

**NON-COMPETE, NON-SOLICITATION, IP RIGHTS, CONFIDENTIALITY,
AND NON-DISCLOSURE AGREEMENT**

FOR GOOD AND VALUABLE CONSIDERATION, and as a material inducement for employment; continued employment; extensive industry training from both internal and external sources; exposure to MortgagePros, LLC's proprietary and confidential business information; the compensation to be paid in Employee's position with the Company, and its successors and assigns (the "Company" or "MortgagePros"; and any other consideration provided that was conditioned on Employee's execution of this Non-Compete, Non-Solicitation, IP Rights, Confidentiality, and Non-Disclosure Agreement ("Agreement"); the undersigned employee, [] (the "Employee") hereby covenants and agrees to honor, follow, abide by and perform the following covenants and undertakings, at all times during the term of their employment by the Company and continuing for the respective below-referenced period(s) of time after termination of such employment (regardless of the reason for such termination or the party terminating such employment relationship):

1. Intents and Purposes. Employee acknowledges, confirms, and agrees that:

- a. the Company engages in various specialized business activities primarily focused on providing brokerage services in the mortgage industry and that the very nature of Company's business requires and demands strict confidentiality protocols, and the Company expends substantial monies and other valuable resources to develop and maintain its services and techniques, as well as its valuable client relationships;
- c. the Company has spent many years and has expended and continues to expend substantial time, effort, expertise, money, and other resources obtaining, developing, maintaining, expanding, and servicing Company Clients and training the Company's own personnel and developing, refining and implementing proprietary techniques and program, know-how, servicing processes, modes of operation and other trade secrets of the Company's business;
- d. the Company has legitimate business interests for maintaining and enforcing this Agreement, including but not limited to its permanent or near permanent relationships with its Clients, suppliers, vendors, and lead sources; its legally protectable rights with respect to the Company's Clients, suppliers, vendors, and lead sources, including its reputation and goodwill; its trade secrets and other proprietary or confidential information (including that of its Clients), property or assets; and the time spent in training its workforce and maintaining the stability of its workforce;
- e. Employee affirms that if they had access to any Company Confidential Information prior to signing this Agreement, they have not disclosed any Company Confidential Information and have otherwise acted in compliance with this Agreement up to the date of signing; and
- f. the Company will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein.

This Agreement is executed by Employee as an express and material condition of Employee's employment and continued employment with the Company and in furtherance of the protection of Company's base of clients, suppliers, vendors, lead sources, trade secrets, and other proprietary or confidential information, property or assets. The covenants set forth in this Agreement and the rights, remedies and recourses conferred upon or inuring to Company hereunder shall be in addition to all other rights, remedies and recourses of the Company at law or in equity including but not limited to protections and remedies afforded under the federal Defend Trade Secrets Act and the Michigan Trade Secrets Act, which Acts, Employee acknowledges and agrees, are additionally and alternatively applicable to the subject matter hereof.

2. Definitions. In addition to the terms which are otherwise defined in this Agreement, the following terms shall have the meanings as set forth below in this Agreement:

- a. **Industry** – The industry is defined as the mortgage industry.
- b. **Solicit** – The term solicit is defined as any communication of any kind, including direct or indirect verbal or written communication by Employee or any third party for the purpose of providing contact information or any other business purpose. Solicit includes any communication by Employee to any Company client whether or not said communication is initiated by the client for business purposes. For purposes of this Agreement, prohibited solicitation includes soliciting and/or doing business with any Company client during the restricted period, which is outlined in each applicable paragraph, regardless of who initiated the contact and regardless of whether the client was previously a client of another competitor, during the applicable restricted period.
- c. **Client(s)** – Former, existing and or new, and prospective clients of the Company regardless of whether Employee had contact with, procured business from, and/or serviced them during their employment with the Company.

