

NON DISCLOSURE AGREEMENT

AGREEMENT between American Clinical Board of Nutrition (ACBN) and
_____ **with an office at**

(name)

_____, **which is entered for the purpose**
(address)

of setting forth the basis under which each party will furnish and or disclose to the other party certain data, which may include sensitive, confidential member information, documentation and other technical, business and marketing information, in written, oral, graphic, electronic or other tangible form or through site surveys or visits, including but not limited to, each individual's specialty networks, licensing/service agreements, technological and trade secrets connected thereto (collectively, the "information").

_____ **agrees as follows:**

(name)

1. NON-DISCLOSURE

- a) The information shall be deemed the exclusive property of the furnishing party. The information and all copies thereof shall be returned to the furnishing party upon the furnishing party's request. The receiving party will not use the information for any purpose other than in accordance with the terms of this Agreement.**
- b) The receiving party shall use the same degree of care as it uses with its own propriety information to protect and maintain the confidentiality of the information of the furnishing party. The receiving party understands that he/she may review sensitive member information and trade secrets, and agrees to maintain confidentiality of all information.**
- c) The receiving party agrees it will not allow any of its employees, agents, representatives, affiliates or any other person(s) to disclose or use any of the information of the furnishing party, except in accordance with the terms of the Agreement.**
- d) If the receiving party or any of its employees, agents, representatives, affiliates or any other person(s) shall attempt to use or dispose of any of the information of the furnishing party in a manner contrary to the terms of this Agreement, the furnishing party shall have the right, in addition to such other remedies, which may be available to it, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.**
- e) The information is being furnished and/or disclosed for the sole purpose of examining the feasibility of a contract or a business relationship between the individual(s) identified above and the information is not to be disseminated by the receiving party to any other individual or entity and is not to be used by the**

receiving party for any other purpose

- f) All information shall be destroyed or returned to the furnishing party whenever any of the Parties so request in writing or upon termination of this Agreement for any reason. Any Party who disclosed information to another party or entity (e.g., employees, representatives, affiliates or independent contractors) must assure that all such parties or entities return or destroy said information. If any of the Parties so requests in written or upon the termination of this Agreement for any reason.**
- g) The Parties are aware of and understand Member Confidentiality as referred to in Section 264 of the Health Insurance Profitability and Accountability Act of 1996 (HIPPA). All member information is considered highly sensitive and may not be disseminated.**
- h) ACBN Executive Board members, employees, subject-matter experts (SMEs), and all those with access to confidential exam information are prohibited from developing or delivering examination preparation products and are not eligible to take the examination during their tenure and for a period of two years following the end of their access to examination content.**

2. NOTICES

In all notices, requests, consents, demands and other communications provided for by this Agreement shall be in writing and shall (unless otherwise specifically provided herein) be deemed given when mailed first class mail at any general or branch post office enclosed in a registered or certified postpaid envelope, addressed to the address of the parties set forth above, or to such changed addresses as such parties may have fixed by notice, provided, however that any notice of change in address shall be effective only upon receipt.

3. NON-CIRCUMVENTION

This Agreement prohibits one or all parties from independently contacting or contracting with individuals and/or corporations that were identified by either of the parties involved in this Agreement during the course of discussions, negotiations or the exchange of information.

4. MISCELLANEOUS

- a) This Agreement may not be changed, modified or amended except by writing and signed by the party changed, and this Agreement may not be discharged except by performance in accordance with its terms.**
- b) This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all other prior discussions, agreements and understandings of any kind and every nature between them.**

c) **The individuals executing this Agreement and on behalf of**

_____ do each hereby represent
(name)

and warrant that they respectively have been and are on the date of this agreement duly authorized by all necessary appropriate corporate action to executive this Agreement on behalf of their respective principals.

d) **Either Party may terminate the obligation to provide or exchange business, technical, marketing or other information pursuant to this Agreement for any reason upon thirty (30) days prior notice to the other Party. The provisions of Section 1 shall survive termination of this Agreement and shall remain in full force and effect.**

IN WITNESS WHEREOF, the Parties hereto caused this Agreement to be executed as of the dates set forth below.

By _____
(Signature)

By _____
(Signature)

Name: _____

Name: **Dr. Elicia Rosen-Fox**

Title _____

Title: **President** .

Date _____

Date: