



OLD REPUBLIC HOME PROTECTION

CONFIDENTIAL AND PROPRIETARY INFORMATION AGREEMENT

INTRODUCTION

Because of the highly confidential and competitive nature of Old Republic Home Protection Company, Inc.'s ("ORHP") business, information about our products, innovations, research and development, marketing, sales activity, customers and planholders must be handled with extreme care and sensitivity. Disclosure of confidential information could seriously jeopardize ORHP's business interests and irreparably damage the Company. Therefore, ORHP requires employees to enter into an agreement to protect its Confidential and Proprietary Information and rights.

AGREEMENT

In consideration of my employment or continued employment and compensation paid to me by ORHP or any of its subsidiaries, successors or assigns (ORHP and its subsidiaries, successors or assigns are collectively referred to as the "Company"), I agree as follows:

CONFIDENTIAL INFORMATION

I will comply with all trade secrets laws.

I agree that during and after the term of my employment with the Company, I will keep in confidence all Confidential and Proprietary Information of the Company. I understand that this means I will not use or disclose such information, except to the extent required to perform my work with the Company. I understand that this condition applies whether or not the information is in written form. I further agree that I will not remove from the Company's business premises any Confidential and Proprietary Information, nor will I transmit any Confidential and Proprietary Information outside the Company except as expressly authorized by the Company and in conformity with the terms of this Agreement. If I am a current employee, I warrant and represent that prior to signing this Agreement, I held in confidence all Confidential and Proprietary Information of the Company.

"Confidential and Proprietary Information" is interpreted to the maximum extent permitted by applicable law and refers to any information that is not generally known among the Company's competitors and that has commercial value to the Company. By way of illustration, but not limitation, Confidential and Proprietary Information relates to any of the following: (1) plans for developments, designs, and improvements of products; (2) pilot programs, pilot projects, demonstration projects and innovations; (3) Company-developed policies and procedures; (4) plans for marketing and selling; (5) sales information, techniques, know-how and data; (6) information regarding business plans, budgets and unpublished financial statements; (7) unpublished prices, costs, information concerning suppliers and customers; (8) information regarding the skills and work history of other employees of the Company; (9) information regarding customers and planholders, including their referral source lists, financial data, and needs,

specifications and preferences; and (10) any information designated by the Company as confidential. Examples of specific information that falls into the above categories and is therefore Confidential and Proprietary Information include: lists of customers and prospective customers, including expiration dates; policy counts for individual customer offices and agents; customer account production and loss ratio information; special pricing agreements with network contractors and special preferred provider relationships; policy and procedure manuals, personnel manuals and other information designed for internal use; and internal memoranda and other correspondence directed from one Company employee to another concerning Confidential and Proprietary Information.

I understand that the Company has received and in the future will receive from third parties, Confidential and Proprietary Information belonging to third parties (“Third Party Information”) subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain requested purposes. During the term of my employment and afterward, I will hold Third Party Information in the strictest confidence and will not disclose or use Third Party Information except as permitted by the agreement between the Company and such third party. If I am a current employee, I warrant and represent that before signing this Agreement, I held in confidence and did not disclose Third Party Information. Examples of Third Party Information include, but are not limited to, contact information for planholders (names, addresses, telephone numbers and e-mail addresses); payment information for customers and planholders (such as bank account or credit card information); and anything specifically listed below:

Realtor production/loss data, Brokerage production/loss data, Service Provider data, any reports containing proprietary information.

If pursuant to subpoena (or otherwise) during my employment or thereafter, I am requested to disclose Company Confidential and Proprietary Information or Third Party Information by compulsion of law, I will promptly notify the Company in writing and in advance of such proposed disclosure to enable the Company to be heard with respect to any such disclosure or to otherwise respond to any such request if it desires to do so. Any disclosure of Confidential and Proprietary Information or Third Party Information pursuant to a court order will not be considered a breach of this Agreement.

I agree that if I have any questions or uncertainty whatsoever as to whether any information may be considered by the Company to be Confidential or Proprietary Information, or Third Party Information, I will discuss the issue with Company management before disclosing any such information.

CONFLICTING EMPLOYMENT

During my employment, I will devote my full energy, interest, abilities, and productive time to my performance of duties for ORHP. I will not, without the prior written consent of an officer of ORHP, render to others services of any kind for compensation, or engage in any other business activity that would interfere with the performance of my duties or that would be adverse to the Company or its business or business prospects.

RETURN OF WRITTEN AND ELECTRONIC MATERIAL

I agree that, when my employment with the Company ends for any reason, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all confidential information, records, data, notes, reports, proposals, lists, correspondence, belonging to the Company, its successors or assigns. This obligation applies to information in any form, whether hard copy, soft copy, electronic, or otherwise. In the event of the termination of my employment, I agree to sign and deliver to the Company an executed "Termination Certification" in the form attached hereto as Exhibit A. This obligation with respect to Confidential and Proprietary Information extends to information belonging to customers and planholders of the Company who may have disclosed such information to me as the result of my status as an employee of the Company.

FORMER EMPLOYER'S INFORMATION

During my employment at the Company I will not use or disclose any confidential information or trade secrets, if any, of any former employer, and I will not bring onto any worksite any unpublished documents or any property belonging to any former employer unless consented to in writing by that former employer.

NOTIFICATION OF NEW EMPLOYER

In the event that I leave the Company's employ, I hereby agree that the Company may notify my new employer regarding the rights and obligations created by and under this Agreement.

SPECIFIC PERFORMANCE

It is expressly acknowledged and recognized that the Company may be irreparably damaged if any of the provisions of this Agreement are not specifically enforced. In the event of a breach or threatened breach of any of the terms of this agreement by me, it is hereby agreed that, in addition to any other remedies that may be available to the Company as a matter of contract, law, or equity, the Company shall be entitled to injunctive relief without the need to show that monetary damages will not provide an adequate remedy.

MISCELLANEOUS

This Agreement shall be effective immediately upon my signature. I have had the opportunity to seek the advice of independent legal counsel, and I have read and understood all of the terms and provisions of this Agreement.

This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company and its subsidiaries, successors and assigns.

The formation, construction and performance of this Agreement shall be construed in accordance with the laws of the State of California and shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted. The parties agree and consent to be subjected to the exclusive jurisdiction and venue of the state and federal courts sitting in Contra Costa County, California, as to any dispute arising out of my employment relationship with the Company.

The invalidity or unenforceability of any term or provision of this Agreement shall not affect the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term or provision in any other jurisdiction.

This Agreement sets forth the entire agreement and understanding between ORHP and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

VOLUNTARILY ACCEPTED AND AGREED TO:

Date

Signature

Printed Name

OLD REPUBLIC HOME PROTECTION COMPANY

Date

Authorized Signatory



EXHIBIT A

TERMINATION CERTIFICATION

This certifies that I do not have in my possession, nor have I failed to return, any Confidential or Proprietary Information, client information, vendor information, planholder information, records, data, notes, reports, proposals, lists, correspondence, or other property belonging to Old Republic Home Protection Company, Inc., its clients, planholders or vendors.

I further certify that I have complied with all the terms of the Old Republic Home Protection Company, Inc. Confidential and Proprietary Information Agreement signed by me.

I further agree that, in accordance with the terms of the Confidential and Proprietary Information Agreement, I will preserve and maintain the secrecy of all Old Republic Home Protection Company, Inc. Confidential and Proprietary Information and Third Party Information.

I confirm I will comply with all other terms of the Agreement.

Date: _____

(Employee Signature)

(Type/Print Employee Name)

FOR YOUR INFORMATION ONLY
DO NOT SIGN AT TIME OF HIRE