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## NON-DISCLOSURE & CONFIDENTIALITY AGREEMENT

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This is a legal agreement between you (the Candidate) and Estate Management Solutions (EMS & EMS Domestics). If you are signing this agreement on behalf of an entity, such as a corporation or partnership, then you represent and warrant that you (a) are an authorized representative of that entity: (b) have the authority to bind that entity to this agreement: and (c) agree to be bound by this agreement on behalf of that entity. You understand that EMS will not meet you, give you access to their Client's information, property, or facilities (collectively, the "Property"), employ you, or do business with you if you did not agree to the terms of this agreement.

1. "Confidential Information" means all information about EMS or any of EMS's clients that you acquire in any way whatsoever from communicating with EMS or from visiting the Principal's Property, whether that information is presented to you in written or oral form or whether you acquire it from observation, even if it were possible for you to have acquired the same information from another source. "Confidential Information" includes the terms and existence of this agreement and the relationship between you and Estate Management Solutions
2. You agree to use your best efforts to protect the confidentiality of all Confidential Information and you agree not to disclose any Confidential Information to any other party without EMS or the Client's express prior written approval.
3. You agree not to use Confidential Information for any reason not specifically requested by EMS or the Client, whether or not such use is for your own financial gain, and you specifically agree not to participate in the preparation of any book, article, story, blog, social networking or other web post or contribution, video, recording, or film about EMS, EMS's clients, the Property, or any friends or business associates of EMS or EMS's clients, or about EMS's or EMS's clients' business or personal interests.
4. You agree not to copy, take photographs or make any video or audio recordings while you are on the property without the Client's express prior written approval.
5. If you discover any unauthorized use or disclosure of Confidential Information, you agree to promptly notify and cooperate with EMS and the Client in every reasonable way to help EMS and the Client regain possession of the Confidential Information and prevent its future unauthorized use or disclosure. At EMS's request, you agree to immediately destroy Confidential Information in your possession and certify to EMS in writing that you have done so.
6. You acknowledge that it may be difficult, if not impossible, to accurately measure the financial harm that EMS may suffer if you violate this agreement. For that reason, you agree that \$100,000 for each person to whom there is an unauthorized disclosure of Confidential Information is a fair and reasonable estimate of the minimum amount of financial harm that would result from any breach of this agreement by you and you agree that would be an appropriate amount of damages for a court or arbitrator to require you to pay, even if EMS cannot prove damages in this amount. In addition, you agree to pay to EMS any financial gain you receive, directly or indirectly, as a result of your misuse or disclosure of Confidential Information.
7. If you are subpoenaed to testify as to any matter regarding EMS or any of EMS's clients or the Property, you agree to give EMS and the Client a copy of the subpoena as soon as practicable, but no later than (a) three business days after you receive it or (b) three days before the date on which you are to testify, whichever is earlier.
8. This agreement cannot be changed except by a later written agreement to which EMS consents in writing. If there is any conflict between this agreement and any confidentiality provisions of any other agreement between you and EMS or the Client and the conflict cannot be reconciled, the terms that protect EMS and the Client's rights in Confidential Information to the greatest degree shall apply. A waiver of any provision of this agreement can occur only if EMS and the Client expressly waives that provision in a written instrument signed by EMS and the Client. No waiver of any provision of this agreement will constitute a waiver of any provision, or of the same provision on another occasion.
9. You agree to submit any dispute with EMS or the Client to binding arbitration under the terms set forth in this paragraph. The arbitration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association, except to the extent those rules are inconsistent with this agreement. The proceedings will be held in Dallas County, Texas. The decision of the arbitrator will be final and binding on you and EMS. All pleadings, documents, testimony, and facts presented during the course of the arbitration (or during informal discussions prior to the arbitration), as well as the decision of the arbitrator, will be considered Confidential Information. This agreement to arbitrate disputes does not limit EMS or the Client's rights to apply to a court for temporary restraining order, preliminary or permanent injunction, specific performance, or other similar equitable relief to prevent or rectify any breach of this agreement by you.



10. Texas law will govern all aspects of this agreement, without reference to conflict of laws principles. The terms of this agreement survive any termination or expiration of this agreement. EMS may assign it's rights under this agreement. However, you may not assign any of your rights of obligations under this agreement.

11. This agreement supersedes all prior informal or oral discussions between you and EMS regarding Confidential Information.

***IN WITNESS WHEREOF***, the parties, intending to be legally bound, have executed this Agreement on the Date Signed.

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Candidate Signature

Date

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Printed Name

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