

TPSP Non-Disclosure Confidentiality Agreement

THIS AGREEMENT, made this ____ day of _____ (month), ____ (year), between Great American Title Company, (hereinafter “Disclosing Party” and or GATCO), and _____ (hereinafter “Receiving Party and or Supplier”).

BACKGROUND

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, applications, systems, components, technologies and business topics which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

1. “Confidential Information” shall mean nonpublic information revealed by or through a party (whether in writing, orally or by another means) (a “Disclosing Party”) to the other (a “Receiving Party”) including, without limitation, (a) either the fact that discussions or negotiations are taking place concerning the Assessment or any of the terms, conditions, or other facts with respect to the Assessment, including the status thereof, (b) all forms and types of financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, program devices, formulae, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and regardless of how stored, compiled, or memorialized, whether physically, electronically, graphically, photographically, in writing or by some other means, (c) information traditionally recognized as proprietary trade secrets, (d) all data and information about GATCO’s customers (current, former or prospective) and officers, directors and employees, (e) Nonpublic Personal Information (as defined below) and (f) all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing. As between GATCO and Supplier, Confidential Information and all applicable intellectual property rights embodied in the Confidential Information shall remain the property of the Disclosing Party.
2. (i) The Receiving Party shall treat the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information

of a similar nature but with no less than a reasonable degree of care. The Receiving Party shall not disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever the Confidential Information, except to the Receiving Party's officers, directors and employees, and employees of other contractors or consultants retained by Supplier or GATCO. All such persons receiving Confidential Information shall (a) if not Employees of the Receiving Party, be subject to a written confidentiality agreement consistent with the terms of this Agreement; (b) have a need to know such Confidential Information for its performance in connection with the Assessment; and (c) have been informed of the confidential nature of the Confidential Information. The Receiving Party shall cause its Employees and any contractor, consultant or other third party to whom it is authorized to disclose the Confidential Information to adhere to the terms of this Agreement, and the Receiving Party shall be liable to the Disclosing Party in the event that any of its Employees or such third parties breach these obligations. The Receiving Party will promptly report to the Disclosing Party any breaches in security that may materially affect the Disclosing Party and will specify the corrective action to be taken. Supplier will not commingle GATCO's Confidential Information with the information of any other person or entity.

- (ii) Notwithstanding anything in this Agreement to the contrary, the Receiving Party shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the terms of this Agreement. Without limiting the generality of the preceding sentence, the Receiving Party agrees that it will not use nor disclose to any other party any Nonpublic Personal Information, which it receives in connection with this Agreement, except in accordance with this Agreement. For purposes of this subparagraph (ii), the terms "Nonpublic Personal Information" shall have the meanings set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof, as may be amended from time to time.
3. The Receiving Party shall not use the Confidential Information of the Disclosing Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to perform the Assessment.
4. The obligations under sections 2 and 3 above do not apply to information that the Receiving Party can show: (a) was in the Receiving Party's possession prior to the date of the disclosure by the Disclosing Party; (b) was obtained by the Receiving Party after the date of this Agreement from a third party who is not known by the Receiving Party to be under any obligation of confidentiality with respect to such information; (c) became generally available to the trade, or to the public, based on existing records or through sources other than the Receiving Party; or (d) was developed at any time by the Receiving Party independent of information or materials disclosed by the Disclosing Party to the Receiving Party.
5. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative

demand or similar process) to disclose any Confidential Information of the Disclosing Party, then the Receiving Party will, to the extent permitted by law, provide the Disclosing Party with prompt notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party's counsel, legally required to disclose such Confidential Information forwarded by the Disclosing Party or else stand liable for contempt or suffer other censure or penalty, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it is legally required to disclose. Notwithstanding anything to the contrary in the foregoing, GATCO may disclose, without notice of any kind, any of the Confidential Information provided by Supplier to any regulatory authority having jurisdiction over GATCO.

6. This Agreement grants no patent rights, copyrights, trade secrets or licenses, expressed or implied, to the Receiving Party except to the extent necessary for the Receiving Party to perform the Assessment contemplated by this Agreement.
7. GATCO and Supplier agree not to export the other's Confidential Information, or articles incorporating such Confidential Information, to any prohibited country, as designated by the U.S. Department of Commerce, without the appropriate written authorization. JPMC and Supplier further agree to comply with all applicable laws and regulations, which pertain to the subject matter of this Agreement or the use of the Confidential Information obtained under this Agreement.
8. GATCO and Supplier agree that unless and until a definitive agreement between them with respect to the Assessment has been executed and delivered, neither party will be under any legal obligation of any kind with respect to such possible business relationship, except for the matters specifically agreed to in this Agreement. Either party may terminate the Assessment with notice. All expenses, costs, liabilities, obligations or losses incurred by either party pursuant to this Agreement and the discussions and related effort regarding the Assessment shall be borne by the party incurring such charges.
9. Each Disclosing Party warrants that it has the right to enter into this Agreement and either it is the owner of, or has the right to disclose, its respective Confidential Information. Otherwise, no warranty, express or implied, regarding the Confidential Information disclosed is granted by this Agreement, and THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
10. GATCO and Supplier agree that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character, the Disclosing Party would be irreparably

