



NORTHEAST PHARMACY SERVICE CORPORATION (NPSC) **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is made and entered into as of _____ (the "**Effective Date**"), by and between Northeast Pharmacy Service Corporation, a Massachusetts corporation with its principal place of business at 1661 Worcester Road, Suite 405, Framingham, MA 01701 ("**NPSC**"), and _____, a _____ with its principal place of business at _____ ("**Pharmacy**").

NPSC and Pharmacy are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, NPSC provides consulting services, proprietary systems, tools, methodologies, and intellectual property to participating pharmacies; and

WHEREAS, in connection with Pharmacy's participation in NPSC programs, NPSC will disclose confidential and proprietary information to Pharmacy; and

WHEREAS, the Parties desire to protect the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 — DEFINITIONS

I. Confidential Information. "Confidential Information" means all confidential, proprietary, or non-public information disclosed by NPSC to Pharmacy, whether orally, in writing, electronically, or in any other form, including but not limited to:

- a. Intellectual property, know-how, trade secrets, proprietary methodologies, business methods, processes, procedures, techniques, formulas, algorithms, and data;
- b. Consulting services, analyses, recommendations, reports, operational assessments, strategic plans, and advisory work product;
- c. Tools, templates, forms, software, systems, applications, databases, and technology;
- d. Training materials, manuals, guides, documentation, and educational content;
- e. Business information, including customer lists, supplier information, pricing strategies, marketing plans, financial data, and business strategies;
- f. Pharmacy network information, operational data, performance metrics, benchmarking data, and best practices;
- g. Information concerning NPSC's services, programs, research, development, and future plans;



- h. Any derivatives, modifications, enhancements, or improvements to any of the foregoing created by or for Pharmacy; and
- i. Any information identified or marked as confidential by NPSC or that a reasonable person would understand to be confidential.

II. Purpose. "Purpose" means Pharmacy's use of the Confidential Information solely to participate in NPSC programs, implement NPSC recommendations, and improve Pharmacy's operations in accordance with NPSC guidance.

Article 2 — CONFIDENTIALITY OBLIGATIONS

I. Nondisclosure. Pharmacy shall hold all Confidential Information in strict confidence and shall not disclose, publish, or reveal any Confidential Information to any third party without the prior written consent of NPSC.

II. Use Restrictions. Pharmacy shall use the Confidential Information solely for the Purpose and for no other purpose. Pharmacy shall not use the Confidential Information for its own benefit (except as contemplated by the Purpose) or for the benefit of any third party.

III. Standard of Care. Pharmacy shall protect the Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

IV. Authorized Representatives. Pharmacy may disclose Confidential Information only to its employees, officers, directors, agents, and professional advisors who (a) have a legitimate need to know the Confidential Information for the Purpose, (b) have been informed of the confidential nature of the Confidential Information and the restrictions in this Agreement, and (c) are bound by written confidentiality obligations no less restrictive than those in this Agreement or are subject to professional ethical obligations of confidentiality. Pharmacy shall be fully responsible for any breach of this Agreement by any of its representatives.

V. Restrictions on Use. Pharmacy shall not copy, reproduce, modify, adapt, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or structure of any Confidential Information, except as expressly permitted in writing by NPSC or as necessary for the Purpose. Pharmacy shall not remove, alter, or obscure any confidentiality notices, proprietary legends, copyright notices, trademark notices, or other proprietary designations on or in any Confidential Information.

Article 3 — OWNERSHIP AND INTELLECTUAL PROPERTY

I. Ownership. All Confidential Information, and all intellectual property rights therein, shall remain the sole and exclusive property of NPSC. Pharmacy acknowledges that nothing in this Agreement grants Pharmacy any right, title, or interest in or to any Confidential Information, except the limited right to use such information solely for the Purpose. No license or right under any patent, copyright, trademark, trade secret, or other intellectual property right is granted to Pharmacy by this Agreement, whether by implication, estoppel, or otherwise.



II. Feedback and Derivative Works. If Pharmacy provides any feedback, suggestions, comments, or ideas to NPSC concerning the Confidential Information or NPSC's services, or if Pharmacy creates any derivative works, modifications, enhancements, or improvements based on the Confidential Information, all such feedback and derivative works shall be the sole and exclusive property of NPSC. Pharmacy hereby irrevocably assigns to NPSC all right, title, and interest in and to any such feedback and derivative works, including all intellectual property rights therein.

