

Nondisclosure Terms

The purpose of this document is to prevent the unauthorized disclosure of Confidential Information by PRS, Inc. with respect to the disclosure of certain proprietary and confidential information ("Confidential Information") provided by Potential Clients.

1. Definition of Confidential Information. For purposes of this Document, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Potential Client is engaged. If Confidential Information is in written form, the Potential Client shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Potential Client shall promptly indicate that such oral communication constituted Confidential Information.
2. Exclusions from Confidential Information. PRS's obligations under this Document do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the PRS; (b) discovered or created by the PRS before disclosure by Potential Client; (c) learned by the PRS through legitimate means other than from the Potential Client or Potential Client's representatives; or (d) is disclosed by PRS with Potential Client's prior approval.
3. Obligations of PRS. PRS shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Potential Client. PRS shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to abide by nondisclosure restrictions at least as protective as those in this Document. PRS shall not, without prior approval of Potential Client, use for PRS's own benefit or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Potential Client, any Confidential Information.
4. Time Periods. The nondisclosure provisions of this Document shall remain in effect until one year from disclosure the Confidential Information or until Potential Client notifies PRS releasing PRS from this Document, whichever occurs first.
6. Severability. If a court finds any provision of this Document invalid or unenforceable, the remainder of this Document shall be interpreted so as best to effect the intent of the parties.
7. Integration. This Document expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, documents, representations and understandings. This Document may not be amended except in a writing signed by both parties.
8. Waiver. The failure to exercise any right provided in this Document shall not be a waiver of prior or subsequent rights.

This Document and PRS's obligations shall be binding on the representatives, assigns and successors of PRS. PRS has signed this Document through its authorized representative.



Harry A. Lattanzio, R.Ph.

President PRS Inc.