harmful by any disclosure of the Confidential Information in violation of this Agreement, and that the use of the Confidential Information for the business purposes of the Receiving Party, or any third party, other than in connection with the Assessment, would enable the Receiving Party or such third party to compete unfairly with the Disclosing Party. For these reasons, the Parties waive any claim or defense that the Disclosing Party has an adequate remedy at law, and GATCO and Supplier agree that the Disclosing Party shall be entitled to seek equitable relief to prevent further use and/or disclosure in addition to all other remedies available to the Disclosing Party at law or in equity for any breach of this Agreement.

11. The obligations and restrictions under this Agreement shall extend for three (3) years from the date of the generation or disclosure of the Confidential Information, whichever occurs later. Notwithstanding the foregoing, the Receiving Party acknowledges that (i) its obligations under this Agreement with respect to Nonpublic Personal Information shall remain in effect for as long as such information shall remain Nonpublic Personal Information under applicable law and (ii) its obligations under this Agreement with respect to trade secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law.
12. Neither this Agreement nor any rights or obligations under this Agreement may be assigned by GATCO or Supplier without the prior written consent of the other. This Agreement shall inure to the benefit of and be binding upon GATCO and Supplier and their respective successors and assigns.
13. No delay or omission by GATCO or Supplier to exercise any right or power occurring upon any noncompliance or default by the other with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either GATCO or Supplier of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to GATCO or Supplier at law, in equity, or otherwise.
14. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.
15. Upon termination of this Agreement, or upon the Disclosing Party's earlier request, the Receiving Party shall promptly return to the Disclosing Party, destroy or render unusable, and discontinue the use of, any Confidential Information then in the Receiving Party's possession, including all copies and archived versions. The Receiving Party shall retain no part or copy of any of the other party's

Confidential Information and, if requested in writing, the Receiving Party shall certify its exacting compliance with the foregoing provision.

16. No public announcement of any prospective business arrangement is to be made by GATCO or Supplier unless such announcement is agreed upon in writing by the parties. Supplier shall not furnish the name, trademark or proprietary indicia of GATCO, in any advertising, announcement, press release or promotional materials, including but not limited to testimonials, quotations, case studies, and other endorsements. No exceptions are granted without the prior written consent of GATCO, such consent to be granted or withheld in the sole and absolute discretion of GATCO.
17. This Agreement may be executed in two or more counterparts (including facsimile), each of which will be considered an original but all of which together will constitute one agreement.
18. This Agreement may not be amended, modified or waived in any manner, except in writing and signed (not in electronic form) by GATCO and Supplier. This Agreement embodies the entire understanding between GATCO and Supplier pertaining to the subject of this Agreement and supersedes all prior agreements pertaining to such subject.
19. All notices required to be given under this Agreement shall be in writing and delivered to the addresses set forth below in this Agreement. Notice shall be sent by overnight delivery or registered or certified mail, return receipt requested, and shall be considered delivered and effective three days after mailing.

If to GATCO: Great American Title Company
Attention: Tom E. Blackwell
5910 FM 2920, Suite C
Spring, Texas 77388

If to Supplier: Supplier's Name: _____
Attention: _____
Supplier's Address: _____
City, State, Zip Code: _____

20. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Texas, without regard to its conflicts of law rules. Any action brought in connection with this Agreement shall be brought in either the state or federal courts of Texas located in the County of Harris, and Supplier hereby irrevocably consents to the exclusive jurisdiction and venue of such courts. Furthermore, Supplier agrees not to assert the doctrine of forum non conveniens in any action in state or federal court in

Harris County. GATCO AND SUPPLIER HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, GATCO and Supplier have caused this Agreement to be executed by their duly authorized representatives who represent they have the authority to bind the respective party to this Agreement.

**Great American Title of Houston, LLC
d/b/a Great American Title Company**

SUPPLIER

By: _____
(Signature)

By: _____
(Signature)

Name Printed: _____

Name Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____