

RECIPROCAL CONFIDENTIALITY AGREEMENT

This agreement (“Agreement”) is entered into as of February 13, 2015 (the “Effective Date”) by Innovatix, LLC and _____ (each a “Disclosing Party” or “Recipient,” to be used alternatively, as may apply) for the purpose of protecting the confidential information of the parties as well as the confidential information of Premier Purchasing Partners, L.P. (“Premier” or “Disclosing Party” if applicable).

The parties acknowledge that they are evaluating a potential business relationship. To facilitate this evaluation, either party may disclose certain confidential and/or proprietary trade secret information to the other for the purpose of discussing potential business arrangements. Recipient may disclose the Confidential Information (as identified below) to its affiliated entities provided, however, that such entities have agreed to the terms of this Agreement and that Recipient and such entities shall be jointly and severally liable for any breach of this Agreement by such entities.

1. For the purposes of this Agreement, “Confidential Information” shall mean all information of any kind disclosed by the parties regarding its business or the business of Premier, in oral, written, electronically transmitted or any other format, including without limitation, data, software, business plans, work plans, cost and pricing information, purchasing information, client lists, member lists, finances, programs, products, processes, methods, techniques, mathematical formulae, algorithms, know-how, concepts, ideas, and computer programs, other than information that is (a) in the public domain other than by a breach of this Agreement on the part of Recipient; (b) received from a third party without any obligation of confidentiality; (c) known to Recipient without any limitation on use or disclosure prior to its receipt from Disclosing Party; or (d) developed independently by the Recipient, provided that such development was done without reference to the Confidential Information.

2. Confidential Information will be held in confidence by Recipient, and shall not be disclosed by Recipient to any third party without the prior written consent of the Disclosing Party. Moreover, Confidential Information will not be used by Recipient for any purpose except the purpose of entering into business discussions with the Disclosing Party, including without limitation, that Recipient shall not use the Confidential Information for its own benefit or for the benefit of third parties and/or competitors, that it will not develop, manufacture, or sell any product that incorporates or is based on the Confidential Information in whole or part, and that it will not reproduce or distribute the Confidential Information without the prior written consent of the Disclosing Party. Further, Recipient shall not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative or competing works based on any portion of the Confidential Information in any form, without the express written permission of the Disclosing Party.

3. Recipient may disclose the Confidential Information to its employees, consultants and subcontractors with a need to know for the purposes of conducting business discussions with the Disclosing Party, provided that: (i) Recipient informs the relevant employees,

consultants and/or subcontractors of the confidential nature of the Confidential Information and the terms of this Agreement; (ii) Recipient takes all necessary precautions to prevent the disclosure or improper use of the Confidential Information by said employees, consultants, and/or subcontractors; and (iii) such employees, consultants, and/or subcontractors are subject to confidential obligations in substance at least as restrictive as those contained herein.

4. In the event that the Recipient or anyone to whom it transmits the Confidential Information of the Disclosing Party pursuant to this Agreement becomes legally required to disclose any such Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient shall furnish only that portion of the Confidential Information which is legally required in the opinion of Recipient's counsel.

5. Upon request by the Disclosing Party at any time, Recipient shall immediately return to the Disclosing Party or certify in writing the destruction of all Confidential Information, along with all documentation, computer records, notes and any other matter whatsoever developed by or on behalf of either party.

6. A breach of this Agreement by Recipient will cause irreparable harm to the Disclosing Party in a way that cannot be adequately compensated for by damages. Consequently, the Disclosing Party shall have the right, in addition to any other rights or remedies it may have arising out of the breach, to obtain temporary, preliminary and/or permanent injunctive relief without the necessity of proving actual damages and without any bond or other security being required.

7. This Agreement shall take effect as of the Effective Date, and shall remain in effect unless terminated in writing upon the mutual consent of the parties.

8. This Agreement shall be governed by the laws of the state of New York and adjudicated in courts in the state of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Innovatix, LLC

By: _____
Name:
Title:

By: _____
Name:
Title: