



## MEMBER CONFIDENTIALITY AGREEMENT

WHEREAS the **Building Materials Suppliers Association Sales Manager Share Council Number 1** (BMSA-SMSC#1 ) operates as a BMSA Dealer Roundtable and as such possesses certain valuable proprietary trade secrets, and proprietary technical and/or economic information in the field of Building Materials, Building Components, Building Material Assemblies, and all aspects of the operation of such businesses; and

\_\_\_\_\_ (CONFIDANT) is desirous of being (or continuing as) a member of BMSA-SMSC#1 and receiving from BMSA-SMSC#1 on the terms and conditions herein, a disclosure of information from BMSA-SMSC#1 and other members of BMSA-SMSC#1 which is proprietary and confidential; the parties agree as follows:

1. "CONFIDENTIAL INFORMATION" means all information in the SUBJECT FIELD supplied to CONFIDANT by or through BMSA-SMSC#1 pursuant to this AGREEMENT, except such information which:

- a. prior to CONFIDANT'S receipt thereof: (i) was generally publicly available; or (ii) was in CONFIDANT'S possession, from a source other than BMSA-SMSC#1; or
- b. after CONFIDANT'S receipt thereof: (i) becomes generally publicly available without the fault of CONFIDANT; or (ii) is acquired by CONFIDANT from a third party having no direct or indirect confidential obligation to BMSA-SMSC#1 with respect to such information (except that the identity or similarity of BMSA-SMSC#1 's information and such acquired third party information shall be considered, and treated by CONFIDANT, as CONFIDENTIAL INFORMATION).

2. For the period of CONFIDANT's membership in BMSA-SMSC#1, and for five (5) years thereafter, CONFIDANT shall use its best efforts to prevent the disclosure, to any third party, of any or all of the CONFIDENTIAL INFORMATION.

3. No right or license is hereby implied or granted to CONFIDANT, (a) under any patents or copyrights or trade secrets of BMSA-SMSC#1 or any member of BMSA-SMSC#1, or (b) to disclose to others, or to use at any time for any purpose, any unpatented or other CONFIDENTIAL INFORMATION or any tangible materials comprising the proprietary work product of BMSA-SMSC#1 or any member of BMSA-SMSC#1.

4. CONFIDANT acknowledges that CONFIDENTIAL INFORMATION supplied by BMSA-SMSC#1 in written or other tangible form is the property of BMSA-SMSC#1, and that, upon termination of CONFIDANT's membership in BMSA-SMSC#1, unless otherwise agreed in writing by BMSA-SMSC#1, all such materials shall be returned to BMSA-SMSC#1, together with all reproductions thereof, in any form, which CONFIDANT may have made.

5. Each member of BMSA-SMSC#1 which provides information to BMSA-SMSC#1 retains the right to sue for damages any party who misuses any information provided by such member to the BMSA-SMSC#1, or who disseminates any such information beyond the membership of BMSA-SMSC#1. This includes the right to sue a moderator or any other member of BMSA-SMSC#1.

6. This AGREEMENT shall be governed by the Laws of the State of North Carolina.

7. This AGREEMENT shall constitute a binding contract when executed by both parties and shall be effective on the date of CONFIDANT'S acceptance as indicated below.

Building Material Suppliers Association

By: Kelly Franklin, President  
3029 Senna Drive  
Matthews, NC 28105

*To be completed by Dealer Member:*

<b>Print Name:</b> _____	<b>Title:</b> _____
<b>Company:</b> _____	<b>Address:</b> _____
<b>Cell Phone:</b> _____	_____
<b>CONFIDANT SIGNATURE:</b> <span style="border: 1px solid red; display: inline-block; width: 200px; height: 20px; vertical-align: middle;"></span>	<b>Date:</b> _____