

CONFIDENTIALITY AGREEMENT

This Agreement is made as of _____, 202__, by _____
with Furniture Manufacturers Credit Association (FMCA) and its members, as a condition to
and in consideration of the admission of Member to membership in FMCA.

STATEMENTS OF FACT

In connection with the membership of the Member in Furniture Manufacturers Credit Association, Inc. (FMCA) and its participation in the meetings, interchanges and other activities of FMCA, FMCA and its members will furnish certain confidential information to Member.

AGREEMENTS OF THE PARTIES

As a condition to, and in consideration of, the admission of Member to membership in FMCA and the furnishing of such information, the Member agrees to and with FMCA and each member furnishing such confidential information as follows:

1. Subject to the limitations slated below the term "Confidential Information" means and includes all information in any form or however communicated which FMCA or any member of FMCA, provides or has provided in connection with the membership or Member in, or participation of Member in any meetings, interchanges or other activities of, FMCA, relating to:

- A. Credit, trade, financial, commercial, collection or other information concerning the business affairs and operations of any firm to which any member of FMCA extends credit, has extended credit, or which is otherwise the subject of any credit interchange, investigation, inquiry or discussion; and
- B. Information relating to the internal business affairs and operations of FMCA or any of its members. The term "Confidential Information" does not include:

Information in the public domain when disclosed to Member;

Information which enters the public domain (unless by breach of this agreement) subsequent to disclosure to Member;

Information in Member's possession prior to receipt of such information from FMCA or a member of FMCA; or

Information received by Member at any time from any source other than FMCA or any member of FMCA or their representatives, unless Member, at the time of receipt of such information, has notice that the information is furnished in violation of a contractual or other legally binding obligation of such third party to FMCA or any member of FMCA.

2. Member Agrees that:

It will use the Confidential Information only in connection with its activities as a member of FMCA and the operation of the Member's credit department, and will not otherwise use it or allow its use by others in its business, or for any other purpose whatsoever;

It will not disclose any Confidential Information to anyone except a limited group of its officers, employees, and professional advisors who have a need to know the confidential information in connection with the operation of Member's credit department;

It will inform all such persons to whom Confidential Information is disclosed of the confidential nature of the information, and direct that its confidentiality be maintained, and that it be used only as permitted by this agreement; and

Upon termination of Member's membership in FMCA, Member will, upon request of FMCA, return all Confidential Information (including all copies) and will purge from its files or records those portions of all other internal documents or information (however maintained) which contain or otherwise reflect any Confidential Information.

3. This agreement:

Binds the parties and their successors and assigns;

Is enforceable by specific performance or injunctive relief, or both (Member acknowledging that other remedies at law, in the event of Member's breach, would be inadequate);

Contains the entire agreement of the parties, and incorporates all their prior negotiations and agreements, with respect to the Confidential Information; and

Is to be governed by and construed in accordance with the internal laws of North Carolina.

Member has caused this agreement to be executed by its duly authorized officer (who by signing confirms his/her authority to do so) as of the date first stated above.

Member: _____

Signed: _____

By: _____