



Confidentiality Agreement

In consideration of the mutual commitments by the members of the Board of Directors ("Board") of the Northern Illinois Commercial Association of REALTORS ("Association") and the opportunity to acquire proprietary information and confidential information regarding the Association, the below-named member of the Board, hereby agrees as follows:

1. Definitions.

(a) Proprietary Information. As used in this Agreement, "Proprietary Information" means information which the Association possesses or to which the Association has rights which has commercial value. Proprietary Information includes, by way of example and without limitation, trade secrets, product ideas, designs, configurations, processes, methods, techniques, systems, formulas, patterns, models, devices, compilations, software, source and object code, domain names, improvements, inventions, data, know-how, copyrightable materials, business plans and information, marketing and sales plans and strategies, sales and financial reports and forecasts, customer and prospective customer information and lists, pricing information, financial information, personnel information and any other information designated as confidential by the Association. Proprietary Information includes information shared with me or developed by me to be used in the business of the Association, whether before or in the course of my membership on the Board of the Association, as well as other information to which I may have access in connection with my membership, including matters discussed at Board meetings or materials prepared for Board meetings.

(b) Inventions. As used in this Agreement, "Inventions" means any and all inventions, developments, creative works and useful ideas of any description whatsoever, whether patentable. Inventions include, by way of example and without limitation, discoveries and improvements which consist of or relate to any form of Proprietary Information.

(c) Association. For purposes of this Agreement, all references to "Association" will be deemed to include the Association, its predecessors, its successors, and its direct or indirect subsidiaries and affiliates.

2. Confidentiality

I understand and agree that my membership creates a relationship of confidence and trust between me and the Association with respect to (a) all Proprietary Information, and (b) the confidential information of others with which the Association has a business relationship. The information referred to in clauses (a) and (b) of the preceding sentence is referred to in this Agreement, collectively, as "Confidential Information". At all times, both during my membership on the Board of the Association and after its termination, I will keep in confidence and trust all such Confidential information, and will not use or disclose any such Confidential Information without the written consent of the Association, except as may be necessary in the ordinary course of performing my duties to the Association. The restrictions set forth in this Section 2 will not apply to information which is generally known to the public or in the trade, unless such knowledge results from an unauthorized disclosure by me, but this exception will not affect the application of any other provision of this Agreement to such information in accordance with the terms of such provision.

I agree I will not use video equipment, cameras or camera phones or other media at any time to duplicate or take photographs on company property during my membership on the Board of the Association, unless performing a job-related function, and any such photographs or video shall be treated as Confidential Information. I agree to take special care to preserve all Confidential Information while at the premises of any customers, competitors or suppliers. This does not prohibit the taking of photographs and/or videos at a NICAR function, though still subject to the NICAR Social Media Policy Agreement.

3. Materials.

All documents, records, apparatus, equipment, and other physical property, whether or not pertaining to Proprietary Information or other Confidential Information, which are furnished to me by the Association or are produced by me in connection with my membership will be and remain the sole property of the Association. I will return to the Association all such materials and property as and when requested by the Association. In any event, I will return all such materials and property immediately upon termination of my membership for any reason. I will not take with me any such material or property or any copies thereof upon such termination. Upon termination of membership, I agree to confirm in writing that any Confidential Information or materials created during membership have been returned to the Association and will not be provided to any unauthorized third party.

4. Other Interests.

(a) I agree to disclose to the Association any self-interest (or that of a partner or child under eighteen years of age) involved in any trade, business or occupation which is in any way similar to those in which the Association is involved and whether such trade, business or occupation is conducted for profit or gain.
(b) I agree to avoid business decisions, conduct or outside activities that create an actual or potential conflict of interest (whether paid or unpaid) with obligations or duties to the Association. I will refrain from (i) using or disclosing corporate opportunities, trade secrets or other Proprietary Information for personal benefit; (ii) serving as directors, officers or employees of, or performing services or consulting work for, any organization which might supply goods or services to the Association or compete with the Association while a member of the Board of the Association; and (iii) using the Association property for personal gain. I am expected to advise the Association of any situation which involves a real or potential conflict of interest. If a conflict of interest does arise; it is my responsibility to resolve the conflict promptly to the satisfaction of the Association.

5. Injunction.

I agree that it would be difficult to measure any damages caused to the Association which might result from any breach by me of the promises set forth in this Agreement, and that in any event money damages would be an inadequate remedy for any such breach. Accordingly, I agree that if I breach, or propose to breach, any portion of this Agreement, the Association shall be entitled, in addition to all other remedies that it may have, to an injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Association.

6. Binding Effect.

This Agreement will be binding upon me and my heirs, executors, administrators and legal representatives and will inure to the benefit of the Association, any subsidiary of the Association, and its and their respective successors and assigns (including any acquiror of the Association).

7. Enforceability.

If any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event that any provision of this Agreement is determined by any court of competent jurisdiction to be unenforceable by reason of excessive scope as to geographic, temporal or functional

coverage, such provision will be deemed to extend only over the maximum geographic, temporal and functional scope as to which it may be enforceable.

8. Entire Agreement.

This Agreement constitutes the entire agreement between the Association and I with respect to the subject matter hereof, and supersedes all prior representations and agreements with respect to such subject matter. This Agreement may not be amended, modified or waived except by a written instrument duly executed by the person against whom enforcement of such amendment, modification or waiver is sought. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, in any case will not prevent any subsequent enforcement of such term or obligation or to be deemed a waiver of any separate or subsequent breach.

9. Notice.

Any notice or demand which, by any provision of this Agreement or any agreement, document or instrument executed pursuant hereto or thereto, except as otherwise provided therein is required or provided to be given shall be deemed to have been sufficiently given or served and received for all purposes when delivered by hand, telecopy, telex or other method of facsimile or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, or two (2) days after being sent by overnight delivery providing receipt of delivery, to the following addresses: if to the Association, at its main offices, or at any other address designated by the Association to you in writing; and if to you, at your mailing address as shown on the signature page hereof, or at any other address designated by you to the Association in writing.

10. Governing Law.

This Agreement shall be construed under and be governed in all respects by the internal substantive laws of the State of Illinois without regard to choice of law principles.

I understand that this agreement affects important rights. I have read it carefully and am satisfied that I understand it completely.

Print Name

Signature

Date