

CONFIDENTIALITY AGREEMENT

As consideration for SOFTWARE FOR REAL ESTATE PROFESSIONALS, INC (SFREP) agreeing to disclose such information to **Beta Tester** and for good and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, SFREP and Beta Tester hereby agree as follows:

1. All information heretofore and hereafter disclosed by SFREP to Beta Tester orally or in writing pertaining to SFREP shall be deemed to be confidential information (“Confidential Information”).

2. Notwithstanding the foregoing, the obligations of confidentiality under this Agreement shall not apply to Confidential Information that:

- a) is already known to Beta Tester the time it is disclosed to Beta Tester;
- b) has been independently developed by Beta Tester;
- c) becomes or has become publicly known through no wrongful act of Beta Tester;
- d) has been received by Beta Tester from a third party without a restriction on disclosure; or
- e) is required by law to be disclosed.

3. Beta Tester shall retain all Confidential Information in strict confidence, exercising the same standard of care used by Beta Tester protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Beta Tester shall not use Confidential Information for any purpose other than its furtherance of the purposes described in the introductory paragraph of this Agreement; i.e. in furtherance of its audit and other professional services for the Company. Beta Tester represents and warrants that each of its partners, principals and employees to whom Confidential Information is disclosed shall have a need to know such information for the purposes contemplated by this Agreement.

4. Beta Tester shall instruct its partners, principals, and employees providing professional services to SFREP that the Confidential Information is subject to an agreement of nondisclosure and shall not be discussed with or disseminated to any persons at Beta Tester who are not directly involved in the professional services for SFREP. Beta Tester shall adopt procedures to reasonably ensure that the provisions of this Agreement are enforced and respected, including a requirement that any person to whom Confidential Information is provided is given a copy of this Agreement.

5. In the event disclosure of Confidential Information is required of Beta Tester under provisions of any law or court order, Beta Tester will use all reasonable efforts to notify SFREP of the obligation to make such disclosure sufficiently in advance of this disclosure that SFREP will have a reasonable opportunity to object.

6. Beta Tester’s obligation under this Agreement shall survive the termination of its association with SFREP.

7. The provisions of this Agreement shall not be construed as preventing Beta Tester's from:

- i. conducting its engagements for SFREP in accordance with firm policies and professional standards; or
- ii. conducting its normal review and quality assurance processes with regard to engagements for SFREP.

8. If Beta Tester violates this Agreement, then SFREP shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, to obtain damages for breach of this Agreement, or to obtain relief by way of injunction to enforce its rights hereunder.

9. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing in a document that specifically refers to this Agreement and such document is signed by both parties.

10. This Agreement constitutes the full and complete understanding and agreement of the parties hereto with respect to the subject matter covered herein and supersedes all prior and contemporaneous oral or written understandings and agreements with respect thereto.

11. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, such provision shall be amended under the court's supervision so as to be enforceable to the fullest extent permitted by such court, and the remaining provisions shall nevertheless remain in full force and effect.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties intending to be legally bound, have executed this Agreement as of the date set forth below.

IN ADDITION TO THE ABOVE AGREEMENT, I UNDERSTAND THAT BETA SOFTWARE IS RELEASED PRIOR TO COMMERCIAL MARKET AVAILABILITY AS A MEANS TO ELIMINATE PROGRAMMING ERRORS AND VERIFY PROGRAM INTEGRITY. BETA SOFTWARE MAY BE INCOMPLETE OR MIGHT CONTAIN ERRORS NOT NORMALLY FOUND WITH A RELEASE PRODUCT.

AS A BETA TESTER, I WILL REPORT ANY PROBLEMS ENCOUNTERED DURING THE USE OF BETA SOFTWARE TO SOFTWARE FOR REAL ESTATE PROFESSIONALS AS SOON AS POSSIBLE AND WILL NOT HOLD SFREP RESPONSIBLE FOR ANY PROBLEMS OR LOSSES CAUSED BY SUCH ERRORS.

Beta Tester _____

Title _____

Date _____