MUTUAL NONDISCLOSURE & CONFIDENTIALITY AGREEMENT

This Mutual Nondisclosure & Confidentiality Agreement (**"NDA"**) is made and entered into as of [_____] [___], 201[_] ("**Effective Date**"), by and between Aetna Health Management, LLC and Coventry Prescription Management Services, Inc., as applicable (collectively, "**Aetna/Coventry**") and [_____] ("**Pharmacy**"), in connection with an arrangement whereby Pharmacy could potentially provide (and would provide upon signing a binding agreement) certain pharmacy and pharmacy-related services as a part of one (1) or more networks of Aetna/Coventry under Medicare Part D (**"Pharmacy Arrangement"**). This NDA shall govern the conditions of disclosure of information between Aetna/Coventry and Pharmacy (collectively, the **"Parties"**; or, individually, a **"Party"**).

WHEREAS, the Parties desire to assure the protection and preservation of any Confidential Information (defined below) that shall be disclosed or made available by either Party pursuant to the Pharmacy Arrangement; and

WHEREAS, each of the Parties desires that this NDA shall govern the conditions of disclosure of all Confidential Information by either of the Parties.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Confidential Information**. "**Confidential Information**" means any and all information disclosed or made available by a Party (**"Disclosing Party"**) which is considered proprietary or confidential by that Disclosing Party, including, without limitation, any and all information which is disclosed or made available to such other Party (**"Receiving Party"**) orally, in diagram, in writing, or through other recorded or electronic forms, that is *not*:

    a. Already properly within the rightful possession of the Receiving Party prior to the Effective Date; or
    b. Independently developed by the Receiving Party; or
    c. Already publicly available or becomes publicly available other than through a breach of this NDA by the Receiving Party; or
    d. Lawfully disclosed to the Receiving Party by a third party not obligated to the Disclosing Party to retain such information in confidence.

2. **Covenants**. The Parties consider all Confidential Information to be confidential and proprietary information of current and future value that must be held in strictest confidence. Accordingly, each Party agrees:

    a. To limit disclosure to those persons required to access the Confidential Information as related to the Pharmacy Arrangement; and
    b. That copying and reproduction of the Confidential Information shall only be for internal use to the extent necessary for the Pharmacy Arrangement; and
    c. Not to disclose the Confidential Information to any third party (except as provided for specifically in this NDA); and
    d. It shall only disclose the Confidential Information to external third-party consultants, agents, advisors, vendors, or the like (collectively, "**Advisors**") for the purposes of evaluating and/or providing items and/or services under the Pharmacy Arrangement where such Advisors are bound by like written obligations as to the confidentiality of the Confidential Information; and
    e. Not to use the Confidential Information for any purpose other than to evaluate and/or provide items and/or services under the Pharmacy Arrangement; and
    f. To use all reasonable efforts to protect the Confidential Information of the Disclosing Party with the same degree of care used to protect the Confidential Information of the Receiving Party from unauthorized use or disclosure; and
    g. Not to use the Confidential Information in any way directly or indirectly detrimental to the other Party; and
    h. Not to make any disclosure that it is having or had discussions concerning the Pharmacy Arrangement, that it received the Disclosing Party's Confidential Information, or that it is considering entering into the Pharmacy Arrangement.

3. **Legally Required Disclosure**. The Receiving Party may disclose Confidential Information if it has received an opinion of counsel that such disclosure must be made in order that it shall not commit a violation of law. If legally permissible and to the extent possible, prior to such disclosure, the Receiving Party shall promptly advise the Disclosing Party concerning the Confidential Information proposed to be disclosed. If prior notice to the Disclosing Party is not legally permissible or not possible, the Receiving Party shall use all reasonable efforts to receive confidential or protected status for such Confidential Information. If Aetna/Coventry and Pharmacy subsequently enter into a binding agreement for the Pharmacy Arrangement, Pharmacy shall be considered a first tier entity, downstream entity, and/or related entity under 42 C.F.R. pt. 423 and must make available to CMS any relevant information as related to the Pharmacy Arrangement that CMS requires.

4. **Unauthorized Disclosure**. The Receiving Party shall notify the Disclosing Party immediately upon the occurrence of any unauthorized disclosure or release or other breach of which it is aware with respect to any Confidential Information.

5. **No Rights**. The disclosure of Confidential Information shall create no license, right, interest, or ownership in any such Confidential Information in the Receiving Party. All Confidential Information is and shall remain the exclusive property of the Disclosing Party.

6. **Return of Confidential Information**. The Receiving Party agrees to return promptly any item of Confidential Information delivered or made available to it upon receipt of a written request from the Disclosing Party and all copies of the Confidential Information not so returned are to be destroyed by the Receiving Party, along with all copies of any analysis, compilations, studies, or other documents prepared by the Receiving Party containing, reflecting, or based upon any Confidential Information. Notwithstanding such return or destruction, the Receiving Party shall continue to be bound by its obligations of confidentiality and other obligations hereunder. In the event the Disclosing Party determines that the Receiving Party has breached its confidentiality obligations, the Receiving Party shall promptly return or destroy all Confidential Information in its possession as described in this Section 6

7. **No Adequate Remedy**. Each Party agrees that monetary damages would not be sufficient for any breach of this NDA, and that in addition to all other remedies, a Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. In the event of litigation or arbitration relating to this NDA, if it is determined that a Party has breached this NDA, the breaching Party shall be liable and pay the reasonable legal fees incurred by the non-breaching Party in connection with such litigation or arbitration.

8. **Applicable Law**. This NDA shall be governed by, and construed and enforced in accordance with the internal laws of the State of Connecticut, without regard to the choice of law provisions of any jurisdiction. This NDA shall be enforced in the state courts and federal courts of the State of Connecticut, and the Parties consent to the personal jurisdiction and venue of these courts.

9. **No Waiver**. No failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10. **No Obligation**. The Parties acknowledge that nothing herein requires either Party to proceed with the Pharmacy Arrangement except as may otherwise be agreed to in writing.

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IN WITNESS WHEREOF, as of the Effective Date, the Parties have executed this NDA.

AETNA HEALTH MANAGEMENT, LLC

COVENTRY PRESCRIPTION MANAGEMENT SERVICES, INC.

By:[_____]

Name: Celynda G. Tadlock

Title: Head of Pharmacy Business Development

Date:[_____]

[_____]
PHARMACY

By:[_____]

Name (print):[_____]

Title:[_____]

Date:[_____]