

# **EXHIBIT 1**

## CONFIDENTIALITY AGREEMENT

The undersigned (“Recipient”) has requested that Vitamin World, Inc. (the “Company”) furnish Recipient with, or cause Recipient to be furnished with, certain Confidential Information (as defined below), in connection with Recipient’s evaluation of a potential business transaction involving the Company and Recipient (a “Transaction”). As a condition to furnishing such Confidential Information, the Company has required that Recipient execute this Confidentiality Agreement (the “Agreement”) to evidence its agreement to be bound as follows:

1. The term “Confidential Information” means all confidential, proprietary or non-public information disclosed by or on behalf of the Company, whether disclosed prior to or after the date of this Agreement, including, but not limited to: (i) trade secrets; (ii) financial information; (iii) the identity of the Company; (iv) the fact that the Company has retained Lazard Middle Market LLC (“LMM”) as an advisor; (v) the fact that the Company is considering a number of strategic alternatives; (vi) the fact that information has been provided or discussions are taking place; and (vii) information gained as the result of any inspection of the business of the Company and/or interviews with employees or representatives of the Company. Confidential Information does not include: (a) information that is published or otherwise becomes available to the general public through no act or failure to act on the part of Recipient or any third party who gains access to such information via Recipient; (b) information that was available to Recipient prior to the time of disclosure by or on behalf of the Company; or (c) information that is subsequently acquired by Recipient on a non-confidential basis from a third party who, to Recipient’s knowledge, has a bona fide right to make such information available to Recipient without restriction.
2. Recipient agrees that the Confidential Information shall be used only for the purpose of evaluating and negotiating a Transaction, and shall not be used for any other purpose.
3. Recipient agrees to hold all Confidential Information in trust and confidence and not to disclose any Confidential Information to any third party except as provided herein. Recipient may share Confidential Information only with a limited number of Recipient’s directors, partners, officers, employees, financing sources, legal counselors, consultants and agents (“Representatives”) who need to know such information in connection with the Transaction. Recipient will not disclose Confidential Information to Recipient’s affiliates unless and until approved in writing by the Company. Recipient will (x) inform each Representative who is given access to Confidential Information of the confidential nature of the Confidential Information and (y) direct each such Representative to treat such information confidentially. Recipient agrees to be responsible for all breaches of this Agreement by those who gain access to Confidential Information via Recipient. In the event that Recipient is required by law or regulation to disclose any Confidential Information, Recipient will: (i) to the extent permitted by law and regulation, provide the Company with prompt notice of such requirement prior to the disclosure; (ii) give the Company all available information, reasonable assistance and necessary authority to enable the Company to take the measures that the Company, in its sole discretion, may deem appropriate or necessary to protect the Confidential Information from disclosure; (iii) limit what is disclosed to the maximum extent possible under law or regulation and (iv) use commercially reasonable efforts, at the Company’s expense, to obtain assurances that any Confidential Information disclosed will be accorded confidential treatment.
4. At the conclusion of our discussions, or upon demand by the Company or LMM, all Confidential Information, including the Confidential Memorandum for the Company, copies, written notes, photographs, and memoranda, produced or taken by Recipient in connection with its investigation of

the Company, shall be either destroyed or returned, at the Recipient's sole discretion, to the Company, unless otherwise authorized by the Company. Destruction of materials containing Confidential Information shall be certified by an officer of Recipient, if so requested.

5. LMM will arrange for appropriate contacts for due diligence and all other proposals, and any communications regarding a Transaction or requests for information will be submitted exclusively to LMM or a Company designated Representative.
6. Recipient acknowledges that neither the Company nor LMM, and none of the respective officers, directors, employees, affiliates or controlling persons of the Company or LMM, makes any express or implied representation or warranty as to the completeness and accuracy of any Confidential Information, and Recipient agrees that none of such persons shall have any liability to Recipient or any of Recipient's Representatives relating to or arising out of any use of any Confidential Information or for any errors therein or omissions therefrom. Recipient agrees that Recipient shall be entitled to rely solely on such representations and warranties as may be made by the Company to Recipient in a definitive agreement relating to a Transaction, if any, and then only subject to the terms and conditions of such agreement.
7. Without the written consent of the Company, Recipient and its Representatives shall not for a period of eighteen months from the date hereof solicit for employment any employees of the Company or any of its affiliates. Nothing contained herein shall preclude the hiring of any such employee who: (i) Recipient was in discussions with regarding possible employment prior to the signing of this Agreement; (ii) responds to a general solicitation of employment through an advertisement not targeted specifically at the Company or its employees; or (iii) is referred to Recipient by search firms, employment agencies, or other similar entities, provided that such entities have not been specifically instructed by Recipient to solicit the employees of the Company.
8. Neither the Company nor any of its representatives (including LMM) shall be under any obligation to enter into any further agreements with Recipient or its Representatives as a result of this Agreement or to enter into a Transaction with Recipient. The Company and its representatives shall be free at all times to conduct the process in respect of any potential business transaction involving the Company in their sole discretion and to enter into any agreements, including without limitation in respect of any potential business transaction, with any other party.
9. No failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Recipient agrees that money damages may not be a sufficient remedy for any breach of this Agreement by Recipient or its Representatives, and that in addition to all other remedies the Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach. Recipient further agrees to waive, and to use reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.
10. Recipient is executing this Agreement for the benefit of the Company, which shall be entitled to enforce this Agreement. The Company has the right to assign all of its rights under this Agreement to any of its affiliates or to a successor in interest to the business of the Company, including the right to enforce this Agreement, and Recipient hereby consents to such assignment.

11. This Agreement shall be governed by the laws of the State of New York without regard to the conflicts of laws principles thereof.
12. Paragraphs 2, 3 and 5 of this Agreement shall terminate and be of no further force or effect after the second anniversary of the date hereof.
13. Recipient acknowledges that it is (i) aware that the United States securities laws prohibit any person who has material nonpublic information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities and (ii) familiar with the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder and agree that Recipient will neither use, nor cause any third party to use, any Evaluation Material in contravention of such Act or any such rules and regulations, including Rules 10b-5 and 14e-3.

In witness whereof, the undersigned has executed this Agreement for the benefit of the Company as of the date indicated below.



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By: Centre Lane Partners, LLC

Name: Nathan Richey

Title: Authorized Signatory

Date: 9/2/2015

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New York, NY 10165

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