

and unique assets and trade secrets of Principal Broker's business. Broker Associate will not, during or after the term of this Agreement, directly or indirectly, use, duplicate, disclose or convey any such information to any person, firm or other business entity for any purpose whatsoever. Broker Associate's obligation with regard to confidentiality of information will survive the termination of Broker Associate's association with Principal Broker and the termination of this Agreement.

7. **Remedies.** Broker Associate understands and agrees that paragraph 6 is necessary to protect the confidentiality, goodwill and other proprietary interest of Principal Broker and that, in the event Broker Associate breaches or threatens to breach any of these provisions, Broker may not have an adequate remedy at law. Accordingly, Broker Associate agrees that, if Broker Associate breaches or threatens to breach these provisions, Principal Broker shall be entitled to an immediate injunction or other appropriate order to restrain any threatened or further breach, in addition to any other remedies it may have.

8. **Modification.** This Agreement constitutes the entire understanding between the parties with respect to its subject matter and cannot be altered or amended except by a written instrument signed by both parties.

9. **Severability.** If any provision of this Agreement is deemed to be illegal or otherwise void, invalid, or unenforceable, the provision shall be disregarded and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

10. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the state of Oregon.

11. **Assignment of Rights.** The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

12. **Attorney Fees.** In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

13. **Paragraph Headings.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date first written above.

REALTY REFERRAL

BROKER ASSOCIATE

Principal Broker

(SOCIAL SEC or FED ID #)

Exhibit 'A' **Compensation Plan**

BETWEEN: REALTY REFERRAL

AND: _____
(Broker Associate)

DATED: _____

COMPENSATION:

The amount of the referral commission to be paid to REALTY REFERRAL is to be negotiated between the Broker Associate and the agent or broker receiving the referral.

Principal Broker to retain 25% of commissions.

Principal Broker

Date

Broker Associate

Date