



M-PREFERRED PARTNER NETWORK

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is entered into and effective as of the _____ day of _____, 20____ between _____ ("Brokerage Firm") with offices at _____, and the M-Preferred Partner Network, a program of Morreale Real Estate Services, Inc., a company with its principal place of business at 455 Taft Avenue, Glen Ellyn, IL 60137 ("Company"). BROKERAGE FIRM and COMPANY are each a "Party" and collectively are the "Parties."

1. PURPOSE – BROKERAGE FIRM and Company each intend to disclose to the other information that it deems confidential for the purpose of engaging in discussions to evaluate whether to enter into a business relationship ("Purpose"). "Confidential Information" means any information, data or materials, that a Party protects as confidential or proprietary and discloses to the other Party pursuant to this Agreement and in contemplation or furtherance of the Purpose that (a) if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, or (b) if oral or visual, is identified as proprietary, confidential or private at the time of disclosure.

2. CONFIDENTIAL INFORMATION – Confidential Information will include any and all information, data and materials that relate to a Party's website, services, products, documents, designs, business plans, business opportunities, finances, research, development activities or plans, know-how or personnel, and confidential information disclosed to a Party by third parties. Confidential Information will not include information that: (i) is or becomes available to the public through no breach of this Agreement, (ii) was known by the recipient at the time of disclosure; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the recipient without the use of Confidential Information of the disclosing party; (v) is disclosed in response to a valid order of a court or other governmental body of the United States or any of its political subdivisions, but only to the extent of and for the purposes of such order; provided, however, that the recipient will notify the disclosing Party prior to disclosure.

3. RECIPIENT OBLIGATIONS – A Party receiving Confidential Information ("Recipient") will comply with the following restrictions: (i) Recipient may only use the Confidential Information in contemplation and furtherance of the Purpose; (ii) Recipient will not disclose the Confidential Information to any other person or entity; (iii) Recipient will restrict disclosure of Confidential Information solely to those Recipient employees with a "need to know" such information; (iv) Recipient will advise those Recipient employees with access to Confidential Information of their obligations regarding the Confidential Information; (v) Recipient will make copies of the Confidential Information only as necessary to disseminate to appropriate Recipient employees and reproducing all confidentiality notices on such copies; (vi) Recipient will safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as Recipient uses to protect its own confidential and private information; and (vii) Recipient will comply with all applicable laws and regulations, including United States export laws and regulations, in connection with its use of the Confidential Information.

4. NO LICENSE – All Confidential Information remains the property of the disclosing Party and no license or other rights in Confidential Information is granted hereby. Each Party provides all information "as is" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance. Each Recipient will immediately upon disclosing Party request return or, if directed by the disclosing Party, destroy, all Confidential Information, including all computer programs, documentation, notes, plans, drawings, and copies relating to the Confidential Information. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. No warranties of any kind are given for the Confidential Information disclosed under this Agreement.

5. RETURN – Confidential Information, including permitted copies, will be deemed the property of the disclosing party. The recipient will, within ten (10) days of a written request by the disclosing party, return all Confidential Information, including all copies, to the disclosing party or, if so directed by the disclosing party, destroy all such Confidential Information. The recipient will also, within ten (10) days of a written request by the disclosing party, certify in writing that it has satisfied its obligations under this Section.

6. EQUITABLE RELIEF – The Parties agree that an impending or actual violation of any provision of this Agreement by a Recipient would cause the disclosing Party irreparable injury for which it would have no adequate remedy at law, and that the disclosing Party will be entitled to seek immediate injunctive relief prohibiting or enjoining such violation, in addition to any other rights and remedies available to the disclosing Party.

7. TERM – This Agreement will be effective as of the date first written above and will continue until terminated by either party upon thirty (30) days prior written notice; provided, however, that each Party agrees to keep, and cause their respective employees, officers, directors, agents, consultants, attorneys, accountants, non-attorney advisors who need to know to keep, confidential any Confidential Information furnished or made available to it by the other pursuant to this Agreement for a period of five (5) years from the effective date of this Agreement.

8. AUTHORITY – Each party warrants that it has the authority to enter into this Agreement and to lawfully make the disclosures contemplated hereunder.

9. ASSIGNMENT – Neither Party may assign this Agreement without the other Party's prior written consent. This Agreement will be binding upon the parties and their authorized successors and assigns.

10. SEVERABILITY – If any provision of this Agreement will be held invalid or unenforceable, such provision will be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.

11. MISCELLANEOUS – This Agreement represents the entire understanding between the Parties regarding the subject matter of this Agreement and supersedes all prior communications, agreements and understandings. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both Parties. This Agreement will be governed in all respects by the internal laws of the State of Illinois without regard to any conflict of laws principles. The federal and state courts within the State of Illinois shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

M-PREFERRED PARTNER NETWORK / MORREALE REAL ESTATE SERVICES, INC. (MRES)

SIGNATURE _____

NAME (print) _____

TITLE _____

DATE _____

BROKERAGE FIRM

SIGNATURE _____

NAME (print) _____

TITLE _____

DATE _____

