



NATSO Confidentiality And Conflict of Interest Disclosure Form

Board Member _____ (“you” or “your”)

Confidentiality

As a member of the NATSO Board of Directors, you recognize that you owe a fiduciary duty of care to NATSO. This includes a duty of confidentiality. In connection with your Board service, you may be given or have access to confidential information of NATSO or third parties. Confidential information is all information that NATSO considers to be confidential or proprietary information of NATSO or third party sources. Confidential information may include, but is not limited to, information regarding the association, operations, programs, activities, policies, procedures, practices, financial condition, trade secrets and standards of NATSO, its members or third parties. Confidential information may also include, but is not limited to, unpublished or pre-release versions of NATSO standards, white papers, and other documents or information, or internal use only or limited circulation documents and information. You covenant and agree that you will not disclose or permit to be disclosed any confidential information, unless such disclosure is required by law, and that you will not appropriate, photocopy, reproduce or in any fashion replicate or allow to be appropriated, photocopied, reproduced, or in any fashion replicated any confidential information without the prior written consent of NATSO. You agree to use reasonable efforts to maintain the confidentiality of confidential information. You also agree not to use any confidential information for your own benefit or that of your employer unless authorized in advance in writing by NATSO. Confidential information shall not include information that you rightfully obtain from a third party without comparable restrictions on disclosure or use. You agree that any disclosure of confidential information in violation of this agreement shall cause immediate and substantial damage to NATSO, its business and property and if you engage in any act that violates these provisions, NATSO shall be entitled to an injunction prohibiting you from engaging in such act in addition to such other remedies as may be available. The rights and responsibilities of this paragraph shall survive indefinitely following termination of your service on the Board of Directors; provided that you shall not be obligated to maintain the confidentiality of information which has become part of the public domain through no fault of yours.

Conflict of Interest

The NATSO Board of Directors must act at all times in the best interest of NATSO and not for personal or third-party gain or financial enrichment. When encountering potential conflicts of interest, Board members shall identify the potential conflict and, as required, remove themselves from all discussion and voting on the matter. Specifically, members of the NATSO Board of Directors shall:

- Avoid placing (and avoid the appearance of placing) one’s own self-interest or any third-party interest above that of NATSO; while the receipt of incidental third-party benefit may necessarily flow from certain NATSO activities, such benefit must be merely incidental to the primary benefit to NATSO and its purposes;

- Not engage in any outside business, professional or other activities that would directly or indirectly materially adverse NATSO;
- Not solicit or accept gifts, gratuities, free trips, honoraria, personal property or other items of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to NATSO without fully disclosing such items to the Board of Directors;
- Provide goods or services to NATSO as a paid vendor to NATSO only after full disclosure to, and advance approval by, the Board, and pursuant to any related procedures adopted by the Board;
- Not persuade or attempt to persuade any member, supplier, contractor or any other person or entity with an actual or potential relationship to or with NATSO to terminate, curtail or not enter into its relationship to or with NATSO, or in any way reduce the monetary or other benefits to NATSO of such relationship.

Conflict of Interest

To help avoid any conflicts of interest, on this form you are disclosing ownership or other proprietary interests, responsibilities, circumstances or reasons why you might have an actual, apparent or potential conflict of interest with your duty to NATSO, both respect to the conflicts prohibited above and any others. You hereby invite further review by NATSO of any aspects of these circumstances that might be considered appropriate. In addition, you agree to take other steps, such as avoiding deliberation and resolution of certain issues, if it is determined that such steps are necessary to protect the integrity of the Board of Directors and avoid the breach of your fiduciary obligation to NATSO. Finally, during such time as you continue to serve on the Board of Directors, you agree to notify NATSO’s President and CEO promptly in writing if and when you determine that any additional actual, apparent or potential conflicts of interest with your duty to NATSO arise subsequent to the execution of this form. Please check and/or complete the appropriate section below:

_____ Actual, apparent or potential conflicts:

_____ There are no actual, apparent or potential conflicts.

* * * *

You and your employer acknowledge and agree that your selection for service on the NATSO Board of Directors and the opportunities made available to you by serving on the Board constitute good and valuable consideration for entering into this agreement, the receipt and sufficiency of which you hereby acknowledge.

Signature _____ Date _____