3. Non-Competition Covenant. During the term of Employee's employment with the Company and continuing for a period of twelve (12) months after termination of such employment (regardless of the reason for such termination or the party terminating such employment relationship), Employee covenants and agrees not to compete within the below referenced "Territory," with the Company's business, by setting up their own business in the same industry as the Company, obtaining employment in the same industry as the Company in any job with the same or substantially similar duties as those performed by employee for the Company, nor in any other manner, directly or indirectly, assist any other person or entity whose business is competitive in any material respect with the business of Company.

For purposes of this non-competition covenant, it is acknowledged and agreed that the restricted "Territory" shall consist of all regions or areas situated within a fifty (50) mile radius of Company's principal office at 880 W. Long Lake Road, Troy, Michigan, 48098, and within a twenty-five (25) mile radius of any other Company office, which is in operation by the Company anywhere within the United States as of the date of termination of Employee's employment with the Company. Employee acknowledges and understands that invasion of such restricted Territory

by telephonic, electronic, mail, courier, facsimile transmission, media-advertising, or other non-physical competitive contact, practice and activity of Employee may be deemed a breach of such Territory restriction and of the foregoing non-competition covenant even if Employee is not physically present within such restricted Territory. The Employee's right to compete has been limited only to the extent necessary to protect the Company from unfair competition.

Nothing in this Agreement shall prohibit Employee from purchasing or owning less than five percent (5%) of the publicly traded securities of any corporation, provided that such ownership represents a passive investment, and that the Employee is not a controlling person of, or a member of a group that controls, such corporation.

4. Non-Solicitation

a. **Non-Solicitation of Clients.** During the term of Employee's employment with Company and continuing for a period of twelve (12) months after termination of such employment (regardless of the reason for such termination or the party terminating such employment relationship), Employee will not on their behalf or on behalf of any other person, firm or corporation, contact, sell to, call on, solicit, service, divert, interfere with or take away any Clients, or such relationships of the Company (except in such a manner directly related to performance by Employee of their duties and responsibilities as an Employee of the Company) for the purpose of soliciting sales for the products and services which the Company sells to its clients including but not limited to mortgage home loans and loan refinancing and/or providing to any of these Clients any information regarding the Company's or a competitor's services. Employee is further prohibited from doing business with and/or accepting business with or from any Client of the Company at any time within the restricted period. Employee acknowledges that pursuit of the activities forbidden by this paragraph would necessarily involve the use or disclosure of Confidential Information in breach of this Agreement.

For purposes of this non-solicitation provision only, this restriction shall only apply to:

- (i) Former, existing and or new, and prospective clients the Employee (or those employees whom Employee managed) contacted in any way during the 24 months before Employee's employment ends;
- (ii) Former, existing and or new, and prospective clients about whom the Employee has trade secret or Confidential Information; or
- (iii) Former, existing and or new, and prospective clients about whom the Employee has information that is not available publicly.

The Employee understands and acknowledges that loss of any of any client relationship or goodwill will cause significant and irreparable harm to the Company.

b. **Non-Solicitation and Non-Recruiting of Employees.** During the term of Employee's employment with Company and continuing for a period of twelve (12) months after termination of such employment (regardless of the reason for such termination or the party terminating such employment relationship), Employee shall not directly or indirectly recruit, solicit, hire, divert or take away, or employ any employee, staff member or personnel of

the Company nor directly or indirectly assist any other business, entity, recruiter, or employer in such regard, regardless of whether such Employee or the other recruiting business is competitive or not with the business of Company. Employee is further prohibited from providing any contact information including the names of any employees of the Company to any third party for any purpose including but not limited to purposes of inducing that employee to sever their relationship with the Company. The Company has a protectable interest in protecting the stability of the workforce.

c. **Non-Solicitation of Vendors, Suppliers, and Lead Sources.** During the term of Employee's employment with Company and continuing for a period of twelve (12) months after termination of such employment (regardless of the reason for such termination or the party terminating such employment relationship), Employee shall not directly or indirectly solicit, contact, sell to, call on, service, divert, interfere with or take away any vendors, suppliers, and/or lead sources of the Company that were a Company vendor, supplier, and/or lead source during Employee's employment and with which Employee engaged, directly or indirectly, for the purpose of offering products or services that compete in the same industry with the Company's services. Employee also shall not, directly or indirectly, solicit, any prospective vendors, suppliers, and/or lead sources with which Employee engaged utilizing Confidential Information.

