

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (this "Agreement") is made effective as of July 15, 2014, (and subject to the occurrence of the Merger, as defined below) by and between Realogy Group LLC (together with its parents, affiliates, subsidiaries, divisions, successors and assigns (hereinafter collectively referred to as the "Company"), with offices at 175 Park Avenue, Madison, New Jersey and Charles C. Baker, a prospective employee of the Company (hereinafter "Employee").

WHEREAS, the Company is a global provider of real estate and relocation services company serving real estate companies, corporations and financial institutions in support of residential and commercial real estate transactions. The Company employs people primarily to engage in the marketing, sale and support of franchise license agreements.

WHEREAS, by offer letter of July 15, 2014 herewith the Company has offered employment to Employee, subject to the consummation of the acquisition of ZipRealty Inc. by a subsidiary of Realogy Group LLC (the "Merger") pursuant to the Agreement and Plan of Merger dated as of July 15, 2014 by and among ZipRealty, Inc., Realogy Group LLC and Honeycomb Acquisition, Inc.; and

WHEREAS, in connection with work performed by Employee on behalf of the Company, it may be necessary for the Company and/or its clients and customers (collectively, the "Company") to disclose to Employee certain documentation and information which the Company considers proprietary and confidential, including but not limited to: franchise sales training, market research, customer or prospect correspondence whether on paper or in electronic or other form, broker business plans, Company business and strategic plans, financial data, regional sales plans, personal broker information, franchise acquisition strategies or candidates, contract or license expiration dates, renewal targets or candidates, operating procedures, potential franchise candidates, terms of any financing made available generally to franchise candidates or to specific candidates, and any other business terms of any potential franchise, franchise offerings, reports, manuals, contracts, current and prospective client and supplier lists, and all other documentation, business knowledge, data, material, property and developments related to the Company, regardless of whether possessed or developed by you in the course of your employment or obtained from a customer, prospect, supplier, or employee whether or not designated as confidential or proprietary by the Company (hereinafter "Confidential Information"); and

WHEREAS, both parties understand the desire that such documentation and information be maintained in confidence, that it shall be used only for the Company's business purposes and shall not be used in any way in competition with the Company's business purposes, and that any disclosure or competing use thereof would cause irreparable harm to the Company; and

NOW, THEREFORE, in consideration of the foregoing, including, but not limited to, the Company's employment of Employee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee hereby covenant and agree as follows:

1. In addition to the Confidential Information identified above, the Company may from time to time furnish to Employee financial, technical, legal, marketing, or other proprietary or confidential reports, analyses, records, pricing information, data, computer programs, systems or output, information, or other material relating to the Company and/or work done for its clients and customers, in oral, written or other format, developed by the Company and/or others, which the Company deems and Employee should consider proprietary and confidential to, and of independent economic value to, the Company, actual or potential, regardless whether otherwise protectable under any law, and regardless of protections, lack of markings or dissemination (collectively, the "Company Confidential Information").

2. Employee agrees that, during the term of Employee's employment with the Company and thereafter, all Company Confidential Information shall be treated as proprietary and confidential to the Company. Furthermore, Employee agrees that, except in furtherance of the Company's business, Employee will not disclose or permit disclosure of such Company Confidential Information to any third party unless

and until Employee has obtained the prior written consent of the Company (which may be conditioned upon such third party's execution of an agreement similar to this one as well as other factors). Without limitation to Employee's obligations, Employee agrees to safeguard all Company Confidential Information in accordance with the Realogy Information Management Policy, as well as the applicable information management and protection provisions of the Code of Ethics and Key Polices. As a condition to such Company Confidential Information being furnished to Employee, during the term of Employee's employment with the Company and thereafter, Employee agrees to treat any Company Confidential Information concerning the Company (whether prepared by the Company, its advisors or otherwise, irrespective of the form of communication) which is furnished to Employee in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth. Employee further agrees that no such Company Confidential Information will be knowingly or negligently misappropriated or used by Employee for his/her own benefit or for the benefit of others except upon the written agreement of the Company and Employee as to the use of such Company Confidential Information. In no event will Employee knowingly or willfully permit Company Confidential Information to be used by any person in competition with or to the detriment of the Company. In addition to the foregoing, in the event that the Company Confidential Information contains any personally identifiable information of the Company's (and/or its affiliated entities') employees, clients or customers, Employee agrees to comply at all times with, and maintain and safeguard such information in accordance with, (i) the Company's (and/or its affiliated entities') then-current privacy policies and procedures, and (ii) any and all applicable privacy laws, regulations, statutes, and guidelines.

