

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (“Agreement”) is made this ____ day of _____, 20__ , by and between ALLIED HOME MORTGAGE CAPITAL CORPORATION (the “Company”) and _____ (the “Beneficiary”) (collectively the “Parties”), and made effective the date of receipt by the Beneficiary of any Confidential Information as described below.

WHEREAS, the Beneficiary has learned of the existence of the Company and its business and therefore made contact with the Company, and the Company has subsequently invited the Beneficiary to attend one of its training sessions for branch personnel (the “Sessions”) and the Beneficiary wishes to attend the Session; and

WHEREAS, the Beneficiary and the Company are contemplating the establishment of an employment or other business financial relationship for their mutual benefit; and should the Parties enter into additional or subsequent agreements, the Parties expect to incorporate similar confidentiality provisions into such agreements, and.

WHEREAS, by preparatory contact with the Company and attending the Session the Beneficiary may receive or will receive and be the beneficiary of confidential, proprietary information and trade secrets concerning the Company and the business of the Company, as well as entities which are affiliated directly, indirectly, or by contract, with the Company (“Allied Affiliates”); and

NOW THEREFORE, in consideration on the Company permitting the Beneficiary to attend and participate in the Session and to receive confidential information concerning the Company and Allied Affiliates, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION

For purposes of this Agreement “Confidential Information” shall include:

- (A) Any trade secrets, know-how, data, knowledge, ideas, concepts, creations, sketches, plans, processes, specifications, schematics, diagrams, and technology, of any form, regarding the either: (1) the Company's business practices and procedures, or (2) the Company itself and/or any Allied Affiliate.
- (B) All documents and other information relating to the business of the Company and any Allied Affiliates, including without limitation the Branch Operations Manual, and all written or displayed information delivered to you at the Session.
- (C) Any other information obtained, learned, or created by, the Beneficiary concerning the Company and any Allied Affiliate during, or as a consequence of attending the Session.

2. AGREEMENT NOT TO DISCLOSE

Upon execution of this Agreement, the Beneficiary shall not, during or following the Session, for any reason whatsoever, reproduce, copy, or disclose Confidential Information to any other person, firm, partnership, corporation, business affiliation, or any other type of entity, directly or indirectly, except after obtaining the prior written consent of the Company, or except where it is required by applicable law, after notification to the Company.

3. BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto, and their respective heirs, successors, assigns and personal representatives.

4. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument.

5. LAW GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles or the choice of law principles of the state or states where such Employee is employed. Each party consents to the personal jurisdiction of any state or federal court in the City of Houston, Harris County, Texas.

6. ACKNOWLEDGEMENT

The Beneficiary acknowledges that the remedies available to the Company at law will not be sufficient to protect the Company and Allied Affiliates, against irreparable harm suffered in the event of a breach by the Beneficiary of this Agreement, in whole or in part, and accordingly, the Beneficiary agrees and covenants that in addition to any other remedies the Company may have at law for such breach, the Company and the Allied Affiliates shall be entitled to injunctive relief as well as specific performance. No claim or cause of action on the part of the Beneficiary against the Company arising out of the Beneficiary's possible subsequent employment by the Company, or for any other reason, shall constitute a defense to the enforcement of Paragraph 2 of this Agreement, nor shall it be a basis to prevent assertion Company of a right to injunctive relief and/or as well as specific performance as set out in this Paragraph.

7. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall

not be affected thereby, and the remainder of this Agreement shall be construed in a manner so as to give the maximum effect to the remaining provisions, terms, covenants and conditions.

IN WITNESS WHEREOF , the Parties have duly executed this Agreement on the day and year first above written.

Beneficiary
_____ (printed name)

Address

ALLIED HOME MORTGAGE CAPITAL CORPORATION

By: _____
Its: _____