5. Non-Disclosure and Confidentiality.

a. **Recognition of the Company's Rights.** Employee acknowledges that all Confidential Information is confidential, proprietary, not known outside of the Company's business, valuable, special and/or a unique asset of the Company, which belongs to the Company. Employee acknowledges that the Company has spent and invested considerable amounts of time and money in the development of its Confidential Information and that the Company takes reasonable security measures to protect and maintain the confidentiality of its Confidential Information. Employee acknowledges that the Company's Confidential Information is not generally known to other employees or known to others in the same trade or business. Employee acknowledges that the Company's Confidential Information cannot be easily duplicated. The Employee further understands and acknowledges that this Confidential Information and the Company's ability to reserve it for the exclusive knowledge and use of the Company is of great competitive importance and commercial value to the Company.

b. **Non-Disclosure and Confidential Information Defined.** During the term of the Employee's employment with the Company and continuing indefinitely (unless otherwise limited by state law) after termination of such employment (regardless of the reason for such termination or the party terminating such employment relationship), Employee shall not directly or indirectly make known to any person, firm, entity or corporation or use or permit to be used for their own benefit or the benefit of another (other than the Company) the following information, which Employee recognizes and acknowledges that they had access to and was provided with during their affiliation with the Company and which is of substantial value to the Company and its business:

i. The names or addresses or other contact information of any Clients or other information pertaining to such Clients or Company's accounts and business with such Clients or Company's servicing of such Clients (including identity, personal-related

information, preferences, and prices or rates quoted and/or charged to Clients, products and services offered and/or provided, and all matters related to servicing such Clients and any information the Client considers as confidential and/or proprietary) and client lists and/or databases, such Client information being the sole and exclusive property of Company;

ii. The names or addresses or other contact information of any suppliers, vendors, lead sources or other information pertaining to such suppliers, vendors or lead sources and the Company's accounts and business with such suppliers, vendors, and lead sources (including identity and capacity);

iii. Any proprietary information or trade secrets of the Company including but not limited to any financial and/or accounting information; Company's manner of operation; services and products; marketing and/or business strategies; processes, practices and techniques used by Company; the Company's procedures and operating protocol; contracts and contract terms; testing and/or evaluation procedures; know how, ideas and improvements; industry specific research and development; prices or rates quoted and/or charged to Clients, price lists, commission information and/or mark-up, sales systems, and/or pricing strategies and sales techniques; referral sources, lead lists, and leads; lead sources; data and databases; tax information; management information; computer programs, files, database systems and related computer information; equipment specifications, machines, manuals, product development, models, images, samples, prototypes; bids and proposals; human-resources related information; any information contained in the Company's books, records, manuals, memos, papers, correspondence or other data; work product, intellectual property, or information of any kind; and electronic, digital, magnetic, audio or video data and information of any kind or description, whether for internal purposes or on behalf of Company's Clients, all such proprietary information or trade secrets likewise being the sole and exclusive property of Company; and

iv. Any other business-related information that is treated by the Company as confidential, including but not limited to its clients' or its vendors', suppliers' or lead sources' information, which the Company is contractually obligated to keep confidential.

The Employee understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

c. **Confidential Restrictions.** Employee acknowledges that the Company has spent and invested considerable amounts of time and money in the development of its Confidential Information and that the Company takes reasonable security measures to protect and maintain the confidentiality of its Confidential Information. Employee agrees that they will carefully guard all Confidential Information and ensure that it is maintained in accordance with the Company's confidentiality standards.

