



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “Agreement”) is made by and between the Building Owners and Managers Association and Building Owners and Managers Institute, D/B/A BOMA/BOMI (“BOMA/BOMI”), and you, the test taker (“Attendee”). In consideration for your right to take the exam, Attendee agrees to the following:

1. “Confidential Information” shall mean all information, whether communicated in oral, written, electronic, or other form, furnished by BOMA/BOMI or prepared by Attendee during the Testing Period, including, but not limited to, answers and notes made by Attendee during the Testing Period, any test questions and answers, any accompanying Test materials and like information, and any and all other Test information of, or provided by, BOMA/BOMI. All notes, analyses, compilations, and other documents prepared by the Attendee during the Testing Period, which contain or otherwise reflect information regarding the Test, will also be “Confidential Information.” The Testing Period includes all time immediately prior to, during, and immediately following the scheduled Test time.

2. Attendee will preserve as confidential all Confidential Information that Attendee may obtain or prepare in relation to the Test during the Testing Period. Without BOMA/BOMI’s prior written consent, which may be given or withheld by BOMA/BOMI in its sole and absolute discretion, Attendee will not at any time, whether during or after the Testing Period, (a) disclose any Confidential Information to any third party nor give any third party access thereto, nor (b) use any Confidential Information except as required in taking the Test. At all times during the testing period, Attendee agrees to abide by the Code of Professional Ethics and Conduct, a copy of which can be found online at [www.boma.org](http://www.boma.org).

3. Attendee shall notify BOMA/BOMI immediately upon discovery of unauthorized use or disclosure of Confidential Information or any breach of this Agreement, and shall cooperate with BOMA/BOMI in every reasonable way to assist BOMA/BOMI in mitigating the consequences of such use or disclosure and preventing further unauthorized use or disclosure. If a third party brings an action against BOMA/BOMI arising out of Attendee’s breach of this Agreement, BOMA/BOMI, at its sole discretion, may settle or defend the claim, and Attendee shall pay all settlements, costs, damages and legal fees and expenses arising out of such settlement or defense.

4. Attendee agrees that money damages will not be a sufficient remedy for any breach of this Agreement by him and that in addition to all other remedies which may be available, BOMA/BOMI will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach. All remedies available to BOMA/BOMI for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

5. In the event of any litigation between the Parties in connection with this Agreement, including the seeking of injunctive relief, if BOMA/BOMI is the successful party, Attendee shall pay to BOMA/BOMI therein all costs and expenses, including but not limited to actual attorneys’ fees incurred therein by BOMA/BOMI, which costs, expenses and attorneys’ fees shall be included as a

part of any judgment rendered in such action in addition to any other relief to which BOMA/BOMI may be entitled. Should BOMA/BOMI not be a successful party, the Parties will each bear their own attorneys' fees and expenses.

6. Attendee acknowledges that all Test documents, materials, drawings, and other physical media of expression incorporating or containing any Confidential Information that BOMA/BOMI furnishes to Attendee, or that Attendee prepares during the Testing Period, are BOMA/BOMI's property and will be promptly surrendered to BOMA/BOMI upon the completion of the Testing Period. After the completion of the Testing Period, Attendee will make no further use of any of the Confidential Information. The foregoing will apply regardless of whether Attendee completes the Test.

7. Attendee understands that BOMA/BOMI makes no representations or warranties as to the accuracy or completeness of any Confidential Information disclosed, and Attendee agrees that neither BOMA/BOMI nor any of its officers, directors, Attendees, agents, members or attorneys will have any liability to Attendee arising from Attendee's use of the Confidential Information.

8. To the fullest extent permitted by law, all the covenants and agreements contained in this Agreement will survive indefinitely. Attendee also understands that the obligation not to use or disclose Confidential Information shall survive the completion of Testing Period, for so long as the information remains Confidential Information. Attendee further understands that this Agreement extends to, and shall be binding upon, his heirs, successors, and assigns.

9. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said agreement.

10. This Agreement will be governed by and construed according to the laws of the State of Maryland (excluding the choice of laws rules thereof). Attendee hereby consents to the jurisdiction of the courts of the State of Maryland. Any suit brought hereon must be brought in the state or federal courts sitting in the State of Maryland, the parties hereto hereby waive any claim or defense that such forum is not convenient or proper.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Attendee

\_\_\_\_\_  
Signature of Attendee