

Non-Disclosure Agreement (NDA)

The Olive Branch – Fee Office Joint Venture
Between People's Title LLC and {Receiving Party}

1. Purpose

This Non-Disclosure Agreement ("Agreement") is entered into by and between People's Title LLC ("Disclosing Party") and ("Receiving Party") to prevent the unauthorized use or disclosure of confidential and proprietary information in connection with The Olive Branch Fee Office Joint Venture.

2. Definition of Confidential Information

"Confidential Information" includes, without limitation:

- All escrow and title records, contracts, and closing documents
- Lender instructions, loan packages, and wire details
- Client and agent information, including names, contact details, and financial data
- Internal procedures, systems, and compliance processes
- Revenue reports, projections, and financial statements
- Marketing strategies, trade secrets, and business plans
- Any information designated as confidential or that a reasonable person would understand to be confidential

3. Receiving Party's Obligations

The Receiving Party agrees and acknowledges:

- Confidential Information shall be used solely for the operation of The Olive Branch JV.
- Disclosure is restricted only to employees or agents who have a direct need-to-know, and such individuals must sign written confidentiality acknowledgements.
- The Receiving Party shall be held fully responsible for any breach caused by its employees, contractors, or representatives.
- Unauthorized disclosure, intentional or negligent, will trigger liability for damages, costs of recovery, lost profits, and legal fees.
- The Receiving Party must immediately notify People's Title of any actual or suspected breach and cooperate in mitigation.

4. Exclusions

Confidential Information does not include information that is:

- Already in the Receiving Party's possession lawfully prior to disclosure;
- Publicly available through no fault of the Receiving Party;
- Obtained legally from a third party without restriction; or
- Independently developed without reliance on Confidential Information.

5. Term & Survival

- This Agreement remains in effect for three (3) years from the Effective Date.
- Confidentiality obligations survive indefinitely as to client data, escrow funds, and financial records.

6. Enforcement & Remedies

- The Receiving Party acknowledges that unauthorized use or disclosure of Confidential Information will cause irreparable harm to People's Title.
- People's Title is entitled to seek injunctive relief, immediate termination of the JV, forfeiture of any buy-in, and monetary damages, including consequential damages, lost profits, and attorney's fees.
- Liability extends to both the Receiving Party and its individual officers, employees, and agents who participate in or enable the breach.

7. Return or Destruction of Information

Upon demand or termination of the JV, the Receiving Party shall immediately return or destroy all Confidential Information, both physical and electronic, and certify destruction in writing.

8. Governing Law

This Agreement is governed by the laws of the State of Texas. Venue for disputes lies exclusively in Tarrant County, Texas.

9. Entire Agreement

This Agreement is the entire understanding regarding confidentiality of The Olive Branch JV. No waiver or modification is valid unless in writing and signed by both parties.

Effective Date: _____

People's Title LLC

Signature: _____

Name: _____ Johnnie Morine _____

Title: _____ CEO/President _____

Date: _____

{Receiving Party}

Signature: _____

Name: _____

Title: _____

Date: _____