This Mutual Three-Party Non-Disclosure Agreement ("Agreement") is effective ______________, 2018 ("Effective Date"), among RxBenefits, Inc. ("RxB"), C2 Solutions ("Consultant"), and ___________________________________________ ("Client"); together with RxB and Consultant, each a "Party" and collectively, the "Parties"). Consultant and Client are entering into discussions that will likely result in an exchange and review of proprietary, confidential and/or trade secret information to enable the Parties to evaluate one or more potential business transactions among them (each, a "Potential Transaction"). The Parties desire for RxB to provide, and RxB is willing to provide, claims review, analyses and related RFP and administrative services for and on behalf of Consultant and Client, all as mutually agreed upon by the Parties. As a condition of permitting such exchange and review (including RxB’s agreement to prepare and deliver written analyses to Consultant with respect to Client/Client’s plan), the Parties each covenant and agree:

1. "Confidential Information” includes all confidential or proprietary information or trade secrets, in any form, disclosed to a Party(ies) (such Party(ies), as the recipient(s), each a "Receiving Party") by another Party (such Party, as the discloser, the “Furnishing Party”). Without limiting anything in the prior sentence, Confidential Information includes: (a) the contents of all financial analyses disclosed between the Parties; (b) pricing information and terms, projections and forecasts, modeling, specific programs and any related recommendations; (c) any other business intelligence of a Party; (d) any other material or information (including any information of Client) that is marked or expressly identified as being "Confidential" and/or "Proprietary" upon disclosure. However, “Confidential Information” shall NOT include information which: (i) is or becomes generally available to the public through no act or failure to act of the Receiving Party(ies); (ii) was lawfully in the possession of the Receiving Party(ies) prior to any disclosure by the Furnishing Party; (iii) was obtained by the Receiving Party(ies) on a non-confidential basis from a third party who had the right to disclose such information; or (iv) is ordered or otherwise required to be disclosed by the Receiving Party(ies) by a court of law or governmental body.

2. Each Receiving Party agrees (a) not to share Confidential Information of the Furnishing Party with any third party (other than the Parties and their respective officers and employees who have a need to know such Confidential Information for purposes of any Potential Transaction) without the Furnishing Party’s prior written consent, and (b) to promptly return Confidential Information to the Furnishing Party if requested to do so by the Furnishing Party. Each Party as a Receiving Party shall inform its officers and employees (the "Representatives") who have permitted access to Confidential Information, of its confidential nature and the obligations included in this Agreement. Each Receiving Party shall be responsible for any breach of this Agreement by such Receiving Party’s Representatives. The Parties also agree to keep confidential the contents of this Agreement and the fact that they are in discussions regarding a Potential Transaction. Confidential Information shall remain the property of the Furnishing Party.

3. Nothing in this Agreement should be read or interpreted to alter, replace or supersede any other confidentiality or non-disclosure agreement between RxB, Consultant and/or Client, including without limitation, any Business Associate Agreement or subcontract confidentiality agreement related to the handling of PHI and to comply with the privacy and security rules and regulations related thereto. The parties may modify this Agreement only in writing signed by each Party’s authorized representative.

RxBenefits, Inc. C2 Solutions

By: ____________________________________________ By: ________________________________

Title: Director – Compliance & Legal Affairs Title: ________________________________

Client: ______________________________________

By: __________________________________________

Title: ________________________________________