



## 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 seeks input from potential members of such a cooperative; and

Whereas, the undersigned independent veterinarian (“Veterinarian”) is interested in advancing the formation of such cooperative; and

Whereas, in order to advance the formation of the cooperative, TVC is interested in providing, and Veterinarian is interested in reviewing, certain confidential and proprietary information of TVC or potential suppliers of TVC.

1. Confidential Information. Veterinarian acknowledges that TVC wishes to provide access to certain confidential information of TVC or of TVC’s potential business partners. 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.

Veterinarian may also wish to share confidential information with TVC to assist TVC in developing the contemplated cooperative.

2. Form and Designation. Confidential Information may be provided orally or in writing. TVC will designate written Confidential Information as confidential by placing prominently on the first page of the document a legend such as “Confidential – Do Not Disclose,” but the failure to so mark information shall not prevent its being treated as Confidential Information if it is reasonably clear that the information is commercially sensitive information.

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 (by way of example, to obtain better pricing than Veterinarian would be able to obtain in the absence of its access to Confidential Information). Veterinarian may share Confidential Information with its employees or advisors who have a reasonable need to have access to Confidential Information for purposes of advising Veterinarian about the potential formation of or business case for a veterinary cooperative, but only if such employee or advisor shall have signed a Confidentiality Agreement that is substantially similar to (and no less restrictive than) this Agreement and that TVC has the right to enforce.

4. TVC’s Use of Confidential Information. TVC may use Veterinarian’s Confidential Information for purposes of forming the cooperative or conducting the cooperative’s business. TVC may disclose Veterinarian’s Confidential Information to third parties in a way that does not identify Veterinarian (e.g.,

in reporting aggregated or averaged data, or in providing an example without identifying Veterinarian). TVC may also disclose Veterinarian's Confidential Information in negotiations with potential suppliers.

5. Non-Confidential Information. This Agreement imposes no obligation upon Veterinarian or TVC with respect to any Confidential Information (a) that was in that party's possession before receipt from the other; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully received from a third party not owing a duty of confidentiality to TVC or Veterinarian; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, TVC; or (e) is independently derived by the receiving party.

6. 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. TVC does not warrant or agree that the contemplated cooperative will be formed or that Veterinarian will become a member or officer of such cooperative if formed. Veterinarian shall not be required to accept membership, if offered, in such cooperative.

7. Return of Confidential Information. At the expiration or termination of this Agreement, or on request from TVC, Veterinarian shall immediately return to TVC all copies (including electronic copies) of any document containing Confidential Information of TVC or of a potential business partner of TVC. In the alternative, and with TVC's written consent, Veterinarian may immediately destroy all such copies embodying Confidential Information and certify in writing such destruction.

8. 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. Either party may terminate this agreement upon written notice to the other party, but termination shall not affect the obligations as to Confidential Information previously disclosed to a party under this Agreement.

9. 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 formation or business of TVC. The damages to TVC that would result from the unauthorized dissemination of the Confidential Information 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. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. TVC shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

10. Entire Agreement. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior understandings or agreements as to Confidential Information.

11. No Assignment. Neither party may assign its rights or obligations under this Agreement to any other person without the consent of the other party, except that TVC may assign its rights to a cooperative formed to benefit members of the independent veterinary community or to a management company for such cooperative.

*[Signature Page Follows]*

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Aug. 8, 2012

<b>Veterinarian</b>	<b>The Veterinary Cooperative</b>
<b>Printed Name of Individual Signing:</b> _____	<i>Rachel A. Gross</i> CEO
<b>Legal Entity Name (if different):</b> _____	2323 Marcy Evanston IL 60201
<b>Address:</b> _____	
<b>City:</b> _____	
<b>State:</b> ____ <b>Zip:</b> _____	
<b>E-mail Address:</b> _____	