Unless Employee has obtained the express prior written authorization from one of the Managing Partners of the Company, Employee acknowledges and agrees that they shall not make, or cause to be made, any copies, facsimiles, electronic transmissions or files, websites, videos,

audio or visual recordings, or any other type of reproductions that contain the Company's Confidential Information; not save, forward, download, or transfer any Confidential Information to any non-company computer, flash drive, email, disk, or other non-Company media for any purpose; and not download, transfer, or otherwise remove anything from the Company's premises, which contains Confidential Information except if reasonably necessary for Employee to perform Employee's job duties during their employment with the Company. If Employee is required to remove any Confidential Information from the Company's premises in order to perform their job duties for the Company, Employee agrees that Employee will promptly return all Confidential Information to the Company when Employee completes said job duties. Employee shall disclose Confidential Information only to those employees of the Company who have a need to know such information to perform their job duties with the Company.

d. **Return of Confidential Information.** To the extent Employee possesses any and all such confidential or proprietary information or trade secrets of Company (either in written, photographic, digital, audio, video, computerized or other form), Employee warrants and represents that all of the same shall be immediately returned to Company upon any future termination of Employee's employment with the Company or, in any event, upon any earlier request or requests of the Company. If Employee is required to remove any Confidential Information from the Company's premises in order to perform their job duties for the Company, Employee agrees that Employee will promptly return all Confidential Information to the Company when Employee completes said job duties. Employee agrees not to discard or destroy any physical Confidential Information without prior approval of management and only in the manner authorized by management.

e. **Exclusions to Non-Disclosure and Confidentiality.**

i. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. Except as otherwise provided by law, Employee shall provide written notice of any such order to an authorized officer of the Company within 24 hours of receiving such order where possible, but in any event sufficiently in advance of making any disclosure to permit the Company to contest the order or seek confidentiality protections, as determined in the Company's sole discretion.

ii. Nothing herein will be construed so as to prevent Employee from disclosing or using, in connection with their employment for themselves or an employer other than the Company, knowledge that was acquired by them during the course of their employment with the Company, and that has become public, published or is otherwise in the public domain legally and through no fault of Employee prior to any disclosure thereof by Employee.

iii. Employee understands that nothing in this Agreement, including the foregoing, prevents Employee or an attorney on Employee's behalf from reporting a good faith allegation with the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the National Labor Relations Board, the Department of Labor, or

any other governmental authority, including state and local agencies, and making a report in good faith of possible violations of securities, unlawful employment practices or criminal conduct to a governmental authority, or cooperating with or participating in a legal proceeding relating to such violations.

iv. In accordance with applicable law, nothing in this Agreement, including the confidentiality provisions, is intended to restrict nor does it prevent Employee from making a report of sexual harassment and/or sexual assault.

v. Employee understands and agrees that nothing in this Agreement places any restriction upon Employee's discussions regarding their wages, their benefits, their payroll information and other terms and conditions of employment, nor does anything in this Agreement interfere with in any way, restrict or impede any right any employee may have to engage in activity protected by Section 7 of the National Labor Relations Act without fear of retaliation, and/or any state or local laws protecting, for example, an employee's right to discuss wages, terms and conditions of employment.

vi. Employee is hereby notified in accordance with the Defend Trade Secrets Act of 2016 that Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Employee is further notified that if they file a lawsuit for retaliation by an employer for reporting a suspected violation of law, they may disclose the employer's trade secrets to their attorney and use the trade secret information in the court/arbitration proceeding if they: (a) file any document containing the trade secret under seal; and (b) do not disclose the trade secret, except pursuant to court/arbitration order.

6. Non-Disparagement

Employee agrees and covenants that the Employee shall not make, publish, or communicate defamatory or disparaging remarks, comments, or statements concerning any of the Employer's products or services. The Employee agrees and covenants that the Employee shall not make, publish, or communicate to any person or entity or in any public forum any maliciously false, defamatory, or disparaging remarks, comments, or statements concerning the Employer or its businesses, or any of its employees, stakeholders, officers, or directors and their existing and prospective clients, suppliers, investors, and other associated third parties, now or at any time in the future.

This Section does not in any way restrict or impede the Employee from exercising protected rights to the extent that such rights cannot be waived by agreement, including but not limited to the right to report possible securities law violations to the SEC, without notice to the Employer, and rights under the National Labor Relations Act (NLRA), including the right to file unlawful labor practice (ULP) charges or participate, assist, or cooperate in ULP investigation. This Section also does not prevent the Employee from complying with any applicable law or regulation or a valid order from a court of competent jurisdiction or an authorized government

agency, provided that such compliance does not exceed that required by the law, regulation, or order.

