

BERKSHIRE RIDGE CONDOMINIUM ASSOCIATION, INC.

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made this _____ day of _____, 20____ between Berkshire Ridge Condominium Association, Inc. (the "Association") and _____ (the "Trustee").

WHEREAS, the Association is the owner of certain documents, knowledge, and information relating to the Administration of the Association and the Association's relationships with its members and other individuals and entities (including, but not limited to, information concerning unit owner delinquencies, attorney/client privileged communications, contract negotiations, and those matters involving threatened, pending or actual litigation) (collectively, the "Confidential Information"); and

WHEREAS, the Director has become a member of the Association's Board of Trustees and therefore must learn about and examine the Confidential Information in order to fulfill the Trustee's duties to the Association;

NOW, THEREFORE, in consideration of the fiduciary nature of the Trustee's duty to the Association, the disclosing of the Confidential Information to the Trustee and the Association's reliance on Trustee's promises herein, it is agreed as follows:

1. The Trustee agrees that any Confidential Information disclosed to the Trustee is for the sole purpose of enabling the Trustee to fulfill the role of Association Trustee and in no event shall the Trustee be deemed, by virtue of the terms of this Agreement or by any disclosure to or discussion with the Trustee, to have acquired any right or interest in or to such Confidential Information.
2. The Trustee agrees not to disclose, communicate or publish Confidential Information to any person or entity except other current Trustees, the Association's current management and/or the Association's current attorneys so long as any such disclosure does not relate to a dispute between the Association and such current Trustee, current management company or the current attorneys or would otherwise violate the Trustee's fiduciary duty to the Association. The Trustee agrees not to use any of the Confidential Information received, acquired or obtained from the Association or any other person or entity except in fulfillment of the Trustee's fiduciary duty to the Association. The Trustee's obligation to maintain the confidentiality of the Confidential Information shall continue in perpetuity, unless otherwise agreed to by the Association. The Trustee agrees to promptly notify the Association of any unauthorized use or disclosure of any Confidential Information by the Trustee or others and to take prompt and effective steps to prevent a recurrence of such use or disclosure.
3. All Confidential Information furnished to the Trustee shall remain the property of the Association and shall be returned to the Association promptly at its request with any and all copies made thereof.
4. The Trustee acknowledges that failure to perform the obligations and agreements set out herein may result in irreparable injury to the Association. Accordingly, the Trustee further agrees that, in addition to remedies otherwise available, any and all such obligations may be enforced by suit, restraining order and/or by injunction.

5. The validity, interpretation and enforceability of this Agreement shall be governed by the laws of the State of New Jersey (notwithstanding any laws regarding Conflicts of Law, New Jersey or otherwise) and any and all disputes arising from this Agreement shall be heard by the State courts located in the State of New Jersey and this agreement shall inure to the benefit of and be binding upon the Association and the Trustee. This Agreement reflects the entire agreement between the parties hereto with respect to the subject matter hereof. This agreement may only be amended by an instrument in writing specifying it as an amendment to this Agreement and executed by all parties hereto.
6. The Trustee acknowledges his/her fiduciary duty, and duties of utmost loyalty, care and confidentiality to the Association as set forth in, and/or implied, by the New Jersey Non-Profit Corporations Act, the Master Deed and/or By-Laws or otherwise.
7. The Trustee understands that failure to comply with the terms of this agreement could subject him/her to claims by the Association or other persons or entities, and/or that such disclosure may cause such claims to not be covered by any Association insurance and/or indemnification/exculpation protections, if any, afforded by the Association to its Trustees.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first mentioned above.

Berkshire Ridge Condominium Association, Inc.

Trustee:

By: _____, Trustee

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss.
COUNTY OF SOMERSET)

I CERTIFY that on _____, _____, personally came before me and acknowledged under oath, to my satisfaction, that he/she is named in and personally signed this Agreement.

Sworn to and Subscribed before
me this _____ day of _____, 20____.

NOTARY PUBLIC OF
STATE OF NEW JERSEY