

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into as of this ____ day of _____, 2016, by and between _____ (“HIDA Member Company”), a corporation (sole proprietorship) incorporated (organized) in the state of _____, and having its principle office in _____, _____ and William Cron, PhD. (“Contractor”), an individual academic researcher associated with Texas Christian University residing in the State of Texas (each, a “Party,” and collectively, the “Parties”).

Contractor is a recognized academic researcher engaged in the business of receiving from multiple participating HIDA Member Companies raw data and other information regarding the products, markets, sales and like internal proprietary financial information for the purpose of aggregating the information and preparing aggregated financial and related reports known as the 2016 Distributor Financial Performance Survey for general distribution to HIDA, participating HIDA Member Companies, manufacturers, providers and to the general public.

HIDA Member Company has agreed to provide its raw data and other information regarding the products, markets, sales and like internal proprietary information to Contractor under the terms and conditions of this Non-Disclosure and Confidentiality Agreement for the purpose of the 2016 Distributor Financial Performance Survey.

NOW, THEREFORE, intending to be legally bound, in consideration of the foregoing and of the HIDA Member Company covenants and agreements contained herein, and subject to the satisfaction of the terms and conditions set forth herein, the Parties agree as follows:

1. Confidential Information. The term “Confidential Information,” as used in this Agreement, includes all proprietary information and data furnished by HIDA Member Company or its designated agents to Contractor, whether oral, written, graphic or in machine readable form, regardless of whether or not such information and data is marked or otherwise identified by HIDA Member Company as “Confidential Information”, including, but not limited to, information and data consisting solely of concepts, ideas, technical information and procedures, products, sales, markets, financial, audit or business affairs, key personnel, manufacturers, suppliers, providers, customers, prospective customers, policies or operational methods, plans for future developments for the business of HIDA Member Company, and all other information possessed by HIDA Member Company which is not readily available to the public, and all copies of the foregoing. Notwithstanding the foregoing, Confidential Information shall not be information which: (i) has entered the public domain through no action or failure to act of Contractor; (ii) prior to disclosure hereunder, was already lawfully in Contractor’s possession without any obligation of confidentiality, (iii) subsequent to disclosure hereunder, is obtained by Contractor on a non-confidential basis from a third party who has the right to disclose such information to Contractor, or (iv) is ordered to be or otherwise required to be disclosed by Contractor by a court of law or other governmental body provided, however, that HIDA Member Company is notified of such order or requirement and given reasonable opportunity to intervene.

2. Non-Disclosure of Confidential Information/Data Security. Contractor agrees to: (i) use the same degree of care (and in no event less than reasonable care) in protecting HIDA Member Company’s Confidential Information that Contractor would use to protect its own Confidential Information of a similar nature, including, but not limited to, secure encrypted storage, password protection, and such other measures that are reasonably necessary to protect the Confidential Information from unauthorized disclosure; (ii) not to copy, publish, show or disclose the Confidential Information to any Contractor employees, agents, or representatives, except as absolutely necessary in the interest of HIDA Member Company, or to any third party without HIDA Member Company’s express prior written consent; (iii) to store the Confidential Information in secure encrypted storage, password protected using measures that are reasonably necessary to protect the Confidential Information and (iv) to return the Confidential Information to HIDA Member Company in accordance with Section 5. Contractor shall be responsible for any use or disclosure of Confidential Information by any of its employees, agents, or representatives. Contractor shall require any employee, agent or representative having access to the Confidential Information to sign a Non-Disclosure and Confidentiality Agreement in form and content to this Non-Disclosure and Confidentiality Agreement. The Contractor’s obligation not to disclose and to protect HIDA Member Company Confidential Information from unauthorized disclosure to third-parties applies to HIDA and HIDA employees in the same manner as the Contractor’s obligation applies to any third party. It is understood and agreed by HIDA Member Company that aggregated data shall be available to HIDA in the same manner as available to third parties.

3. Use of Confidential Information. Contractor shall use the Confidential Information solely for the purpose of Contractor’s data collection, data evaluation, aggregation and preparing and distributing the 2016 Distributor Financial Performance Survey pursuant to Contractor’s Independent Contractor Agreement with Health Industry Distributors Association (HIDA) which include aggregated financial and related reports to HIDA, to

participating HIDA Member Companies who are entitled to such aggregated reports, and sales of the aggregated data to manufacturers, providers and the general public. Contractor shall not use the Confidential Information for any other purpose. Contractor shall not use the Confidential Information for its own benefit, or make the Confidential Information available for use by, or use it for, the benefit of any other party, including any parent or subsidiary of Contractor, whether or not for consideration, without the express prior written consent of HIDA Member Company.

4. Return of Confidential Information. Contractor shall return to HIDA Member Company all Confidential Information that Contractor possesses, regardless of whether the Confidential Information is in written (including write-ups, notes, memoranda, and like documents), graphic, or machine readable form upon the earlier of: (i) completion of Contractor's review, or (ii) within twenty-four (24) hours of the request of HIDA Member Company.

5. Injunctive Relief. Contractor acknowledges that HIDA Member Company will be irreparably harmed if Contractor's obligations under this Agreement are not specifically enforced and that HIDA Member Company would not have an adequate remedy at law in the event of an actual or threatened violation by Contractor of its obligations. Therefore, Contractor agrees that HIDA Member Company shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations of breach by Contractor or its employees, agents, or representatives without the necessity of showing actual damages or that monetary damages would not afford an adequate remedy. Nothing in this paragraph precludes HIDA Member Company from seeking monetary damages in the event of a breach of this Agreement by Contractor.

6. Proprietary Rights. Unless otherwise specified, all use of Confidential Information, and all write-ups, notes, memoranda, materials, or products developed or prepared for HIDA Member Company by Contractor, pertaining to the Confidential Information is the property of HIDA Member Company and all title and interest therein shall vest in HIDA Member Company and shall be deemed to be a work made for hire and made in the course of the services rendered hereunder. To the extent that title to any such works may not, by operation of law, vest in HIDA Member Company or such works may not be considered works made for hire, Contractor hereby transfers, grants, conveys, assigns and relinquishes exclusively to HIDA Member Company all of Contractor's right, title and interest in and to such materials under patent, copyright, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law. All such materials shall belong exclusively to HIDA Member Company, with HIDA Member Company having the right to obtain and to hold in its own name, all copyrights, registrations, or such other protections as may be appropriate to the subject matter, and any extensions, renewals, and derivative works thereof.

7. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Virginia without reference to the principles of conflict of laws. Actions seeking injunctive relief and monetary damages may be brought in any court of competent jurisdiction having personal jurisdiction over the respective parties.

8. Survival. The provisions of Section 2 through 7, inclusive, of this Agreement shall survive any termination of this Agreement.

9. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Agreement shall not be modified except in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives with full rights, power and authority to enter into and perform this Agreement.

HIDA Member Company

Contractor

By: _____

By: _____

Name: _____

Name: William Cron, PhD.

Title: _____

Title: _____

Date: _____

Date: _____