

VillageMD® **Nondisclosure Agreement**

VillageMD Entity	
Other Party	
Effective Date	
Term Length	5 Years
VillageMD and Other Party may each be referred to herein as a “Party” and collectively as the “Parties” .	

Why are we here?

Both Parties are interested in working together! In doing so, both parties will have access to each other's technical, operational and financial confidential and proprietary information. All this information should be treated as confidential!



What is “Confidential Information?”

Confidential Information is any information disclosed or made available either directly or indirectly, in writing, or orally. Confidential information will not be public, will not be obtained from an independent third party, and will not be information the receiving party already had.



What will we do with Confidential Information?

Both Parties agree to only use Confidential Information only for the Authorized Purpose. No Confidential Information shall be disclosed to any third party without written consent by the Disclosing Party.

Both Parties will treat the others Confidential Information as their own, and safeguard it appropriately. No copies of Confidential Information will be made without the Disclosing Party's written consent prior.



What if we're required to share Confidential Information by law?

If required to by law, the Receiving Party will give written notice to the Disclosing Party as soon as possible beforehand and will work with the Disclosing Party in the event that they elect to contest and avoid disclosure. This will not relieve the Receiving Party of its obligations of confidentiality generally under this Agreement.



What if we don't want to proceed?

Nothing herein shall obligate any Party to proceed with any transaction or business relationship, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Authorized Purpose.

ALL CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” AND NO PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.



How is my Confidential Information returned?

All Confidential Information documents will remain the property of the Disclosing Party and be returned and/or destroyed upon the Disclosing Party's request.





Permitted Disclosures

The Receiving Party may disclose Confidential Information only to its employees, agents and subcontractors who have a need to know in connection with the Authorized Purpose and who are bound by confidentiality obligations no less restrictive than those applicable hereunder.

Miscellaneous

This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of Illinois, without reference to conflict of laws principles. The Parties agree that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling the other Party to seek injunctive relief in addition to all legal remedies. This document contains the entire agreement between the Parties with respect to the subject matter hereof, and neither Party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

By:	By:
Its:	Its:
Date:	Date: