

CONFIDENTIALITY AGREEMENT

This agreement is dated: From the date you accept your volunteering position

And is made between: Badminton England, National Badminton Centre, Bradwell Road,
Loughton, Milton Keynes, Bucks, MK8 9LA

and

The volunteer

It is hereby agreed as follows:

Definitions:

1. In this Agreement:

“Confidential Information” means all trade secrets and information in whatever form relating to the Badminton England or any Associated Company or its or their businesses and its or their past, current or prospective sponsors, suppliers, clients or customers, which shall include (without limitation):

- a. Processes or methods used or used to be by any of those businesses;
- b. Any information concerning the business, accounts or finances of any of those businesses;
- c. Any computer systems, software or know-how used in any of those businesses;
- d. Business development plans, marketing or promotional plans and future products ideas of any of those businesses;
- e. Information on business strategy, research and development, resourcing plans and market opportunities of any of those businesses;
- f. Any confidential report or research commissioned by any of those businesses in connection with the business or affairs of any of those businesses;
- g. Any intellectual property rights relating to any of those businesses and
- h. Lists and details of current or prospective sponsors, suppliers, clients or customers or Badminton England or any Associated Company

“Associated Company” means any undertaking (other than Badminton England) which from time to time is Badminton England’s subsidiary or its ultimate holding company or is a subsidiary of Badminton England’s ultimate holding company, and “subsidiary” and “holding company” shall have the meanings attributed to them by the Companies Act 2006, as amended, modified, consolidate, re-enacted or replaced from time to time, and ultimate holding company shall mean a holding company which is not a subsidiary.

Obligation of Confidentiality

2. The Volunteer agrees to treat as confidential all Confidential Information acquired through the Volunteer’s dealings with Badminton England.
3. The Volunteer shall not without the prior written consent of Badminton England (except in the proper performance of his duties for Badminton England or as authorised or required by law) either during his engagement with Badminton England or at any time after termination of the

engagement use, make or use copies of, allow to pass outside of his or her control, exploit or disclose to any person, company or organisations any confidential Information.

4. All Confidential Information and any and all copies of Confidential Information shall be and remain at all times the property of Badminton England. On expiry of the Volunteer Agreement, or at the request of Badminton England, the Volunteer shall deliver up all Confidential Information and any copies, and delete irretrievably any Confidential Information stored in any electronic or intangible form.

Exclusions

5. The provisions of this confidentiality agreement shall not apply to, and shall cease to apply to, any information already in the public domain or any information which comes into the public domain other than by reason of the Volunteer's default.
6. Nothing in this agreement shall prevent any Volunteer from making a protected disclosure in accordance with Section 43A of the Employment Rights Act 1996, under Badminton England's Whistleblowing Procedure, where applicable.