7. Intellectual Property Rights.

a. Definitions. The following terms have the meanings specified in this Section 7.

(i) “Intellectual Property Rights” means all rights in and to US and foreign (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered, and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(ii) “Work Product” means all writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Employee solely or jointly with others during the period of their employment by the Company and relate in any way to the business or contemplated business, products, activities, research, or development of the Company or result from any work performed by the Employee for the Company (in each case, regardless of when or where the work product is prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical, and electronic copies and other tangible embodiments thereof.

b. Intellectual Property Rights.

(i) Work Product. Employee acknowledges and agrees that all right, title, and interest in and to all Work Product as well as any and all Intellectual Property Rights therein shall be the sole and exclusive property of the Company. The Work Product is and shall at all times remain the Confidential Information of the Company and the Company shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to (i) use, commercialize, or otherwise exploit any Work Product or (ii) file an application for patent, copyright registration, or registration of any other Intellectual Property Rights, and prosecute or abandon such application prior to issuance or registration. No royalty or other consideration shall be due or owing to the Employee now or in the future as a result of such activities.

(ii) Work Made for Hire; Assignment. Employee acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all Work Product consisting of copyrightable subject matter is “work made for hire” as

defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Employee hereby irrevocably assigns to the Company, and its successors and assigns, for no additional consideration, the Employee's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including without limitation the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's right, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than the Company would have had in the absence of this Agreement.

(iv) **Further Assurances; Power of Attorney.** During and after employment, Employee agrees to reasonably cooperate with the Company to (i) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction throughout the world, and (ii) maintain, protect, and enforce the same, including without limitation giving testimony, and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as may be requested by the Company. Employee hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on Employee's behalf in Employee's name and to do all other lawfully permitted acts to transfer legal ownership of the Work Product to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Employee does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). This power of attorney is coupled with an interest and shall not be affected by Employee's subsequent incapacity.

(v) **Moral Rights.** To the extent any copyrights are assigned under this Section 7 and its subparts, Employee hereby irrevocably waives in favor of the Company, to the extent permitted by applicable law, any and all claims Employee may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

(vi) **No License.** The Employee understands that this Agreement does not, and shall not be construed to, grant the Employee any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to the Employee by the Company.

8. Social Media and Blogs. Employee understands that the Company takes no position on Employee's decision to start or maintain a blog or participate in social networking activities such as Facebook, LinkedIn or Twitter on their own time and on their own equipment. However, it is the right and duty of the Company to protect itself from unauthorized disclosure of Confidential Information and/or any other protected or proprietary information in connection with such activities.

Unless specifically instructed, Employee understands and agrees that Employee is not authorized to speak on behalf of the Company. Employee may not publicly discuss Company Confidential Information, and Employee is prohibited from disclosing or discussing such information on any social networks or media, blogs and from posting such information on any public internet site. Employee understands that a violation of this provision (or any provision in this Agreement) may result in disciplinary action up to and including Employee's immediate termination, as well as other legal action against Employee. Employee understands that nothing stated in this provision is intended to interfere with Employee's right to engage in lawful protected concerted activities under the National Labor Relations Act.

9. Reasonableness and Enforceability.

Employee has carefully read and considered the provisions of this Agreement and having done so, agrees that the restrictions set forth herein are fair, reasonable, and necessary to protect the Company's legitimate business interests, including its goodwill and reputation, client relationships, vendor and supplier and lead source relationships, stable workforce, and its property, assets, and Confidential Information.

