



## **NON-DISCLOSURE AGREEMENT**

The undersigned agrees not to share with any outside company or individual any information concerning any and all financial data, operational data, incidental information, and any other disclosure, including, but not limited to potential sale, merger, or acquisition of pharmacy operations and general business, for all pharmacies ("The Pharmacy") presented by Pharmacy Consulting Associates, Inc. to the potential buyer executing this agreement. This information is deemed proprietary and should not be disclosed unless agreed upon in writing by Pharmacy Consulting Associates, Inc. ("PCA") and/or the owner of The Pharmacy. It is hereby agreed and understood PCA has endeavored to include various information and certain materials which PCA believes to be relevant for the purpose of evaluation of The Pharmacy acquisition, but all parties hereby acknowledge and agree that PCA, nor any of its agents, representatives, officers, or employees make any representation or warranty as to the accuracy or completeness of the information provided, and will not be held liable for any damages as a result of the information provided. The Buyer should exercise caution and diligent investigation pertaining to all matters regarding the acquisition, including, but not limited to, the financial and operational status of The Pharmacy.

The non-disclosure, hereby includes, but is not limited to, disclosure to employees, staff, and corporate officers of The Pharmacy. The undersigned hereby agrees not to enter the premises of the above pharmacy operations, unless written permission is granted by PCA or The Pharmacy owner. In addition, photography of sites, investigation of real estate development plans, or research of retail space for lease shall not be performed by the above party in connection with said pharmacy operations, if the actions in any way could result in either intentional or unintentional disclosure. All inquiries related to the business shall be directed directly to PCA. It is understood that throughout the investigation and due diligence the undersigned may need to perform actions that may intentionally or unintentionally disclose confidential information. Prior to any such action, the undersigned, hereby agrees, to obtain written permission from PCA to proceed with such action.

It is understood that The Pharmacy, the affiliate parties, corporate officers, or individuals are the intended party and beneficiary whose rights are being protected and may enforce the terms of this agreement as if they were a party to the agreement.

This agreement shall be governed and construed in accordance with the laws of the United States of America and the undersigned consents to the exclusive jurisdiction of the state court in which The Pharmacy resides. Recipient agrees that in the event of any breach or threatened breach by recipient, the pharmacy operations above, their holding corporation or affiliate companies, and/or PCA, may obtain in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the owner against any such breach or threatened breach.

The undersigned acknowledges the responsibility to perform a due diligence review at his/her own cost and expense prior to any acquisition of The Pharmacy.

It is understood that PCA is a consultant and/or agent of the seller, and does not represent the Buyer, in any way, unless otherwise stated in a written agreement executed by the Buyer and PCA.

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned hereby personally guarantees the representations and warranties to the above agreement.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_