

**NON-DISCLOSURE AGREEMENT**  
**PROTECTING WALGREEN CONFIDENTIAL INFORMATION**

THIS NON-DISCLOSURE AGREEMENT (“**Agreement**”) by and between Walgreen Co., an Illinois corporation, on behalf of itself and its subsidiaries and affiliates, with its principal place of business at 200 Wilmot Road, Deerfield, Illinois 60015 (“**Walgreen**”) and \_\_\_\_\_, a(n) \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ (“**Company**”) sets forth the terms and conditions under which Walgreen may disclose Information, as defined below, to Vendor. In consideration of the covenants and agreements contained herein, Company hereby agrees as follows:

1. **Confidential Information.** In order to facilitate a possible business relationship between the parties, Company may obtain access to information related to Walgreen's products, processes, inventions, methods, software, trade secrets, customers or suppliers, or to Walgreen's retailing, distribution, or administrative facilities and related information and such other information that Walgreen considers confidential or proprietary regardless of the form or manner of disclosure to Vendor (hereinafter collectively referred to as the “**Information**”).
2. **Scope.** Vendor acknowledges that the Information is a special, valuable, and unique asset of Walgreen. Vendor agrees that Vendor: (i) will keep and maintain the Information in strict confidence; (ii) will only use the Information as authorized by Walgreen; (iii) will not use the Information for the benefit of any third party, or use the Information for Vendor's own benefit; and (iv) will not disclose any portion of the Information to any party without the prior written permission of Walgreen.
3. **Exclusions.** Vendor's obligation to hold the Information in strict confidence and to refrain from using the Information for Vendor's own benefit shall not extend to any part of the Information that:
  - (i) is already in the possession of Vendor or any of its subsidiaries without obligation of confidence;
  - (ii) is or was independently developed by Vendor or any of its subsidiaries;
  - (iii) was or is rightfully obtained by Vendor from a source other than Walgreen, before being disclosed by Walgreen; or
  - (iv) is, or is made, publicly available by Walgreen. If only a portion of the Information is or is made publicly available then only that portion shall be excluded from the use and disclosure obligations contained herein.

Vendor agrees to give Walgreen thirty (30) days' written notice prior to and an opportunity to object to Vendor's release of any portion of the Information that Vendor believes is or has become publicly available along with documented evidence upon which such belief is based. If Walgreen objects to the disclosure of Information, Vendor shall not release the Information unless compelled to do so by law.

4. **Required Disclosures.** Should Vendor become legally obligated to disclose the Information, Vendor shall promptly notify Walgreen, and upon the request of Walgreen, shall cooperate with Walgreen in contesting such a disclosure, provided that Vendor shall provide Walgreen with as much advance notice of the possibility of such disclosure as is practical under the circumstances so Walgreen may attempt to stop or limit such disclosure.
5. **Term.** Vendor's obligations to keep Walgreen's Information confidential shall not expire. Upon the termination of this Agreement or upon the request of Walgreen, Vendor shall surrender (or confirm by written certification in a form acceptable to Walgreen, the destruction of computerized data) to Walgreen all memoranda, notes, records, drawings, manuals, records, and other documents or materials (and all copies of same, including “copies” that have been converted to computerized media in the form of image, data and/or word processing files either manually or by image capture) pertaining to or including the Information.
6. **No License.** All Information disclosed under this Agreement shall remain the property of Walgreen. Nothing in this Agreement shall be construed as granting a license or any other rights in such Information. The disclosure of Information shall likewise not be construed as any representation, warranty, assurance, guaranty, or inducement by Walgreen to Vendor with respect to the accuracy thereof or with respect to infringement of any patent or other proprietary right. No right or permission is granted in this Agreement to photograph or electronically record any aspect or portion of the Information.
7. **Assignment.** This Agreement may not be assigned by Vendor without the written consent of Walgreen.
8. **Notices.** All notices hereunder shall be deemed to have been duly given upon actual receipt if addressed as follows (unless such addresses are changed by written notice): for Walgreen, Attn: Commercial Transactions Law Department, M.S. #1425, 104 Wilmot Road, Deerfield, Illinois 60015, and for Vendor, the address first set forth above.
9. **Governing Law and Jurisdiction.** This Agreement shall be construed in accordance with the substantive laws of the State of Illinois, without regard to conflicts of law principles. Vendor hereby submits to the exclusive jurisdiction of the courts of the State of Illinois and the federal courts of the United States of America located in the Northern District of the State of Illinois in respect of the interpretation and enforcement of the provisions of this Agreement and all transactions contemplated hereby. Vendor hereby consents to and acknowledges that, in the event of any breach or threatened breach of this Agreement monetary damages will be inadequate and Walgreen will suffer irreparable harm and shall have, in addition to any and all other legal rights and remedies, the

