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## COLONIAL PURCHASING CO-OP, LLC NEW MEMBER AGREEMENT

<b>MEMBER CONTACT INFORMATION</b>			
Name and Title:			
Company Name (please include LLC, limited partnership, so on):			
EIN:			
Entity Type (Corporation, S Corporation or Partnership):			
Phone:	Mobile:	Fax:	
Email:			
Company Registered Address:			
City:	State:	Country:	Zip:

<b>MEMBERSHIP QUALIFICATIONS</b>
Each new member is required to (i) be a validly organized and legally authorized business; (ii) be located and managed as an independent business in North America; (iii) be able to obtain credit from vendors; and (iv) follow good business practices and practice good business ethics.

<b>JOINDER</b>
1. Applicant will be admitted as a member upon (i) membership qualifications being met and Colonial board approval (ii) payment of the initial membership fee to Colonial and (iii) execution of this joinder to the agreement by the applicant in a form approved by the board.
2. Membership Interests cannot be transferred and Colonial will not recognize, for any purpose, any purported transfer of all part of a Membership Interest.
3. Initial Membership Fee is \$5,000.00 for polycarbonate buying members and \$750 for non-polycarbonate buying members. Upon receipt, a copy of the main agreement will be sent to you via email.
4. Annual Membership dues are required to be paid on January 1 of each year following Applicant's becoming a member, based on tier PC levels.
5. By submitting this application, if you are accepted as a member, you authorize the Colonial Purchasing Co-Op, LLC to negotiate volume-purchasing discounts from vendors on behalf of the Members and to engage in any activities permitted under Delaware law.

<b>SIGNATURE</b>
Signature:
Print name and title:
Date:

**MEMBER CONFIDENTIALITY  
AGREEMENT**



THIS CONFIDENTIALITY AGREEMENT (this "Agreement") of COLONIAL PURCHASING CO-OP, LLC (the "Co-op") dated as of \_\_\_\_\_, 20\_\_ is entered into by

\_\_\_\_\_.

As a member of the Colonial Purchasing Co-op, you have access and are privy to certain information concerning the business of other Co-op member companies.

As a condition of membership, you agree that any and all information which the Co-op and its member companies furnish to you or representatives of your company or which you or representatives of your company obtain through this membership will be kept confidential.

You agree that the information will not be used by you, your employees, affiliates, or your representatives (collectively, your "representatives") in any way detrimental to the Co-op and its member companies. The information will be treated as belonging to the Co-op and its member companies, and shall not, without our prior written consent, be disclosed in any manner, in whole or in part, to anyone who is not one of your affiliates or representatives and does not have a need to know. The information shall not be used other than for the purpose in which the Co-op and its member companies have intended.

You agree that you will not, and your representatives will not, disclose to anyone who is not a direct participant in the Co-op, either the fact that negotiations are taking place or any of the terms, conditions, or other facts with respect to a possible transaction.

If your membership with the Co-op is terminated for any reason, you agree to forfeit all rights under the Limited Liability Company Agreement of Colonial Purchasing Co-op, LLC and the New Member Agreement.

No failure or delay by the Co-op in exercising any right, in whole or in part shall operate as a waiver of any other right. This Agreement shall be governed by the internal laws of the State of Delaware.

If you are in agreement with this, please sign and return on copy to the Co-op. It will then constitute the Agreement with respect to its subject matter.

AGREED: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title