employment eligibility (whether or not I am an employee of Broker), as shown on USCIS website's instructions for Form I-9 (www.uscis.gov/graphics/formsfee).

Confidentiality. Associate acknowledges that all information and Customer data concerning Cartus' Customers and/or Clients' programs (including, without limitation, the identification of individuals as Customers) and any referrals assigned to an associate, including all agent generated referrals, is confidential information ("Confidential Information"). Associate agrees to (i) except as necessary to deliver the services set forth in the Agent Agreement, receive and hold the Confidential Information in confidence and refrain from disclosing or discussing any portion of the Confidential Information with any third person or entity, (ii) use the same degree of care in protecting the Confidential Information as it uses to protect its own proprietary information and (iii) not use or disclose any of the Confidential Information for any purpose whatsoever, except for the sole purpose of performing services as set forth in the Agent Agreement, (iv) under no circumstances use a Customer's information or data, including name and address for advertising testimonials. In furtherance and not in limitation of the foregoing, Associate acknowledges and agrees except as specifically permitted herein, Associate shall not use the Confidential Information to create or maintain data bases of clients, target Customers as customers for solicitation of future business or identify to any third party that the customer is or was a Customer.

Associate understands that he/she is prohibited from contacting a Customer to discuss the results of any Performance Evaluation or Questionnaire and further understands and acknowledges that the comments made by a Customer are private and shall not be discussed with the Customer under any circumstances.

Associate shall not contact or attempt to contact the Customer if the Customer requests an Associate reassignment.

- D. <u>Severance of Relationship</u>. In the event that Associate ceases to be an agent affiliated with Broker for any reason whatsoever, Associate agrees that (i) it shall not use to its advantage, or to the advantage of any other party, any information gained from the files or business of Broker concerning any Cartus Client or Customer (including, without limitation any information concerning the USAA program or any USAA customer); (ii) except as otherwise required by applicable law concerning record retention, all files and other data, in written or electronic form related to customers referred to Associate through Cartus referrals shall not be retained, but shall be forwarded to Broker; (iii) any pending referrals of Cartus Customers and Clients (including without limitation, USAA customers) shall remain the property of Broker.
- E. <u>Referral Fees</u>. Associate confirms its obligation to pay referral fees due to Cartus with respect to closed Customer transactions referred to Associate by Cartus and/or Clients or Affinity organizations.
- F. Other Products. Associate acknowledges that the United Services Automobile Association ("USAA") and its affiliates offer mortgage, insurance and other products and services and Associate agrees to refer USAA employees and members to USAA for those products. In addition, other Cartus affinity Clients may offer products and services and Associate agrees to refer the related member to the affinity Client for those products and services.
- G. <u>Continuing Obligations</u>. Associate agrees that in consideration of referrals generated through Cartus, that it will (i) pay the applicable referral fee to Cartus and continue to honor said