

THIS AGREEMENT IS MADE ON THE DATE THAT THE BANT MEMBER COMPLETED THE ONLINE REGISTRATION TO VOLUNTEER FOR BANT

BETWEEN:

(1) The BANT Member as per above

and

(2) British Association for Applied Nutrition and Nutritional Therapy (BANT)

OPERATIVE PROVISIONS

1. In this Agreement:

“Confidential Information”

(a) means any information relating to the analysis, operations, processes, product information, know-how, designs, and implementation presented to the people listed in number (1) (Receiving Party) by BANT (Disclosing Party) directly or indirectly, in any medium or format, whether or not identified as confidential;

(b) means any information relating to business operations, processes, plans, intentions, product information, know-how, and member details disclosed to the people listed in number (1) (Receiving Party) from BANT (Disclosing Party) directly or indirectly, in any medium or format, whether or not identified as confidential;

“Disclosing Party” means either Party to this Agreement which discloses Confidential Information to the other;

“Negotiations” means the negotiations and discussions between the Parties in relation to the Purpose and any transactions contemplated by or connected with the Purpose;

“Party” means either party to this Agreement and is limited to the people listed in number (1) on the one hand, and BANT on the other hand.

“Purpose” means the discussions between parties in connection with a proposed transaction or association between the parties relating to BANT project and processes, and any employment, participation or involvement of either party in the business of the other.

“Receiving Party” means either Party to this Agreement which receives Confidential Information from the other.

2. In consideration of the disclosure to it of Confidential Information, the Receiving Party will:

2.1. treat the Confidential Information as being strictly confidential;

- 2.2. not disclose or use or allow any third party to disclose or use the Confidential Information without the prior written consent of the Disclosing Party or as expressly permitted by this Agreement;
 - 2.3. disclose the Confidential Information only to the Receiving Party's professional advisers and only in connection with and to the extent necessary for the Purpose;
 - 2.4. use the Confidential Information only in connection with and to the extent necessary for the Purpose;
 - 2.5. not make any copies of, nor in other way duplicate, any Confidential Information except to the extent strictly necessary for the Purpose; and
 - 2.6. on termination or cessation of the Negotiations or employment, participation or involvement of either party in the business of the other, for any reason or at any other time at the request of the Disclosing Party, immediately cease to use the Confidential Information and forthwith return to the Disclosing Party all the Confidential Information in all mediums and formats, together with all copies of any Confidential Information and all analyses, studies or interpretations incorporating any Confidential Information, which are in the possession and/or control of the Receiving Party.
3. The restrictions in Clause 2 shall not apply to any information to the extent that such information:
 - 3.1. is or becomes available to the public unless this occurs as a result of breach by the Receiving Party or any of the Receiving Party's professional advisers of this or any other confidentiality undertaking;
 - 3.2. is already in the possession of the Receiving Party and not subject to any obligation of confidence;
 - 3.3. is received by the Receiving Party from a third party without any restriction known to the Receiving Party, after reasonable enquiry, for the benefit of the Disclosing Party; or
 - 3.4. is independently developed by the Receiving Party without access to, or knowledge of, the Confidential Information.
 4. If the Receiving Party is in receipt of a request compelling disclosure of the Confidential Information from any court, tribunal, government department or agency or other official body with competent jurisdiction it shall before disclosing such Confidential Information:
 - 4.1. promptly notify the Disclosing Party, to the extent that it is permitted to do so, of the request for disclosure, giving details of the request and the Confidential Information covered by the request;
 - 4.2. if requested by the Disclosing Party, co-operate with and assist the Disclosing Party to the extent permitted by law, at the Disclosing Party's

reasonable expense, in seeking a protective order or other similar assurance in respect of the confidentiality of the information required to be disclosed; and

- 4.3. to the extent that such Confidential Information is required to be disclosed, disclose only that portion of the Confidential Information which is legally required to be disclosed subject always to exercising reasonable efforts to preserve the confidentiality of the Confidential Information.
5. This agreement may be terminated by either Party on notice to the other Party on cessation or termination for any reason of the Negotiations or the participation or employment of one party in the business of the other. Notwithstanding the foregoing, the undertakings of confidentiality contained in this Agreement shall remain in full force and effect
 - 5.1. unless this Agreement is replaced by a definitive agreement between the parties expressly referring to this Agreement, or
 - 5.2. until such time as the Confidential Information is in the public domain through no fault of the Receiving Party or any of the Receiving Party's Professional Advisors.
 - 5.3. 3 years after the date of this Agreementwhichever event first occurs.
6. The Disclosing Party makes no express or implied warranty or representation as to the accuracy or completeness of the Confidential Information and expressly disclaims any and all liability that may be based upon the Confidential Information, and any errors or omissions contained in it.
7. A variation of this Agreement is valid only if it is in writing and signed on behalf of each Party.
8. Each Party represents and warrants to the other that:
 - 8.1. it has full power and authority to enter into this Agreement, and do all things necessary in the performance of this Agreement;
 - 8.2. this Agreement has been duly authorised by such Party for execution; and
 - 8.3. this Agreement when executed will become the legal, valid and binding obligation of that Party, enforceable against it in accordance with its terms and conditions, except as enforceability may be limited by bankruptcy, insolvency, re-organisations or other similar laws relating to the rights of creditors generally.
9. Any failure by either Party in exercising its rights, powers, or privileges under this Agreement shall not act as a waiver, nor shall any single or partial exercise preclude any further exercise of a right, power, or privilege by that Party.

10. Nothing in this Agreement shall grant to or confer on either Party as Receiving Party any rights by licence or otherwise in any of the Confidential Information except as expressly set out in this Agreement.
11. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations under it, to any third party and any such unauthorised assignment or other transfer shall be deemed null and void.
12. During the term of this Agreement and for 1 year thereafter, the Receiving Party may not be involved in negotiations or discussions with third parties in connection with possible transactions which are the same as or similar to the Negotiations or the Purpose.
13. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect and the Parties will negotiate in good faith to substitute a provision of like effect and intent to that deemed to be unenforceable.