



Non-Disclosure Agreement

This nondisclosure agreement (herein referred to as "NDA") is entered into by and between ROG Results ("Disclosing Party") with its principal offices at 302 C S Stratford Road or ANY Results offices in NC _____ ("Receiving Party"), located at _____ for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1.) Definition of Confidential Information: "Confidential Information" refers to any non-public, proprietary, or confidential information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether in writing, orally, or through any other means, that is not generally known to the public and is used, developed, or obtained by the Receiving Party through the relationship between the parties. Confidential Information may include, but is not limited to, trade secrets, business plans, financial data, customer lists, product information, technical data, and any other information that the Disclosing Party designates as confidential.

2.) Exclusions from Confidential Information: Receiving Party's obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; or (c) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3.) Obligations of Receiving Party: Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonable and shall require those persons to sign nondisclosure restrictions at least as protective as those in this NDA. The Receiving Party must obtain the Disclosing Party's written consent before utilizing, reproducing, disclosing to third parties, or allowing others to use the Confidential Information for their benefit. Receiving Party shall not use the information or share the information with third parties for the detriment of the Disclosing Party. Receiving Party shall return to Disclosing Party any and all records, notes, and other

written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4.) Term: This NDA, with respect to Confidential Information, will remain in effect for perpetuity.

5.) Relationships: Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6.) Assignment: This NDA may not be assigned or otherwise transferred by either party without the prior written consent of the non-transferring party.

7.) Severability: In the event that any provision of this NDA is determined to be void or unenforceable by a court, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision(s) held to be unenforceable.

8.) Integration: This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, NDA, representations and understandings. This NDA may not be amended except in a writing signed by both parties.

9.) Waiver: The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.

10.) Governing Law: This NDA shall be governed by and construed with the laws of in the State of North Carolina.

This NDA and each party's obligations shall be binding on the representatives, assigns, and successors of each party. Each party has signed this NDA through its authorized representative.

Realty ONE Group Results

Name: _____

Signature: _____

Title: _____

Date: _____

Receiving Party

Name: _____

Signature: _____

Title: _____

Date: _____