right to injunctive relief. In addition, Walgreen shall be entitled to recover its costs, expenses and reasonable attorney's fees incurred in enforcing the terms and provisions of this Agreement.

10. **No Joint Venture.** This Agreement provides only for the handling and protecting of confidential information and is not intended to be and shall not be construed to create a teaming agreement, joint venture, association, partnership, or other formal business organization or agency arrangement. This Agreement does not constitute or imply any offer on the part of Walgreen to purchase, license or lease any products or services from Vendor. Also, Walgreen has no obligation to supply information hereunder and has no obligation hereunder to enter into any other contract with Vendor. Vendor acknowledges and agrees that nothing contained herein shall prohibit or enjoin Walgreen from obtaining or developing products or technology similar to any products or technology developed by Vendor, or from engaging with another entity to do so. Vendor understands and agrees that Walgreen may be presently developing, or negotiating with others to develop similar products or services as those being disclosed to Walgreen by Vendor hereunder and that this agreement in no way shall have any effect relating to such developments. Any disclosure to Walgreen, regardless of whether the parties consummate a transaction of any type, shall not impair or preclude Walgreen, in any manner, from the conduct of its business in the ordinary course, which shall include, but not be limited to, the entry into transactions involving real estate, decisions related to new and existing trade areas and markets and other determinations related to Walgreen's operations.

11. **Publicity.** Vendor hereby agrees that this Agreement, the disclosures contemplated herein, and the existence of a potential business relationship between the parties shall be kept confidential and shall not be revealed to or discussed with third parties without approval of Walgreen. In addition, Vendor will not use the name(s), trademark(s) or trade name(s), whether registered or not, of Walgreen in publicity or press releases or advertising or in any manner, including customer lists, without Walgreen's prior written consent. Consent of Walgreen shall not be valid unless obtained from Walgreen's Department of Corporate Communications.

12. **Blackout Period.** Vendor acknowledges that it is aware (and that prior to the disclosure of any additional Information to any person or entity pursuant to the Agreement, such person or entity will be advised by Vendor) that the United States securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Vendor agrees to notify anyone to whom it provides access to the additional Information that the additional Information is a special, valuable and unique asset of Walgreen, the receipt of which may constitute a material, nonpublic communication under applicable Federal statute and implementing regulations promulgated by the Securities Exchange Commission, and that no such person may trade Walgreen securities during Walgreen's "blackout period," which runs from the 21<sup>st</sup> day of a given month through the forty-eight hours after comparable sales are announced to the public, which is generally two business days after the end of the month.

13. **Entire Agreement; Severability.** This Agreement represents the entire understanding between the Parties with respect to the Confidential Information and supersedes all prior communications, agreements and understandings relating to the disclosure of Confidential Information. The provisions of this Agreement may not be modified, amended or waived, except by a written instrument duly executed by both Parties. If any provision of this Agreement is held invalid or unenforceable, in a final non-appealable order issued by a court of competent jurisdiction, the provision shall be deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves Walgreen's intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.

**IN WITNESS WHEREOF**, the parties' duly authorized representatives have executed this Agreement.

**WALGREEN CO.:**

**COMPANY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

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