

**IMPAC, Inc.**  
Mailorder and Internet Pharmacy Accreditation

**Accreditation Survey Application**

1. Name of Pharmacy Applying  
For Accreditation: \_\_\_\_\_

2. Pharmacy Mailing Address:

Street	
Street	
City	
State/Province	
Zip Code	
Country	

3. Name of Accreditation Survey  
Contact Person: \_\_\_\_\_

4. Contact Person Mailing Address:

Title	
Street	
Street	
City	
State/Province	
Zip Code	
Country	
Telephone	(     )
Fax Number	(     )
E-mail	

5. List all Pharmacy sites and websites of operation including all the following information (*attach additional pages as necessary*) :

Types of operations (*check all that apply*):

- Dispensing
  Mailing and Shipping  
 Call Center
  Order Intake

Website address: \_\_\_\_\_  
 Website address: \_\_\_\_\_  
 Website address: \_\_\_\_\_

Name	
Street	
Street	
City	
State/Province	
Zip Code	
Country	

Current State/Province/Country Licensure/Registration

Name of Licensing Body/Agency	
License/Registration Number	
License/Registration Expiration Date	

Number of Licensed Pharmacists of Staff	Full Time Equivalents:
Number of Pharmacy technicians	Full Time Equivalents:
Annual Number of prescriptions dispensed	

6. Pharmacy Operations (*check all that apply*):

Internet

Mailorder

Retail

7. Date of Application: \_\_\_\_\_

8. Signature of Applicant: \_\_\_\_\_

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

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

***Signature of applicant represents attestation that all information provided is true and complete.***

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**IMPAC, Inc.**  
**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure (this "Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ (the "Effective Date") between **IMPAC, Inc. ("IMPAC")** located at the address of Box 1146, Manchester, Vermont 05254, and the person named on the signature page of this Agreement. The purpose of this agreement is to ensure that all proprietary information furnished by either party hereto (the "**Disclosing Party**"), either verbally or in any tangible form, to the other party (the "Recipient") will be kept confidential by the Recipient and shall not, without the prior written consent of the Disclosing Party, be disclosed, in whole or part, by the **Recipient** or any of the Recipient's Representatives as defined below and shall not be used for any purpose other than the Purpose, defined below.

**I. CONFIDENTIAL INFORMATION.**

The Recipient and its Representatives shall hold in confidence any and all Confidential Information, defined below, that it receives from the Disclosing Party, and neither the Recipient and any of its Representatives shall use any Confidential Information for any purpose other than the purpose for which such Confidential Information was disclosed to the Recipient by the Disclosing Party (the "Purpose"). Confidential Information for purposes of this Agreement shall include, but not be limited to, standards, reports, memoranda, statistics, forms, notes, records, financial information, charts, know-how, work-in-progress, trade secrets, business methods and processes, legal documents or any other matter relating to the business of the Disclosing Party (regardless of whether disclosed on paper, tape, diskette, or any other media) or information verbally disclosed. The Recipient agrees that neither it nor its Representatives will, without the Disclosing Party's prior written consent, disclose any such Confidential Information to anyone except its own employees, affiliates, representatives, legal counsel and/or financial advisors, on a need-to-know basis, who are party to an agreement to hold such Confidential Information in confidence or are otherwise legally required to do so (collectively, "the Representatives"), nor use such Confidential Information for any purpose other than the Purpose.

**II. DISCLOSURE REQUIRED BY LAW.**

If a party or any of its Representatives becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information (the "**Compelled Party**"), the Compelled Party or its Representatives, as the case may be, shall provide the other party with prompt prior written notice of such requirement so that the other party may seek a protective order or other appropriate remedy, or waive compliance with the terms of the Agreement. If so required or permitted to disclose Confidential Information, the Compelled Party or its Representatives, as the case may be, shall furnish only that portion of the Confidential Information which the Compelled Party or its Representatives, as the case may be, is advised by counsel is legally required and to exercise its best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. In any event, neither the Compelled Party nor any of its Representatives will

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oppose action by the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

### **III. RETURN OF CONFIDENTIAL INFORMATION**

The Recipient shall, upon the request of the Disclosing Party, promptly return all materials in its possession which contain or otherwise relate to the Confidential Information, including any and all copies or reproductions thereof, and agrees to destroy all copies of any analyses, compilations, studies or other documents prepared by that party for the use of that party containing or verifying any Confidential Information. The obligations of the parties as recipients of information under this Agreement shall not apply to any such information (a) which is generally available to the public or otherwise in the public domain, other than as a result of disclosure by each party or by virtue of a breach of this Agreement, (b) which was available to the parties on a non-confidential basis prior to its disclosure, (c) is approved for release by written authorization of an authorized officer of the party whose Confidential Information is to be disclosed, or (d) which is independently developed or obtained by a party without reliance upon any Confidential Information disclosed by the other party.

### **IV. NO PUBLIC ANNOUNCEMENT**

The parties agree not to make any public statement or announcement to any newspaper, broadcast or other media, or to any third party (other than the Representatives of a party) concerning the Purpose or this Agreement without the mutual consent of the parties.

### **V. EQUITABLE REMEDIES**

The parties agree and acknowledge that the Confidential Information of either party, as it exists from time to time, is a valuable, special and unique asset of the other party, that the terms of this Agreement are reasonable and necessary to protect the legitimate interests of the parties and that a violation or threatened violation of any of the terms of this Agreement by one party would cause irreparable injury to the business of the other party, for which damages would be inadequate compensation. Accordingly, the parties acknowledge, consent and agree that in the event of any such violation or threatened violation by one party, the other party shall be entitled to commence an action for preliminary, temporary and permanent injunctive relief or other equitable relief.

### **VI. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Vermont without regard to applicable principles of conflict of laws.

### **VII. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, whether written or oral. No modifications of this Agreement will have any force or effect unless such modification is in writing and signed by both parties.

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**VIII. BINDING NATURE**

All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective heirs, successors and permitted assigns.

**IX. SPECIFICS AND MODIFICATIONS**

As a modification to Number 4, No Public Announcement, we agree that either party may announce that the mailorder pharmacy has applied for IMPAC accreditation if a completed application and application fee has been submitted by mailorder pharmacy to IMPAC and received by IMPAC or that the mailorder pharmacy is IMPAC accredited if the mailorder pharmacy has been awarded IMPAC accreditation and has received the IMPAC Accreditation Certificate and website seal. Accredited Mailorder Pharmacies will be listed on the website of IMPAC, [www.impacsurvey.org](http://www.impacsurvey.org).

**IN WITNESS WHEREOF**, this Non-Disclosure Agreement is executed as of the Effective Date by authorized representatives of each organization.

**IMPAC**

**RECIPIENT**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

Executive Officer

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

Company: \_\_\_\_\_