NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is made effective upon receipt of the email agreement from Customer ("**Effective Date**"), by and between Omnicell Specialty Pharmacy Services, Inc., successor-in-interest to Recept Healthcare Services, LP, a Delaware corporation having a business address of 1620 West Northwest Highway Suite 100, Grapevine, TX 76051 ("**OSPS**"), and Customer ("**Customer**," each individually referred to as a "**Party**," and together OSPS and Customer are the "**Parties**" to the Agreement). By sending an email confirming agreement to these terms from Customer, Customer hereby accepts and agrees to be bound by this Agreement as further stated herein.

1. Purpose: OSPS and Customer wish to explore a business possibility ("**Purpose**") under which each Party may disclose (in such instance, "**Discloser**") its Confidential Information (as defined herein) to the other Party ("**Recipient**").

2. Definition of Confidential Information:

   2.1. "**Confidential Information**" means all non-public, confidential, or proprietary information that is disclosed (whether orally, accessed in written, electronic, or other form or media, or otherwise), before or after the Effective Date, by Discloser to Recipient that a reasonable person would consider confidential or proprietary given the nature of the information and the Parties' businesses and regardless of whether or not such information was marked, designated, or otherwise identified as "Confidential". Confidential Information includes, without limitation, any, or any representation, of the following: (a) access to, demonstration of, or engagement with an OSPS product, service, or solution offerings (whether generally available, non-public, in development, in consideration, or otherwise), (b) business or technology plans, idea sessions, engagement, advanced launch information, or similar items; (c) all information concerning the past, present, and future business affairs of the Discloser, including, without limitation, finances, customer information, supplier information, pricing, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies; and (d) any technical data, unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property; (e) the existence and terms of this Agreement; (f) that Confidential Information has been made available to Recipient or its Representatives (as defined herein), or that Recipient has inspected any portion of the Confidential Information; (g) the conclusions of Recipient and its Representatives evaluation of the Confidential Information, or that discussions or negotiations may be, or are, underway between the Parties regarding the Confidential Information or the Purpose, including the status thereof; (g) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to the Confidential Information or the Purpose, including the status thereof; (h) any third-party confidential information included with, or incorporated in, any information provided by the Discloser to the Recipient; and (f) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials (the "Notes") prepared by or for the Recipient that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing.

   2.2. **Exclusions.** Confidential Information does not include information, technical data or know-how to the extent which (a) is in the possession of Recipient, free of any obligation of confidence at the time of disclosure; (b) becomes publicly available other than as a result of any act or omission of Recipient; (c) can be shown to have been developed by employees or agents of Recipient, independent of and without reference, in whole or in part, to any Discloser Confidential Information, or (iv) is approved for release in writing by Discloser. Recipient has the burden of proving by clear and convincing evidence that any exclusion it claims under this Section 2 applies.

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3. Non-Disclosure of Confidential Information.

3.1. Recipient will retain Discloser's Confidential Information in confidence and will not disclose Discloser's Confidential Information to any party other than its directors, officers or employees, legal counsel, or third-party auditors (collectively, "**Representative(s)**"); provided that such Representative (a) has a need to know the information, (b) has been advised of the confidential nature of the information, and (c) is under an obligation of confidentiality no less restrictive than the obligations contained in this Agreement and an obligation to use the information solely to assist the Recipient it represents in performing its obligations under or realizing the benefits contemplated for such Party under this Agreement. Recipient is responsible for any of Representatives' acts, omissions, or breach of, or with respect to, this Agreement.

3.2. Recipient will: (a) maintain the confidentiality of Confidential Information in its possession using at least the degree of care and security it uses to maintain the confidentiality of its own confidential or proprietary information, but in no event less than commercially reasonable standard of care; (b) use the Confidential Information only for the Purpose and as expressly permitted by this Agreement; (c) not use the Confidential Information in connection with the buying, selling or trading in OSPS securities; (d) not analyze, disassemble or reverse engineer any Confidential Information of the Discloser, or cause or encourage any Confidential Information of the Discloser to be analyzed, disassembled or reverse engineered by any third party; (e) reproduce and maintain on any copies of any Confidential Information such proprietary legends or notices (whether of Discloser or a third party) as are contained in or on the original or as the Discloser may otherwise reasonably request; and (f) promptly notify Discloser of any inadvertent unauthorized use or disclosure of the Confidential Information and take prompt and effective steps to prevent a recurrence of such unauthorized use or disclosure.

3.3. Nothing in this Agreement will prohibit Recipient from disclosing Confidential Information if legally required to do so by a valid judicial or governmental order, provided that (if not prohibited by law or such judicial or governmental order) Recipient will give Discloser prompt notice and cooperate with Discloser in the event that Discloser elects to contest such disclosure or seek a protective order at Discloser's sole expense with respect thereto. If, in the opinion of Recipient's counsel, disclosure of Confidential Information is compelled, Recipient will (a) disclose such Confidential Information only to the extent reasonably required to address and accomplish the purpose(s) set forth in the valid judicial or governmental order; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. Ownership. Unless expressly stated otherwise herein, as between the Parties, all Confidential Information is and will remain the sole and exclusive property of Discloser. Disclosure by Discloser of Confidential Information will not be deemed to confer any rights to that Confidential Information to Recipient. Recipient agrees that nothing contained in this Agreement will be construed as granting to Recipient, by implication or otherwise, a license or any other right or relationship with respect to Discloser's Confidential Information, the possession or use thereof, or any proprietary right (patent, copyright, trade secret, or other intellectual property right), patent applications or any claims of patent now or hereafter filed or issued with respect to the Confidential Information. Each Party will not seek proprietary rights and protection in respect to the other Party's Confidential Information.

5. OSPS's Pre-Existing Internal Development Activities. Prior to the Effective Date, OSPS may have been independently developing solutions in the same field as part of OSPS's ongoing innovation efforts. To the extent this occurred, this work and development predate OSPS's discussions with Customer and is being conducted without reliance on any Confidential Information from Customer. The Parties acknowledge that both OSPS and Customer are free to independently pursue solutions in this space, provided that no Confidential Information is misused.

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6. No Warranty. Confidential Information is provided "as is." Discloser disclaims all express, implied, or statutory warranties, including all implied warranties of merchantability, noninfringement, fitness for a particular purpose, title, accuracy or completeness.

7. Term and Termination. This Agreement will continue in full force and effect until terminated by either Party upon 90 days' prior written notice. Any expiration or termination of this Agreement will not alter the rights or obligations of the Parties arising during the term of this Agreement with respect to Confidential Information disclosed by Discloser to Recipient prior to such expiration or termination, which rights and obligations will continue in full force and effect until the information no longer meets the definition of Confidential Information or 10 years from termination or expiration date, whichever is later. Notwithstanding the foregoing, the obligations of confidentiality for any item of proprietary information which constitutes a trade secret under applicable law will remain in full force and effect for so long as such information remains a trade secret under applicable law.

8. Return of Information. Upon expiration or termination of this Agreement for any reason, any Confidential Information disclosed to Recipient by Discloser will be returned to Discloser, or destroyed by Recipient and, upon request, confirmation or a certificate of such destruction provided to Discloser. Notwithstanding anything contained herein, Recipient may retain copies of Confidential Information in accordance with its legal, compliance, archival, or backup policies and procedures. Any Confidential Information so retained by Recipient pursuant to the foregoing will continue to be held in confidence by Recipient in accordance with the terms of this Agreement.

9. Remedies; Injunctive Relief. The Parties acknowledge that these covenants are reasonable and necessary for the protection of the proprietary interests of each Party. The Parties further agree that Confidential Information is valuable and unique and that disclosure in breach of this Agreement may result in irreparable injury to Discloser for which remedies at law may be inadequate. In the event of a breach or threatened breach of the terms of this Agreement, Discloser will be entitled to, and Recipient consents to the granting of, an injunction prohibiting any such breach, whether temporary, preliminary or final, without proof of actual damages, posting of a bond, or showing of likelihood of success on the merits. Any such relief will be in addition to and not in lieu of any other appropriate relief available to Discloser at law or in equity, including an award of money damages.

10. General Provisions. This Agreement will be governed in accordance with the laws of the state of Delaware, without reference to conflict of laws principles. The rights and obligations of the Parties under this Agreement may not be assigned without the written consent of the non-assigning Party. Notwithstanding the foregoing, OSPS may, upon written notice to Recipient, assign all of its rights and delegate all of its duties under this Agreement to: (a) an affiliate or in connection with an internal reorganization; (b) the surviving entity in a merger, sale, consolidation, or combination; or (c) an entity that acquires all or substantially all of OSPS's assets. This Agreement is binding upon the Parties' successors and assigns. This Agreement constitutes the entire agreement of the Parties hereto regarding the subject matter hereof and, except for those contained in any separate definitive agreement executed by the Parties hereto for the license, sale, or provision of OSPS products or services, supersedes all previous oral or written understandings, agreements or negotiations with respect to the subject matter herein. Those sections that by their nature are intended to survive termination or expiration of this Agreement will so survive. This Agreement may be amended or modified only in a writing signed by both parties. A waiver by either Party of any provision or right under this Agreement will not constitute a waiver with respect to any subsequent similar or dissimilar occurrence. No delay in acting with regard to any breach of any provision of this Agreement will be construed to be a waiver. The Parties understand that there is no obligation or commitment by the parties to enter into any agreement subsequent to this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision will be construed in a manner so as to render it enforceable and effective to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. This Agreement may be

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executed in counterparts, including by digital or electronic means, and each of which will be deemed to be one and the same agreement.

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