

NONDISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) shall be effective as of the ___ day of _____, 2022 (the “Effective Date”). This Agreement is by and between _____ (“Company”), a _____ with offices at _____, and CCPA Purchasing Partners, L.L.C. (“CCPAPP”), an Illinois not-for-profit corporation located at 737 N. Michigan Avenue, Suite 2010-03, Chicago, Illinois 60611.

The parties desire to exchange certain Confidential Information (as defined below) for the purpose of evaluating a future business relationship between the parties (the “Purpose”). In order to protect such Confidential Information from unauthorized use and disclosure, the parties agree as follows:

- 1. Confidential Information.** As used in this Agreement, the term “Confidential Information” shall mean all information that is provided by CCPAPP to Company or provided by Company to CCPAPP, including any pricing information. Confidential Information shall not include information of the disclosing party that: (a) is or becomes part of the public domain without breach of this Agreement by the receiving party; (b) the receiving party can establish by competent proof that the information was known to the receiving party on a non-confidential basis prior to disclosure hereunder; (c) the receiving party can establish that the information has been independently developed by the receiving party without the use of any disclosing party Confidential Information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is explicitly approved for release by written authorization of the disclosing party.
- 2. Non-Disclosure.** The receiving party agrees that it shall (a) not disclose the disclosing party’s Confidential Information to any third party, except as and to the extent expressly permitted by this Agreement; (b) not use the disclosing party’s Confidential Information for any purpose other than the Purpose specified above; (c) promptly notify the disclosing party upon discovery of any unauthorized use or disclosure of the disclosing party’s Confidential Information and take reasonable steps to regain possession of such Confidential Information and prevent further breach of this Agreement; and (d) at the disclosing party’s request, promptly return or destroy all Confidential Information of the disclosing party and all copies thereof.
- 3. Permitted Disclosures.** The receiving party may disclose the disclosing party’s Confidential Information to its officers, employees and representatives (“Representatives”) who need to know the Confidential Information to carry out the Purpose, provided that each Representative is informed of the provisions of this Agreement and agrees to keep such information confidential in accordance with the terms of this Agreement. Each party shall be responsible for any breach of this Agreement by its Representatives.
- 4. Disclosure Required by Law.** The receiving party may disclose the disclosing party’s Confidential Information if the receiving party is legally obligated to make the disclosure. In such a case, the receiving party will, if legally permitted, provide the disclosing party with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy. The receiving party will furnish only that portion of the Confidential Information which it is legally required to disclose.
- 5. Ownership; No License.** Confidential Information that the disclosing party discloses to the receiving party shall remain the property of the disclosing party. The receiving party shall not, by virtue of this Agreement or the provision of Confidential Information, acquire any right or license, express or implied, with respect to any Confidential Information of the disclosing party.
- 6. No Implied Obligations.** Nothing in this Agreement shall obligate either party to enter into a business relationship in connection with this Agreement.
- 7. Specific Performance.** The receiving party acknowledges that the disclosing party will sustain irreparable damage in the event of the receiving party’s breach of this Agreement. Accordingly, the disclosing party shall be entitled to an injunction to prevent breach of this Agreement and to enforce specifically the terms and provisions of this Agreement without the need to post a bond or other security, in addition to any other remedy to which the disclosing party may otherwise be entitled.

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8. Governing Law. This Agreement shall be governed by the laws of the State of Illinois without regard to any conflicts of law principles that would defeat the application of Illinois law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth below.

CCPAPP PURCHASING PARTNERS, L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please sign and return to CCPAPP via email at applications@ccpapp.org or by fax at 888.276.2344.