

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made by and between _____, a corporation organized under the laws of _____, hereinafter called "Vendor", and CVS Pharmacy, Inc., a Rhode Island corporation, and its subsidiaries and affiliates including Caremark Rx, L.L.C., hereinafter individually and collectively called the "CVS", effective as of the date set forth below. The parties agree as follows:

1.0 **Project Defined**

Each party has requested or may be receiving from the other party information of a non-public nature for use by each party and its officers, directors, agents, employees, and representatives, including financial and legal advisers and, if either party is a partnership, its partners (collectively, "Representatives") in connection with consideration by the parties of a possible agreement, partnership, joint venture, consortium relationship, or other business relationship between the parties (the "Project").

2.0 **Confidential Information Defined**

The parties acknowledge that, in the course of their consideration of and any concurrent or subsequent discussions between CVS and Vendor or their representatives relating to the Project, each party may receive certain non-public and confidential information from or about the other party or its affiliates, including but not limited to technical, financial, and business information and models, names of potential customers or partners, proposed business deals, reports, plans, market projections, software programs, data, or any other confidential and proprietary information relating to the Project. All such technical, financial, or other business information thus supplied by either party to the other or the other's representatives is hereinafter called the "Information". The term "Information" as used herein also includes (i) the fact that the Information has been made available to or is being inspected or evaluated by the receiving party, (ii) the fact that such discussions or negotiations are taking place concerning the Project or other related transactions between CVS and Vendor, and (iii) any of the terms, conditions, or other facts with respect to the Project or other related transactions, including the status thereof. Any Information supplied by either party to the other prior to the execution of this Agreement shall be considered in the same manner and be subject to the same treatment as the Information made available after the execution of this Agreement.

3.0 **Exclusions from Definition**

Except as provided in (i)-(iii) of 2.0 Confidential Information Defined, the term "Information" as used herein does not include any data or information which is already known to the receiving party at the time it is disclosed to the receiving party, or which before being divulged by the receiving party (a) has become generally known to the public through no wrongful act of the receiving party; (b) has been rightfully received by the receiving party from a third party without restriction on disclosure and without, to the knowledge of the receiving party, a breach of an obligation of confidentiality running directly or indirectly to the other party hereto; (c) has been approved for release by a written authorization by the other party hereto; (d) has been disclosed pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure, or is required to be disclosed by operation of law; (e) is independently developed by the receiving party without use, directly or indirectly, of the Information received from the other party hereto; or (f) is furnished to a third party by the disclosing party hereunder without restrictions on the third party's right to disclose the information.

4.0 **Nondisclosure Obligation**

Each party receiving any Information shall keep such Information confidential and shall not disclose such Information, in whole or in part, to any person other than its representatives who need to know such Information in connection with the receiving party's evaluation thereof and determination of business strategies, or other actions in connection with the Project (it being agreed and understood that such representatives shall be informed by the receiving party of the confidential nature of the Information and shall be required by the receiving party to agree to treat the Information

confidentially), except with the prior written consent of the other party hereto or as otherwise permitted hereunder.

Vendor is strictly prohibited from placing any CVS Information on portable computing/storage devices, which are not owned and secured by Vendor. Vendor will take all reasonable, necessary, and appropriate measures, including encryption, to ensure that CVS Information stored on Vendor owned and secured devices cannot be accessed by unauthorized/inappropriate individuals. Vendor further agrees to monitor networks, systems, and physical plant for violations of this Agreement and to take the appropriate technical and procedural actions to ensure that any CVS Information is completely removed from any device, technologies, and/or locations in the event of any violation of security policy or procedure or any perceived infraction thereof. Vendor shall give CVS notice immediately if CVS Information has been accessed by unauthorized individuals or if there is any evidence of any such infraction.

5.0 Development of Similar Technology

Notwithstanding anything to the contrary herein, both parties acknowledge that each has and will have under development, both internally and through third-party vendors, various projects relating to the subject matter of the discussions and disclosures contemplated under this Agreement, including software development relating thereto. Nothing in this Agreement shall limit or restrict in any way either party's ability to pursue and develop such software, technology, products or services independently of the Information provided by the other party hereunder, without payment to the other party of any royalties, license fees or other amounts of any nature.

6.0 Standard of Protection

For the purpose of complying with the obligations set forth herein, the party receiving any Information shall use efforts commensurate with those that such party employs for the protection of corresponding sensitive information of its own, and such receiving party shall not be liable for any inadvertent disclosure of Information provided that (i) it has used substantially the same degree of care to avoid disclosing such Information as it uses for its own information of like importance, and (ii) upon discovery of any inadvertent disclosure it shall use reasonable efforts to prevent further disclosure of such Information.

7.0 Compliance with Legal Process

In the event that the party receiving any Information is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, Civil Investigative Demand or similar process, or, in the opinion of counsel for such party, by federal or state securities or other statutes, regulations, or laws) to disclose any Information, such party shall promptly notify the other party of such requests or requirement prior to disclosure so that the other party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. If, however, in the opinion of counsel for the receiving party such party is nonetheless, in the absence of such order or waiver, compelled to disclose such Information or else stand liable for contempt or suffer possible censure or other penalty or liability, then the receiving party may disclose such Information without liability to the other party hereunder.

8.0 Ownership; Return of Information

No license to a party, under any trademark, patent, copyright, mask work protection right, or any other intellectual property right, is either granted or implied by the conveying of Information to such party. All Information (including tangible copies and computerized or electronic versions thereof), shall remain the property of the furnishing party. Within ten (10) days following the receipt of a written request referencing this Agreement and this paragraph from either party furnishing Information hereunder, the receiving party will deliver to the furnishing party all tangible materials containing or embodying the Information received from the furnishing party, except for materials containing Information which has been incorporated into analyses, compilations, comparisons, studies or other documents prepared by the receiving party or its representatives, together with a certificate executed by the receiving party certifying that all such materials in the receiving party's

possession have been delivered to the furnishing party or destroyed. That portion of the Information which has been incorporated into analyses, compilations, comparisons, studies or other documents prepared by the receiving party or its representatives shall be held by the receiving party and kept confidential as provided above, or shall be destroyed.

9.0 Remedies for Breach

Each party understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that the other party shall be entitled to seek injunctive or other equitable relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

10.0 No Representations or Further Obligations

Neither this Agreement nor the disclosure or receipt of Information shall constitute or imply any promise or intention to make any purchase of products or services by either party or any commitment by either party with respect to the present or future marketing of any product or service. None of the Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or inducement by either party to the other of any kind, and in particular, with respect to the accuracy or completeness of any Information or the non-infringement of trademarks, patents, copyrights, mask protection rights or any other intellectual property rights, or other rights of third persons or of either party. It is understood that this Agreement does not obligate either party to enter into any further agreements or to proceed with any possible relationship or other transaction.

11.0 Term; Termination

Either party may terminate the exchange of Information under this Agreement at any time by written notice to the other specifically referencing this Agreement. In any event, however, the obligations of each party to maintain the confidentiality of the Information it has received under this Agreement shall continue for the later to occur of (i) a period of three (3) years after such termination, or (ii) if this Agreement is incorporated by reference into another agreement between the parties, the term, including extensions, of that agreement, plus three (3) years.

12.0 No Waiver

No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13.0 Amendment

This Agreement may not be modified, supplemented, or amended orally, but only by a writing signed by both parties hereto.

14.0 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed and delivered this Non-Disclosure Agreement effective as of the date of execution by the last party to execute this Agreement, as set forth below.

CVS Pharmacy, Inc.

Vendor Corp Name

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____