



## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Memphis Area Association of REALTORS®, Inc. ("MAAR"), a Tennessee corporation whose principal office is located at 6393 Poplar Avenue, Memphis, Tennessee 38119, and \_\_\_\_\_ ("Recipient"), who resides at \_\_\_\_\_, and is an employee or independent contractor of \_\_\_\_\_ ("Company"), which has entered into an Agreement for Limited Access to Data with MAAR ("Agreement for Data").

WHEREAS, MAAR operated an on-line computerized real estate multiple listing service which provides multiple listing data and other information ("Database") to its participants, subscribers, and other authorized parties; and

WHEREAS, MAAR and Company have made and entered into an Agreement for Data, pursuant to which MAAR is permitting Company to access Database for the limited purposes set out therein; and

WHEREAS, Recipient will have access to Database and other proprietary information, software, and intellectual property of MAAR (collectively "MAAR Information") in the course of Recipient's employment or independent contractor relationship with Company; and

WHEREAS, one of the conditions for MAAR's granting access to MAAR Information to Company is the requirement that all employees and independent contractors of Company enter into a Confidentiality Agreement for the protection of MAAR's rights in and to MAAR Information.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient agrees as follows:

1. Recipient shall keep and maintain MAAR Information secret and confidential. Recipient shall not, without the prior written authorization of MAAR, use MAAR Information for Recipient's benefit or business purpose or for purposes other than as specifically allowed by Agreement for Data and this Agreement, or disclose or make available to any third-party MAAR Information.

2. MAAR Information shall be and remain the sole, absolute, and exclusive property of MAAR. Upon the expiration or termination of Agreement for Data or Recipient's employment or independent contractor relationship with Company, whichever shall first occur, Recipient shall return to Company or MAAR all of MAAR Information and any and all copies thereof.

3. In the event of a breach or threatened breach of any of the provisions of this Agreement, Recipient acknowledges and agrees that MAAR will not have an adequate remedy at law and shall therefore be entitled to enforce any such provision by temporary or permanent injunctive or mandatory relief without the necessity of proving damages, posting any bond or other security, or without prejudice to or diminution of any other rights or remedies which may be available at law or in equity.

4. This Agreement supersedes any prior agreements, representations, understandings, or promises relating to the subject matter hereof. No modification, amendment, supplement, or waiver of any of the provisions of this Agreement shall be effective unless in writing and executed by Recipient and MAAR. The waiver of any provision of this Agreement shall not prohibit any subsequent enforcement of that provision. This Agreement shall be binding upon and shall insure to the benefit of the legal representatives and successors-in-interest of the parties hereto, except that Recipient shall not assign any of his or her rights and obligations hereunder without the prior written consent of MAAR. This Agreement shall be construed and interpreted for all purposes in accordance with the laws of the State of Tennessee, and venue and jurisdiction for enforcement of this Agreement shall lie exclusively in Shelby County, Tennessee.

IN WITNESS WHEREOF, Recipient has executed this Agreement at Memphis, Tennessee, as of the date first above written.

RECIPIENT:

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(Name of Recipient)

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(Signature)

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