

NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

1 I _____, (name) understand that while attending an ACA(UK) meeting, I may become aware of certain information regarding other attendees or their employers (current and past), which may be considered confidential. Therefore, as a condition of my being able to attend or have access to this ACA(UK) meeting, I agree to the following:

2. During the time I am present at a ACA(UK) meeting, and as a result thereof, I may obtain knowledge of certain facts, information, details, particulars and other circumstances both personal and otherwise, with regard to another attendee or pertaining to their employer including their employer's company, practice, business dealings, friends, relationship, acquaintances, financial, medical, domestic, social relationships and other aspects of their employer's life, all of which hereinafter will be collectively referred to as the "Confidential Information"

3. I agree that under no circumstances, now or any time in the future, will I reveal, disclose or otherwise divulge any Confidential Information to any person (including my employer), firm, corporation, publication, media, or other entity for any reason whatsoever without, in each instance, the prior written consent by the ACA(UK) President or Director of Legal Affairs. The foregoing shall include, without limitation, providing Confidential Information for magazine articles, newspaper articles, books and television stories, whether such are authored by myself alone or in concert with others or are authored entirely by others.

4. If I receive any request from the Media/Press or any request for information from any third party, which is not in the normal course of business I will immediately refer the matter to the ACA(UK) President

5. I recognize that by reason of my position, third parties including the media may assume that any incorrect information I may disclose could be assumed to be true and may be repeated or published and that this may be harmful to the concerned parties/ACA(UK) and/or may require me to disclose confidential information in order to correct a false perception of the concerned parties/UKACA. Accordingly I agree that the obligations herein relating to confidential information apply equally to the disclosure of information which is not true. Furthermore, I agree not to disclose any information as described herein to any third party and in particular I agree not to make any comments, statements or observations to the media and to inform immediately the concerned parties/ACA(UK) of any statements or enquiries by third parties concerning the ACA(UK) or any of the persons referred to in paragraph 2 above.

6. I understand that in the event that I do reveal, disclose or otherwise divulge any Confidential Information, without prior written consent, in addition to any other remedy ACA(UK) may have, I agree to remit to UKACA, immediately upon demand, all such consideration which I have derived from disclosing or otherwise divulging such Confidential Information.

7. I further understand that if I reveal or divulge Confidential Information, such acts shall cause the concerned parties irreparable harm, entitling ACA(UK) and/or the concerned parties to obtain an injunction restraining the continued or further breach of this Agreement, as well as monetary damages which ACA(UK) or the concerned parties may sustain by reason of such breach.

8. I further agree and acknowledge that it would be difficult to compensate the concerned parties/ACA(UK) for the damage and distress resulting from any breach or threat of breach of my undertakings and agreements hereunder and that damages would not normally be an adequate remedy for breach of this agreement and as a result I hereby agree unconditionally to waive any rights I may have to oppose the granting of equitable or injunctive relief sought by the concerned parties/ACA(UK) or any person in the categories mentioned in paragraph 2 above in any country

of the world in relation to any breach or suspected breach of the agreements and undertakings contained herein whether in addition or as an alternative to any monetary claim the concerned parties/ACA(UK) may have against me.

6. If any provision of this agreement is prohibited or unenforceable in any jurisdiction in relation to me or the concerned parties/ACA(UK) the prohibition or unenforceability will not invalidate the remaining provisions or affect the validity or unenforceability of the provision in relation to any other party or in any other jurisdiction.

7. This Agreement shall be construed according with the laws of England and I agree to submit to the non-exclusive jurisdiction of the English Courts.

8. I agree to and abide by the rules governing ACA(UK) as established by their Rules and Regulations and as specified in the “Terms & Conditions of Membership”

ACCEPTED AND AGREED TO:

(SIGN YOUR FULL NAME)

(DATE)

PRINT NAME

IN THE PRESENCE OF

.....

NAME:
ADDRESS:
OCCUPATION