3. Employee agrees to assist the Company in obtaining, securing, maintaining, preserving any protections and patents, copyrights, trademarks or design right in and to Company Confidential Information or other information or data that Employee has accessed during employment with the Company, even where such information or data was created, conceived, or designed by Employee solely or jointly with other employees of the Company. It is further understood and agreed that all written documentation and all work done or prepared by Employee during his employment (the "Works") with the Company shall be deemed as "work made for hire" for the Company under the United States Copyright Laws (17 U.S.C. Section 101, and any amendments thereto) and ownership of all such Works shall be held at all time by the Company. If for any reason the Works are held not to be "work made for hire," Employee hereby assigns all its right, title and interest in and to the Works to the Company.

4. All Company Confidential Information transmitted or disclosed hereunder will be and remain the property of the Company and the Company may notify Employee in writing that all such Company Confidential Information and any copies thereof shall be returned to the Company. Promptly upon request from the Company, Employee shall redeliver to the Company all tangible Company Confidential Information, and any other tangible material containing, prepared on the basis of, or reflecting any information in the Company Confidential Information, (whether prepared by the parties, their advisors or otherwise), including all reports, analyses, compilations, studies and other materials containing or based on the Company Confidential Information, or reflecting the review of, or interest in, the Company's business, and will not retain any copies, extracts or other reproductions in whole or in part of such Company Confidential Information.

5. In acknowledging the unique and proprietary nature of the Company Confidential Information, the parties further understand and agree that money damages may not be a sufficient remedy for any breach of this Agreement by Employee and that the Company may suffer great and irreparable injury as a consequence of such breach; therefore, the Company shall be entitled to seek equitable relief, including injunction and specific performance as a remedy for such breach. The Company may seek a court order or injunction without further notice to protect the confidentiality of its information and to halt any unauthorized disclosure thereof. Such remedies shall not be deemed to be exclusive remedies for a breach by Employee but shall be in addition to all other remedies provided hereunder or available at law or equity to the Company.

6. If Employee is served with a subpoena or other process requiring the production or disclosure of Company Confidential Information, then the Employee, before complying with such subpoena or other process, shall immediately notify the Company of same and permit the Company a reasonable period of time to intervene and contest disclosure or production. Employee will cooperate in seeking, performing and enforcing a protective order for the Company Confidential Information.

7. The Employee may not assign or otherwise transfer any of his rights or obligations under this Agreement to any third party without the prior written consent of the Company. No permitted assignment shall relieve the Employee of his obligations hereunder with respect to Company Confidential Information disclosed prior to the assignment. Any assignment in violation of this Section shall be null and void.

8. THIS AGREEMENT DOES NOT MODIFY OR ALTER, IN ANY WAY THE AT-WILL NATURE OF EMPLOYEE'S EMPLOYMENT. EMPLOYEE'S EMPLOYMENT IS AT-WILL, WHICH MEANS THAT EITHER EMPLOYEE OR COMPANY CAN TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY LAWFUL REASON, WITH OR WITHOUT NOTICE. THE AT-WILL NATURE OF SUCH EMPLOYMENT CAN ONLY BE MODIFIED BY A WRITING SIGNED BY THE COMPANY'S PRESIDENT OR GENERAL COUNSEL.

9. With the exception of the letter from the Company offering employment to the Employee which is being presented to Employee on given date, this Agreement constitutes the entire agreement and understanding of the parties on the subject matter hereof and supersedes all prior communications, agreements, and understandings, whether written or oral, relating thereto. This Agreement may be modified only by further written agreement signed by each of the parties hereto. This Agreement will be governed in all respects by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date indicated above.

REALOGY GROUP LLC

By: /s/ David J. Weaving
Name: David J. Weaving
Title: EVP/CAO

EMPLOYEE

By: /s/ Charles C. Baker
Name: Charles C. Baker
Title: 5 July 2014