In addition, Employee acknowledges and agrees that (a) Employee's abilities and skills are readily useable in a variety of capacities in most geographic areas such that the foregoing restrictions do not unreasonably restrict Employee with respect to seeking employment elsewhere in non-competitive ventures should Employee's employment with the Company end; (b) the relationship between the Company and its clients are on-going and of a near-permanent nature and but for Employee's association with the Company, Employee would not have had contact with the Company's clients; and (c) the information to which Employee has had or will have access is of a confidential and proprietary nature, and the goodwill of the Company and/or client, vendor, lead source, and supplier relationships which Employee has or will enjoy while employed are significant and valuable to the Company and Employee would not have had access to this information or goodwill absent Employee's employment. Thus, Employee acknowledges the reasonableness of the term and scope of the covenants set forth in Paragraphs 3 through 8 (and any subparts), and as such agrees that they will not, in any action, suit or other proceeding, deny the reasonableness of, or assert the unreasonableness of, the premises, consideration or scope of the covenants set forth herein and Employee hereby waives any such defense. Employee's restrictions and obligations contained in this Agreement shall survive Employee's last day of employment and shall be in addition to any restrictions imposed upon Employee by statute, at common law, or in other agreements. The obligations contained in Paragraphs 3 through 8 (and any subparts) shall continue to be enforceable regardless of whether there is any dispute between the Parties concerning any alleged breach of this Agreement.

10. Remedies. Employee acknowledges, understands, and agrees that their compliance with this Agreement is necessary to protect the Company and its legitimate business interests including its Confidential Information, and that any breach or evasion of this Agreement will result in immediate and irreparable harm and continuing injury to Company, its successors and/or assigns. It is impossible to measure in money the damage that will accrue to the Company in the event Employee breaches any provision of this Agreement. Therefore, in the event of any breach or threatened breach of this Agreement, the Company, its successors and/or assigns shall be entitled

to obtain injunctive relief and/or maintain an action for specific performance as well as other legal or equitable remedy necessary to compel Employee's performance hereunder and otherwise provide relief to Company and Employee agrees and consents to the issuance of an injunction. Employee further agrees that the Company shall not be required to post a bond to obtain such an injunction. If the Company institutes an action or proceeding to enforce this Agreement, Employee hereby waives the claim or defense that the Company has an adequate remedy at law and agrees not to assert in any such action or proceeding the claim or defense that the Company has an adequate remedy at law.

Further, in the event of a breach or violation of any of the provisions of this Agreement, the term thereof, as the case may be and as applicable, shall be tolled until such breach or violation has been fully cured. Employee shall be responsible for reimbursing the Company for all costs associated with the Company's enforcement of this Agreement including, but not limited to, the Company's reasonable attorneys' fees, expert fees, costs, and/or any other expenses and costs associated with the Company's enforcement of this Agreement including demonstrating the existence of a breach and any other contract enforcement efforts.

11. No Duties to Former Employers. Employee represents that at the time of hire they were not and at the time of signing this Agreement are not bound by the terms of any agreement with any previous employer or other party to: (a) refrain from using or disclosing any information that would be necessary to and/or reasonably expected to be utilized by Employee in the course of the performance of their duties in the employ of the Company or (b) refrain from engaging in any business activity that would limit or preclude Employee from performance of their duties in the employ of the Company. Employee further represents that Employee's performance of their duties under this Agreement does not and will not violate any agreement with or obligation toward any prior employer or third party. Employee agrees not to use or disclose during their employment with the Company any confidential or proprietary information which belongs to another entity or person.

12. Severability. The covenants and restrictions (including time restrictions) contained herein shall be enforceable to the fullest extent permitted by law, provided, however, that in the event any court or arbiter before whom such an equitable or legal action is brought finds the restrictions in this Agreement to be unlawfully broad or otherwise unlawful, said court or arbiter shall be permitted to nonetheless modify such restrictions and enforce this Agreement to the greatest possible extent that it finds legally permissible and necessary to carry out the intents and purposes hereof. Any such modification shall become a part of and treated as though originally set forth in this Agreement. The Parties further agree that each provision of this Agreement is severable from each other provision of this Agreement. Thus, if such provision or provisions are not modified, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth in it. The Parties expressly agree that this Agreement as so modified by the court or arbiter shall be binding on and enforceable against each of them.

