

	TITLE: Confidentiality Policy	
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1. Purpose

To identify the requirements of and provide guidance with respect to the confidentiality of information obtained in the course of employment.

2. Scope

Applies to all Premier, Inc. and subsidiary, related, affiliated and managed companies' proprietary, sensitive and confidential information.

3. Applicability

All employees of Premier, Inc. and subsidiary, related, affiliated and managed companies.

4. Definitions

Nonpublic – Information that is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors through such media as Dow Jones, Thomson Reuters, The Wall Street Journal, the Associated Press or United Press International. The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination.

In addition, even after a public announcement of material information, a reasonable period of time must elapse in order for the market to react to the information. Generally, two full trading days following publication is viewed as a reasonable time period before such information is deemed to be public. Therefore, if an announcement is made before the commencement of trading on a Monday, an employee (as an example) may trade in Company Securities starting on Wednesday of that week, because two full trading days would have elapsed by then (all of Monday and Tuesday). If the announcement is made on Monday after trading begins, the employee may not trade in Company Securities until Thursday. If the announcement is made on Friday after trading begins, the employee may not trade in Company Securities until Wednesday of the following week.

Proprietary, Sensitive and Confidential Information – (1) Information not publicly known, including but not limited to, Premier's business plans, pricing information, proposals, studies, forecasts, market analyses, financial performance or financial condition, financial projections and data, recommendations, acquisition activities, negotiating strategies and positions, due diligence review and reports, and request for proposals and responses thereto; (2) information if utilized incorrectly could result in substantial harm, embarrassment, inconvenience or unfairness to an individual; (3) any information which is protected by a confidentiality agreement or contract provision that Premier has executed or entered into; (4) any information provided to employees with the express direction that it be kept confidential; and (5) any other information that is or would be deemed to be "Material" and "Nonpublic" under the Premier Insider Trading Policy.

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POLICY

1. In general, proprietary, sensitive and confidential information may not be divulged without express permission to anyone except others known to be authorized to have the information, such as other authorized Premier employees, until such time as the information becomes generally available publicly outside Premier. Employees should err on the side of non-disclosure if there is any uncertainty regarding authorization of the recipient in question.
2. Employees should not provide to any external party, without a clear bona fide right to know, any proprietary, sensitive or confidential information relating to Premier, its stockholders, affiliate and customer organizations, its suppliers, or its plans and transactions.
 - 2.1. Laws and regulations prohibit the release of some information under certain conditions, and other information is covered by confidentiality provisions in Premier group purchasing and service agreements. Employees should be aware of the applicable laws, regulations and contractual requirements.
 - 2.2. Beyond protecting information covered by laws or contracts, however, employees must be sensitive to the detrimental and damaging effects of improperly sharing information, speculating with others about company activities or furthering rumors.
3. In addition to the proprietary, sensitive and confidential information of Premier, employees are obliged to protect the non-public confidential information of owners, affiliates, customers and suppliers of Premier that is provided to Premier in conjunction with services, proposals or other business relationships. Such information may include comparative data, responses to requests for information (RFI), requests for quotes (RFQ) and requests for proposals (RFP), strategic plans and protected health information (PHI) for example.
 - 3.1 In general, Premier assures these parties it will protect the confidentiality of such information, and employees shall not disclose it to external parties without express permission. When PHI is included, employees should refer to enterprise data stewardship policies for requirements regarding the Health Insurance Portability and Accountability Act (HIPAA).
4. The improper disclosure, direct or indirect, of proprietary, sensitive and confidential Premier information and confidential information provided to Premier by an owner, affiliate, customer or supplier is grounds for disciplinary action that may include dismissal. In addition, certain disclosures in violations of the Premier Insider Trading Policy could result in criminal prosecution by the federal government.
5. Employees or other persons who represent Premier may be asked at Premier's direction to enter into specific confidentiality agreements relating to their duties or relations with the company.