreement. If any provision of this

The agreement is deemed invalid or unenforceable, all provisions not affected by the invalidity shall remain in full force and effect. This Agreement is binding upon the parties and their successors and assigns except that Team Member shall not assign its obligation under this Agreement without the Team Leader's express written consent. The failure of the Team Leader to enforce this Agreement or any provision of this shall not constitute a waiver of this Agreement or that provision. This Agreement shall be governed by Ohio law. All actions and proceedings arising in connection with this agreement shall be litigated exclusively in the State and Federal Courts located in the County of Lucas, State of Ohio. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

Team Leader Signature

Team Member Signature