Article 4 — EXCLUSIONS AND COMPELLED DISCLOSURE

I. Exceptions. The obligations in Article 2 shall not apply to any information that Pharmacy can demonstrate by competent written evidence:

- a. Was in the public domain at the time of disclosure by NPSC or thereafter entered the public domain through no breach of this Agreement by Pharmacy;
- b. Was rightfully known to Pharmacy on a non-confidential basis prior to disclosure by NPSC, as evidenced by Pharmacy's written records predating such disclosure;
- c. Was independently developed by Pharmacy without use of or reference to the Confidential Information, as evidenced by competent written documentation;
- d. Was rightfully received by Pharmacy from a third party without breach of any confidentiality obligation and without restriction on disclosure; or
- e. Was approved for release by prior written authorization of NPSC.

The burden of proving that any information falls within one of the foregoing exceptions shall rest solely with Pharmacy.

II. Compelled Disclosure. If Pharmacy is required by law, regulation, court order, subpoena, or other legal process to disclose any Confidential Information, Pharmacy shall (a) promptly notify NPSC in writing of such requirement prior to making any disclosure, to the extent legally permissible, (b) cooperate with NPSC, at NPSC's sole expense, in any effort by NPSC to seek a protective order or other remedy to prevent or limit such disclosure, (c) disclose only that portion of the Confidential Information that Pharmacy is legally required to disclose, and (d) use reasonable efforts to obtain confidential treatment and protective orders for any Confidential Information so disclosed.

Article 5 — RETURN AND DESTRUCTION

I. Return or Destruction. Upon the earlier of (a) NPSC's written request, (b) termination of this Agreement, or (c) completion of the Purpose, Pharmacy shall, at NPSC's option and within ten (10) business days, either (i) return to NPSC all Confidential Information in Pharmacy's possession or control, including all copies, reproductions, summaries, analyses, and extracts thereof, in



whatever form or medium, or (ii) destroy all such Confidential Information and certify such destruction in writing to NPSC, signed by an authorized officer of Pharmacy.

II. Electronic Deletion. Pharmacy shall also permanently delete all electronic copies of Confidential Information from all computer systems, servers, backup systems, cloud storage, and other electronic storage media under Pharmacy's possession or control and shall certify such deletion in writing to NPSC.

III. Retained Copies. Notwithstanding the foregoing, Pharmacy may retain one archival copy of the Confidential Information solely to the extent required by applicable law or regulation or by Pharmacy's bona fide document retention policies, provided that any such retained copy shall remain subject to all confidentiality obligations under this Agreement indefinitely.

Article 6 — TERM AND TERMINATION

I. Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either Party upon thirty (30) days' prior written notice to the other Party, or until terminated immediately by NPSC upon written notice in the event of any breach by Pharmacy.

II. Survival. The obligations under Articles 2, 3, 4, 5, 7, and 8 shall survive termination or expiration of this Agreement and shall continue for a period of five (5) years from the date of termination or expiration, except that obligations with respect to information constituting trade secrets under applicable law shall survive indefinitely for so long as such information retains trade secret protection.

Article 7 — REMEDIES

I. Acknowledgment of Harm. Pharmacy acknowledges that the Confidential Information is valuable and unique, and that disclosure or misuse of the Confidential Information would cause irreparable harm to NPSC for which monetary damages would be an inadequate remedy.

II. Injunctive Relief. In the event of any actual or threatened breach of this Agreement by Pharmacy, NPSC shall be entitled to seek injunctive relief, specific performance, and other equitable remedies without the necessity of proving actual damages or posting a bond, in addition to all other remedies available at law or in equity.

III. Attorneys' Fees. In any action or proceeding to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing Party.

Article 8 — MISCELLANEOUS

I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements,



understandings, and discussions, whether oral or written. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

II. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the intent of the Parties. If such modification is not possible, the invalid provision shall be severed, and the remaining provisions shall continue in full force and effect.

III. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

IV. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Middlesex County, Massachusetts, for any action or proceeding arising out of or relating to this Agreement. Each Party waives any objection to venue in such courts and any claim that such courts are an inconvenient forum.

V. Assignment. Pharmacy may not assign, transfer, delegate, or otherwise dispose of this Agreement or any of its rights or obligations hereunder without the prior written consent of NPSC. Any purported assignment in violation of this Section shall be null and void. NPSC may assign this Agreement without Pharmacy's consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

VI. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered personally to the recipient, (b) when sent by confirmed electronic mail or facsimile transmission, (c) one (1) business day after being sent by reputable overnight courier service, or (d) three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid. Such communications shall be sent to the addresses set forth in the introductory paragraph of this Agreement or to such other address as either Party may designate by notice given in accordance with this Section.

VII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by facsimile transmission or by electronic mail in portable document format (.pdf) shall be as effective as delivery of a manually executed original counterpart.

VIII. Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.

IX. Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be reasonably necessary or appropriate to effectuate and carry out all of the terms and conditions of this Agreement.



SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Confidentiality and Non-Disclosure Agreement as of the date first written above.

NORTHEAST PHARMACY SERVICE CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

PHARMACY NAME

By: _____

Name: _____

Title: _____

Date: _____