

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”), dated as of June 1, 2021 (the “Effective Date”), is made and entered into by and between Gainwell Technologies LLC (together with its affiliates, the “Disclosing Party”) and the other party signatory hereto (“you”, “your” or the “Receiving Party”).

WITNESSETH:

WHEREAS, the Disclosing Party completed its acquisition of HMS Holding Corp.(the “Merger”) on the Effective Date;

WHEREAS, in connection with employment of the Receiving Party by Cotiviti, Inc. or one of its affiliates (“Cotiviti”) after giving effect to the Merger, the Receiving Party will have access to the Disclosing Party’s information technology systems that will provide the Receiving Party with access to certain confidential information regarding the Disclosing Party and its affiliates that is not necessary to perform Receiving Party’s work for Cotiviti; and

WHEREAS, the Disclosing Party is willing to permit access to such information to you only for the purpose of facilitating your employment by Cotiviti and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Disclosing Party and the Receiving Party hereby agree as follows:

1. Non-Access Agreement; Proprietary Information; Other Defined Terms.

(a) You agree not to access information of the Disclosing Party in the Disclosing Party’s information technology systems that is not necessary to perform your work for Cotiviti. All information of the Disclosing Party that is furnished directly or indirectly (including by means of your access to the Disclosing Party’s information technology systems) by the Disclosing Party to you in connection with your employment by Cotiviti, whether or not marked as confidential, whether furnished on or after the date hereof, whether oral, written or electronic, and regardless of the manner in which it is furnished, together with the portion of any notes, reports, summaries, analyses or other materials prepared by you that contain, reference, reflect or are based upon, in whole or in part, any such information so furnished to you, is referred to herein as “Proprietary Information”; *provided, however*, that “Proprietary Information” does not include information that (i) was or becomes available to you on a non-confidential basis, and to your knowledge has not been provided in violation of any express legal, fiduciary or contractual duty, from a source other than the Disclosing (*provided* that such other source is not known by you to be bound by a confidentiality obligation to the Disclosing Party or any of its affiliates), (ii) was, is or becomes generally available to or known by the public (other than as a result of a breach by you of this Agreement or a violation by you of any other non-use or confidentiality obligation), (iii) was previously in your possession (*provided* that such information is not known by you to be subject to another confidentiality agreement or other obligation of secrecy to the Disclosing Party or any of its affiliates with respect to such information), or (iv) is or was independently developed by you without derivation from,

reference to or reliance upon the Proprietary Information and without your violation of any of the confidentiality obligations under this Agreement (and unless otherwise excluded by clauses (i) through (iii) above).

(b) As used in this Agreement, (A) the term “person” shall be broadly interpreted to include, without limitation, any corporation, company, limited liability company, partnership, joint venture, trust, other entity or individual and (B) the term “affiliate” shall have the meaning ascribed thereto in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

2. Use and Disclosure of Proprietary Information. Except as (a) otherwise permitted under this Agreement, (b) otherwise agreed to in writing by the Disclosing Party, or (c) required or requested, as applicable, by applicable law or regulation or by legal, judicial, regulatory or administrative process (by oral questions, depositions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) (“Legally Required”), but in any such case described in the foregoing clause (c), only in accordance with paragraph 3 below, you shall (i) keep all Proprietary Information confidential and not disclose or reveal any Proprietary Information to any person, and (ii) not use any Proprietary Information for any purpose other than in connection with your employment by Cotiviti.

3. Legally Required Disclosure. In the event that you should be Legally Required to disclose any Proprietary Information, you shall, to the extent legally permissible and practicable under the circumstances and in advance of such disclosure, provide the Disclosing Party with prompt written notice of such requirement. You also agree, to the extent legally permissible and practicable under the circumstances, to provide the Disclosing Party, in advance of any such disclosure, with a list of any Proprietary Information that you intend to disclose (and, if applicable, the text of the disclosure language itself) and to cooperate with the Disclosing Party, at the Disclosing Party’s sole cost and expense, to the extent it may seek to limit such disclosure, including, if requested, taking all reasonable steps to resist or avoid any such legal, judicial, regulatory or administrative process. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Disclosing Party after a request in writing therefor is made by you (such request to be made as soon as reasonably practicable to allow the Disclosing Party a reasonable amount of time to respond thereto), you are Legally Required to disclose any Proprietary Information in any legal, judicial, regulatory or administrative process to avoid censure or penalty, you (a) will exercise commercially reasonable efforts to obtain assurance, at the Disclosing Party’s sole cost and expense, that confidential treatment will be accorded to that Proprietary Information, and (b) may disclose, without liability hereunder, such portion of the Proprietary Information that, according to the advice of your counsel, is Legally Required but only to the persons to whom such disclosure is so required (the “Permitted Disclosure”); *provided, however*, that, prior to such disclosure, you shall have (i) provided the Disclosing Party with the text of the Permitted Disclosure as far in advance of its disclosures as is practicable under the circumstances (it being understood that you may rely on advice of counsel in connection therewith and following such advice shall not be a breach of such foregoing provisions) and (ii) considered in good faith the Disclosing Party’s suggestions concerning the scope and nature of the information to be contained in the Permitted Disclosure.

