

**HUMANA INC.
STUDENT CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT made as of Sep-12, 2019 ("Effective Date") between Chengjun Liu, a student pursuing graduate studies at USC and residing at 3480 San Marino St. ("Student") and Humana Inc., a Delaware corporation having an office at 500 W Main Street, Louisville, Kentucky 40202 ("Humana").

BACKGROUND

- A. Humana, in collaboration with Texas A&M University, is sponsoring the *Humana-Mays Health Care Analytics 2019 Case Competition* (the "Competition") for Students enrolled part or full-time in an accredited Master of Science, Master of Arts, Master of Information Systems, Master of Public Health, Master of Business Administration program, or other similar masters programs that educate students in business, healthcare, or analytics at an educational institution based in the United States are eligible to enter. Employees of Humana Inc. are not eligible to participate;
- B. Student is a participant in the Competition;
- C. Humana possesses certain Confidential Information as defined below;
- D. The Competition is designed to allow participants the opportunity to solve real-world business problems, and as such may involve the disclosure of Humana's Confidential Information to participants; and
- E. The parties want to protect the Confidential Information against any unauthorized or uncontrolled disclosure and against any unauthorized or uncontrolled use.

THEREFORE, the parties agree as follows:

1. DEFINITIONS

"Confidential Information" means proprietary and confidential information to include all internal business practices, software, information contained on networks, LANs, computers or other magnetic or optical media, devices, concepts, prototypes, inventions (some of which may be patentable), patent applications, designs, know-how, plans for development of new technology, procedures, informational plans, strategies, business records, including but not limited to information and databases concerning members, providers, reimbursements, rates, products,

pricing, the identity of Humana's customers, any and all data identifying Humana customers either individually or as a group, including but not limited to, claims, rating, health information, and identifiable nonpublic personal information, Humana's methods of doing business, and financial information regarding Humana's customer contracts, both detailed information and the basic nature of the information, and contracts or business methods, in any form whatsoever.

Confidential Information does not include information:

- (i) that is, at the time of the disclosure, available to the general public;
- (ii) that becomes, at a later date, available to the general public through no fault of Student;
- (iii) that Student can demonstrate was in his or her possession in documented form before having received it;
- (iv) that is disclosed to the recipient without restriction or disclosure by a third party who has the lawful right to disclose such information.

2. PROTECTION OF CONFIDENTIAL INFORMATION

- A. Student shall hold the Confidential Information in strict confidence, shall not disclose the Confidential Information to any person who is not a team member, and shall not use or disclose the Confidential Information for any purposes other than the discussions and development of work in connection with the Competition; provided, however, that Student's disclosure of his or her work product will not be a violation of this Agreement.
- B. Nothing contained herein shall be understood or construed as granting to Student a license or any other right to exploit the Confidential Information or any resulting work products. Student shall not use the Confidential Information or any work products that are created in connection with the Confidential Information for any purpose other than to fulfill requirements of the Competition; provided, however, that Student's use of his or her work product in a professional portfolio will not be a violation of this Agreement.
- C. Student shall be permitted to disclose Confidential Information to the extent such disclosure is required by any law, rule, or regulation or to comply with any subpoena, search warrant, order or directive of any court, arbitrator, or governmental or regulatory body or agency, provided that:
 - (i) Student notifies Humana sufficiently in advance of such disclosure to give Humana a reasonable opportunity to seek and obtain a protective order or otherwise protect the confidentiality of and limit the further disclosure and use of Confidential Information; and
 - (ii) Student reasonably cooperates with Humana in seeking and obtaining such protective order and protecting the confidentiality of and limiting the further disclosure and use of such Confidential Information.

3. REMEDIES

Student agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by Student and that Humana shall be entitled to seek enforcement of this Agreement by injunctive and other available relief, including, without limitation, specific performance.

4. TERM

- A. This Agreement shall remain in effect for five (5) years from the Effective Date unless terminated earlier upon thirty (30) days written notice by either party.
- B. Student's obligations of confidentiality and restrictions on use of the Confidential Information shall survive termination or expiration of this Agreement.
- C. Upon termination or expiration of this Agreement, all databases, files, records, notes, devices and other items provided to Student by Humana that disclose or embody Confidential Information shall be returned to Humana or destroyed by Student.

5. MISCELLANEOUS

- A. This Agreement shall be binding upon the parties, their directors, officers, employees, agents, and representatives, and their successors and assigns.
- B. This Agreement shall be governed by the laws of the Commonwealth of Kentucky.
- C. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior agreements, arrangements and understandings of the parties, whether written or oral, with respect to the subject matter. The parties may amend, modify, or supplement this Agreement only in writing signed by Humana and Student or one of their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Humana, Inc.
("Humana")

("Student")

Signature

Signature

Printed Name

Printed Name

Title

Date

Date