13. Choice of Law/Forum Selection. Any dispute, controversy, or claim arising out of or related to this Agreement, or any breach of this Agreement, shall be submitted to and decided by binding arbitration and governed by the Federal Arbitration Act as set forth in the parties Mutual

Arbitration and Collective/Class Action Waiver Agreement. Employee waives to the fullest extent allowed by law any objection regarding venue not provided for in this section.

In the alternative, should the parties' mutual agreement to arbitrate be invalidated, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to any conflict-of-law principles. The parties agree that any action brought regarding this Agreement must be brought in the United States District Court for the Eastern District of Michigan, when jurisdiction is proper or other applicable federal jurisdiction or in the appropriate county court in the State of Michigan in which the Company does business or in which Employee resides. Employee waives to the fullest extent allowed by law any objection regarding venue not provided for in this section.

14. At-Will Employment. Employee acknowledges and agrees that nothing contained herein constitutes a contract for employment or continued employment of Employee for any specific duration, or for any benefits or compensation, the term of such employment of Employee being solely "AT WILL", which means that Employee or the Company may end the employment relationship at any time, with or without notice, for any reason or no reason at all.

15. Indemnification. The Employee shall defend, indemnify, and hold harmless the Company, its affiliates, and their respective shareholders, officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from a breach of any provision of this Agreement by Employee.

16. Effect. This Agreement shall be binding upon Employee and their heirs, administrators, representatives, executors, successors and assigns. This Agreement may not be assigned by Employee without the prior express written consent of the Company.

17. Entire Agreement. The parties acknowledge that this Agreement contains and comprises the entire Agreement and understanding of the parties, and that there are no additional promises or terms of agreement between the parties, other than those contained herein.

18. Company Owned Equipment. The Company may provide to Employee certain equipment and property to be used by Employee to perform their duties including but not limited to technology-based equipment including a computer, email, voicemail, and other equipment necessary. The Company reserves the right to access and monitor its property and equipment as deemed necessary and appropriate. There is no expectation of privacy in the use of the Company's equipment, including its technology resources. Within 1 day of Employee's employment separation for any reason, Employee will return any and all Company property in the same condition as when Employee received it.

19. Modification. This Agreement may be modified or waived only by written consent of both parties.

20. Survival. The provisions of this Agreement shall survive the termination of my employment, the termination of this Agreement, and the assignment of this Agreement by the Company to any successor in interest or other assignee.

21. No Waiver. The failure of the Company at any time or from time to time to require performance of any of Employee's obligations hereunder shall in no manner restrict the Company's right to enforce this document upon demand or at any subsequent time. No waiver of the Employee's obligations under this document will be enforceable against the Company unless such waiver is in writing signed by a Managing Partner.

22. Consideration. Employee acknowledges that Employee has received adequate and valuable consideration for entering into this Agreement and was aware, prior to signing this Agreement, that an agreement with such restrictions was a precondition to the consummation of the employment relationship.

23. Notification to Subsequent Employers. Employee agrees that in order to comply with their obligations under this Agreement they must inform any prospective employer of their post-employment obligations hereunder before accepting an offer of employment. Employee consents to the Company providing notification to these employers of this Agreement and its terms and conditions.

24. Assignment. This Agreement shall insure to the benefit of the Company and its successors and/or assigns. The Company may assign this Agreement at any time. Employee may not assign this Agreement and any purported assignment by the Employee shall be null and void.

25. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original, and all of which together shall constitute but one and the same agreement.

26. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provisions of this Agreement is to be construed by reference to the caption or headings of any section or paragraph.

27. No Preparation for Competition. During the term of the Employee's employment, Employee agrees not to undertake preparations for competitive activity prohibited by this Agreement.

[INTENTIONALLY LEFT BLANK]

Disclaimer. EMPLOYEE ACKNOWLEDGES AND AGREES THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND THAT THEY KNOWINGLY AND VOLUNTARILY ENTER INTO THIS AGREEMENT BY SIGNING BELOW.

Date:

EMPLOYEE SIGNATURE:

[]

MORTGAGEPROS LLC

By: _____

Sean Graham, HR Director