



TVC CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Whereas, The Veterinary Cooperative (“TVC”) seeks to form a cooperative to benefit members of the independent veterinary community and therefore the undersigned independent veterinarian (“Veterinarian”) is interested in joining TVC as a member.

1. Confidential Information. Veterinarian acknowledges that TVC wishes to provide Veterinarian access to certain confidential information of TVC or of TVC’s vendors or members. This information may include:

- TVC programs and pricing, including costs, profit and margin information, offers to TVC from supplier agreements, and supplier information.
- Financial statements and other financial data of TVC.
- Information about potential members or other customers of TVC.
- TVC long-range Strategic Planning directives, marketing, technological information, existing and/or contemplated products and services, research and development.

2. Form and Designation. Confidential Information may be provided orally or in writing and includes all pricing terms and other information on TVC’s member’s only web-site or given to members via e-mail, unless it is a matter of public knowledge or independently made available to the Veterinarian or it is labeled as non-confidential by TVC.

3. Veterinarian’s Use of Confidential Information. Veterinarian agrees that it will not A) disclose Confidential Information to any other person; B) use Confidential Information (or the fact of its access to Confidential Information) in any way, directly or indirectly, in its own dealings with TVC suppliers or competitors of TVC suppliers. Veterinarian may share Confidential Information with its employees or advisors who have a reasonable need to have access to information for purposes of advising Veterinarian about TVC and who have a duty of confidentiality.

4. No Warranties. Neither party warrants to the other party the accuracy or reliability of any Confidential Information. Such information is provided on an “As Is” basis.

5. Return of Confidential Information. At the termination of this Agreement, or on request from TVC, Veterinarian shall immediately destroy all copies (including electronic copies) of any document containing Confidential Information of TVC and certify in writing such destruction.

6. Term. This agreement shall be effective for 3 years following the last date on which either party has provided to the other party Confidential Information that has been marked as such.

7. Remedies. Veterinarian acknowledges that TVC’s Confidential Information is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information or harm the prospects for the business of TVC, and that resulting damages would be impossible to calculate. Therefore, Veterinarian hereby agrees that TVC shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof, in addition to any other remedies available hereunder, whether at law or in equity, and TVC shall be entitled to recover its costs and fee.

By clicking accept: the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein. **The parties agree to all of the terms of TVC’s Confidentiality and Non-Disclosure Agreement as posted on TVC’s member’s only web-site.**