



### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as the "Member") and **QUANTUM PHARMACY ALLIANCE** (together with its subsidiaries and affiliates, individually and collectively hereinafter referred to as "QPA"). Member and QPA are sometimes referred to herein individually as the "party" and collectively as the "parties."

#### RECITALS:

A. Member and QPA have entered (or are preparing to enter) into discussions for the purposes of evaluating potential membership in the Quantum Pharmacy Alliance.

B. QPA has provided to "member" information that is proprietary in nature and confidential, including, without limitation, (i) certain contractual, operational and strategic data relevant to certain aspects of the business of QPA, including any information that may be developed from any of the foregoing; (ii) the costs, sources of supply and strategic plans of QPA; (iv) the people and organizations with whom QPA has business relationships (with regard to each party respectively, the "Confidential Information").

C. The Confidential Information is of such a sensitive nature that to reveal the Confidential Information to unauthorized third parties or use the Confidential Information in any way, without authorization, could result in substantial financial and/or other detriments that could not be completely compensated monetarily.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Member shall not disclose to any other person (other than such party's necessary affiliates, officers, directors, employees, consultants, attorneys, accountants and agents in connection with the evaluation of the proposed membership), either directly or indirectly, or use in any way without prior express written authorization from QPA (i) any aspect of such Confidential Information, except for the use of the Confidential Information by member in connection with the evaluation of proposed membership; and/or (ii) except as permitted in subsection (i) above, the fact that any discussions are taking place (to the extent that any discussions ultimately do take place, if at all) between the parties regarding the proposed membership. Notwithstanding any other provision of this Agreement to the contrary, this provision shall survive any termination of this Agreement.

2. The Confidential Information (i) is proprietary information to and of QPA; (ii) shall be returned to QPA promptly upon written request to do so; and (iii) is given to member solely to enable the member to evaluate such Confidential Information for the purposes described herein.

3. Each party shall continue to own all of its own Confidential Information disclosed pursuant to this Agreement and nothing herein shall be deemed to grant any other party any right to license, sublicense or otherwise exploit the Confidential Information except pursuant to a written agreement executed by the parties.

4. Notwithstanding any other provision herein to the contrary, the following will not constitute Confidential Information, and/or any other information that is subject to the terms of this Agreement: (i) information which is in the public domain as of the Effective Date or which subsequently enters the public domain (through no breach of this Agreement by a party); (ii) information which was rightfully in the possession of member prior to the Effective Date; (iii) information which is obtained by member from a person not bound by this Agreement who, to the best knowledge of such party, is not prohibited from transmitting the information to such party by a contractual, legal or fiduciary obligation; and (iv) information developed independently by member, without reference to the Confidential Information.

5. During the term of this Agreement, member agrees not to use any of the Confidential Information for negotiating purposes with the companies with whom QPA has contracts. Member will not disclose, either directly or indirectly, to any party any pricing terms described in the QPA contracts.



6. This Agreement (i) shall remain in effect until two (2) years from the Effective Date of this agreement; (ii) shall not be assignable by any party without the prior express written consent of the other parties; (iii) shall be binding upon and inure to the benefit of the parties, their successors and assigns; (iv) may be modified or changed only by a prior written agreement signed by all of the parties hereto; and (v) shall be construed and interpreted according to the laws of the State of Texas (without regard to conflict of laws), and venue for any action relating hereto shall be had only in Texas.

7. In addition to money damages, if any, if a party has reason to believe that any aspect of the Confidential Information of such party is to be, or has been, disclosed or used without such party's express prior approval, then such party shall be entitled to seek (without the requirement of posting bond) a temporary restraining order, temporary injunction and/or permanent injunction against member preventing the disclosure of QPA's Confidential Information.

8. In the event that any provision of this Agreement shall, for any reason, be declared illegal, invalid or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions and it is the intent of the parties that the replacement for, or modification of, any provision declared to be illegal, invalid or unenforceable be interpreted so as to follow the original as closely as possible.

9. Notwithstanding any provision herein to the contrary, nothing herein shall constitute an obligation or commitment by any party to consummate a business arrangement between the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the date set forth above.

**MEMBER:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**QPA:**

Quantum Pharmacy Alliance

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_