

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT AND CONFIDENTIALITY AGREEMENT (“Agreement”) is made as of this ____ day of _____, 20____ (“Effective Date”) by and between _____, having a place of business at Home Owner Complete LLC (“Disclosing Party”), and _____ (“Receiving Party”) for the purpose of preventing an unauthorized disclosure of Confidential Information as defined below. The parties hereby agree to enter into a confidential relationship in relation to the disclosure of certain confidential information (“Confidential Information”).

I, _____ (Receiving Party), do hereby set forth the following intentions while working with Disclosing Party as detailed below.

- a. For the purpose of working with Disclosing Party, Receiving Party wishes to receive information that Disclosing Party wants to keep confidential relating to Disclosing Party’s business plan, financial matters, and products and/or services currently under development; and
- b. Company, in order to permit Receiving Party to make such a determination, wishes to disclose to Receiving Party to certain confidential information of the Company.

NOW, THEREFORE, in consideration of the above recitals, the covenants hereinafter contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the undersigned hereby agree as follows:

1. **Receiving Party’s Obligations.** Receiving Party agrees to (i) to hold all of the Confidential Information of the Company in strict confidence, (ii) not to make use of any Confidential Information of the Company in any manner other than for purposes of working for the Company, including, but not limited to, not using any Confidential Information to design, develop or produce products or services, and (iii) not to copy the Confidential Information of the Company, in each instance without the prior written consent of the Company. As used in this Agreement, “Confidential Information” means and includes all information, whether verbal or written, disclosed by the Company to Receiving Party and relating to the Company’s business plans, strategies, financial information, research and development and marketing, including, without limitation, trade secrets, software, product design information, client, customer, vendor and Receiving Party lists, prices and pricing policies not otherwise published, research and development materials, prototypes, business plans, new products and services under development, and marketing, business and Internet strategies. Confidential Information does not include information which is (a) known by Receiving Party at the time of receipt from the Company, (b) approved in writing for release from this provision by the Company, (c) now or which hereafter becomes part of the public domain through no action or omission of Receiving Party, (d) independently developed by Receiving Party without the use of Confidential Information, and/or (e) acquired by Receiving Party from a third party without restriction on use or disclosure and without breach by such third party of an obligation of confidentiality. Receiving Party shall bear the burden of proof to prove one of the foregoing exceptions exists in the event a dispute arises between the Parties as to Receiving Party’s breach of this Section.
2. **Property Rights.** Company retains all of its intellectual property rights in and to its Confidential Information. Immediately upon a written request by Company at any time, Receiving Party will turn

over to Company all Confidential Information of Company and all documents or media containing any Confidential Information of Company and any and all copies or extracts thereof.

3. **Actions Not Required.** Receiving Party understands that nothing herein (a) requires the disclosure of any Confidential Information of Company, which shall be disclosed, if at all, solely at the option of Company or (b) requires Company or Receiving Party to proceed with any proposed transaction or relationship in connection with which Confidential Information of Company may be disclosed.
4. **No License Granted.** Neither the execution and delivery of this Agreement nor the furnishing of any Confidential Information of Company by Company shall be construed as granting to Receiving Party either expressly, by implication, estoppel or otherwise, any license under any invention, patent, trademark, or copyright now or hereafter owned or controlled by Company.
5. **No Adequate Remedy at Law.** Receiving Party acknowledges and agrees that due to the unique nature of the Confidential Information of Company, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow Receiving Party or third parties to unfairly compete with Company resulting in irreparable harm to Company, and, therefore, that upon any such breach or any threat thereof, Company shall be entitled to (a) specific performance and other injunctive relief without the necessity of posting a bond, in addition to whatever remedies it might have at law, and (b) be indemnified by Receiving Party from any loss or harm, including, without limitation, attorney's fees, in connection with any breach or enforcement of Receiving Party's obligations hereunder or the unauthorized use or release of any such Confidential Information of Company.

Receiving Party shall notify Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. Receiving Party shall notify Company in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware. Violation of this agreement by the Receiving Party will entitle the Company to an injunction to prevent such competition or disclosure, and will entitle the Company to other legal remedies, including attorney's fees and costs.

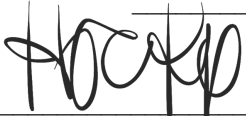
6. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of _____ without regard to the conflict of law provisions of such state. This Agreement shall be binding upon the successors and assigns of the respective parties.
7. **Disclosure Under Court Order.** Receiving Party may make disclosures required by court order if Receiving Party (a) uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and (b) promptly provides notice to Company of and allows Company to participate in the proceeding.
8. **Return or Destruction of Confidential Information.** At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition, the Receiving Party shall also destroy all copies of any Notes created by the Receiving Party or its Representatives and certify in writing to the Disclosing Party that such copies have been destroyed.

9. **Notice.** All notices or requests required or contemplated by this Agreement shall be in writing and (a) if from Company to Receiving Party, shall be hand-delivered or mailed to _____, Advertise@homeownercomplete.com, or such other address as Receiving Party shall specify in written notice to Company, or (b) if from Receiving Party to Company, shall be hand-delivered or mailed to Advertise@homeownercomplete.com, or such other address as Company shall specify in written notice to Receiving Party. Requests or notices given by personal delivery shall be deemed given and received at the time of delivery and requests or notices given by mail shall be deemed given and received the earlier of three days from the date of mailing or upon receipt.
10. **General Provisions.** In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto. Accordingly, no course of conduct shall constitute an amendment or modification of this Agreement. No waiver of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party and no failure or delay in enforcing any right will be deemed a waiver. All waivers shall be strictly construed.
11. **No Warranty.**
- COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES RELATING TO THE CONFIDENTIAL INFORMATION INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR THAT ANY PARTICULAR INFORMATION IS IN FACT CONFIDENTIAL.
12. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.
13. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
15. **Electronic Signatures.** This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures.

16. **Assignment.** Neither Party may assign any of its rights or its obligations hereunder without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of any of its obligations hereunder. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

17. **Waivers.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

IN WITNESS WHEREOF, the parties hereto have duly executed and have caused this Agreement duly to be executed and delivered as of the Effective Date.

Agreed To: "Disclosing Party"
Home Owner Complete LLC


Authorized Signature

Agreed To: "Receiving Party"

Authorized Signature