4. Reserved.

5. No Representations Regarding Proprietary Information.

(a) You understand and agree that the Disclosing Party does not make any representation or warranty, express or implied, on which you may rely as to the accuracy or completeness of the Proprietary Information for your purposes. You agree that neither the Disclosing Party shall not have any liability whatsoever to you from the use of the Proprietary Information or any errors therein or omissions therefrom.

(b) Without limiting the generality of paragraph 5(a) above, the Proprietary Information may include certain statements, estimates and projections with respect to the anticipated future performance of the Disclosing Party or its affiliates. Such statements, estimates and projections reflect various assumptions made by the Disclosing Party, which assumptions may or may not prove to be correct, and are subject to various risks and uncertainties. No representations, warranties or assurances are made by the Disclosing Party as to such assumptions, statements, estimates or projections, including any budgets, and you hereby waive any claims in respect thereof.

6. Return or Destruction of Proprietary Information. Upon the Disclosing Party's written request (email being sufficient), you shall (and shall direct any other person to whom you have disclosed any Proprietary Information, whether or not such disclosure was permitted hereunder, to) promptly (and in any event within five business days) either (at your option) return to the Disclosing Party or destroy (and certify in writing to the Disclosing Party by an authorized officer or signatory supervising such destruction) all copies or other reproductions of Proprietary Information in your possession or any other person to whom you have disclosed any Proprietary Information, whether or not such disclosure was permitted hereunder, and shall not retain any copies or other reproductions, in whole or in part, of such materials. Notwithstanding the return or destruction of Proprietary Information required by this paragraph 6, you shall continue to be bound by all duties and obligations hereunder in accordance with the terms hereof.

7. Miscellaneous.

(a) The waiver of any right, power or privilege of any party hereunder, and the consent to any action that requires the consent of any party hereunder, shall be effective only if given in writing by the party waiving such right, power or privilege or the party granting such consent. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Any assignment of this Agreement by any party without the prior written consent of the other party shall be void. This Agreement (i) may be amended or modified only in a written instrument executed by the parties, and (ii) shall, except as otherwise specifically set forth herein, cease to be effective two years after the date hereof.

(b) Each party acknowledges that irreparable damage may occur to the other if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each party agrees that the other party, without prejudice to any rights and remedies otherwise available, shall be entitled to seek equitable relief, including, without limitation, specific performance and injunction, in the event of any breach or

threatened breach by the other party of the provisions of this Agreement without proof of actual damages.

(c) Each party agrees that no failure or delay by the other party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

(d) If any provision contained in this Agreement or the application thereof to you, the Disclosing Party or any other person or circumstance shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement, or the application of such provision to such persons or circumstances other than those as to which it has been held invalid, illegal or unenforceable, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, such invalid, illegal or unenforceable provision shall be replaced with one that most closely approximates the effect of such provision that is not invalid, illegal or unenforceable. Should a court refuse to so replace such provision, the parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties hereto.

(e) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED IN THAT STATE. Each party hereto irrevocably and unconditionally consents to submit to the exclusive personal jurisdiction of the courts of the State of Delaware and the United States of America, in each case located in the county of New Castle, Delaware, for such actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any such action, suit or proceeding except in such courts). Notwithstanding the foregoing, any party hereto may commence an action, suit or proceeding with any governmental entity anywhere in the world for the sole purpose of seeking recognition and enforcement of a judgment of any court referred to in the preceding sentence. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby in the courts of the State of Delaware and the United States of America, in each case in the county of New Castle, Delaware, and further waives the right to, and agrees not to, plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that a party has breached this Agreement in a final, non-appealable order, then such breaching party shall be liable for, and shall pay, the reasonable legal fees, costs and expenses that the non-breaching party has incurred in connection with such litigation, including any appeal therefrom.

(f) For the convenience of the parties, this Agreement may be executed by PDF, facsimile or other electronic means and in counterparts, each of which shall be deemed to

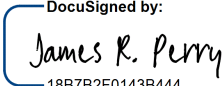
be an original, and both of which, taken together, shall constitute one agreement binding on both parties hereto. Minor variations in the form of the signature page, including footers, headers or form of a given signature block, shall be disregarded and not construed to undermine a party's agreement to the terms and conditions of this Agreement, the effectiveness of such party's signature or the entry into this Agreement by such party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as a duly authorized representative of the party indicated.

DISCLOSING PARTY

GAINWELL TECHNOLOGIES LLC

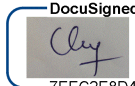
By:  5/19/2021
18B7B2F0143B444
Name: James R. Perry
Title: Chief Procurement Officer

Acknowledged and agreed as of the date first written above by:

RECEIVING PARTY

Chaitanya Reddy

Name Printed

 5/21/2021
7EEC2E8D45A945E
Signature