

## **CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT**

In addition to any other confidentiality and intellectual property provisions in this Participation Agreement or the Supplier Agreement, the Supplier agrees that Supplier shall require each Supplier Employee assigned to Client to execute the below Confidentiality and Intellectual Property Agreement, as Client may update it from time to time. Supplier agrees that it shall require this signature (as well as any signatures on any updated version of the form) as a condition of the assignment to Client.

In exchange for the provision to me of access or continued access to me to Confidential Information, as defined below, by Blue Cross and Blue Shield of South Carolina, or any of its subsidiaries and affiliates, hereinafter collectively referred to as CLIENT, I, [REDACTED], do hereby agree to the following:

1. I understand that Confidential Information as used in this Agreement is defined as information belonging to or in the possession of CLIENT or to which I may have access as a result of my assignment to CLIENT that is not generally known or reasonably ascertainable by proper means by the public, including, but not limited to, business practices, underwriting practices, product development, claims processing procedures, past, present or potential future customer or vendor information, lists and data, trade secrets, manner of operations, electronic data processing systems, policies, procedures, business plans, marketing plans, computer programs, product development reports, sales reports, past, present or potential litigation, or any other information or business of the CLIENT that a reasonable person would believe to be confidential. Confidential Information may belong to CLIENT or a third party. Examples of third parties are vendors of CLIENT, clients of CLIENT, customers of CLIENT, embers or beneficiaries of CLIENT, any Blue Cross or Blue Shield plan, and the BlueCross BlueShield Association.
2. (a) I acknowledge and agree that THIS AGREEMENT IS NOT A CONTRACT OF EMPLOYMENT and that I am not employed by CLIENT and, during my assignment to CLIENT, will not be employed by CLIENT. Instead, I acknowledge and agree that I am and, during my assignment to CLIENT, will be employed by a separate entity who has assigned me to perform work at CLIENT's premises ("Assigning Entity") pursuant to a contract between CLIENT and my employer.  
(b) During the term of this Agreement, I will not either directly or indirectly disclose to any person, firm, corporation or entity other than CLIENT or my employer who is assigning me to CLIENT any Confidential Information, except as required by my assignment to CLIENT, as permitted by Section 15, or as otherwise required by law.
3. I acknowledge that the Privacy Act of 1974, as amended, may govern some of the Confidential Information to which I will be exposed as a result of my assignment to CLIENT. I understand and agree that, during the term of my assignment and at any time thereafter, I will not either directly or indirectly disclose to any person, firm, corporation or entity other than CLIENT and my employer who is assigning me to CLIENT or use for my own or anyone else's benefit, Confidential Information concerning any individual whose records are maintained by the CLIENT due to its role as a government contractor (e.g., TRICARE, Medicare, etc.), except as such disclosure is permitted by the Privacy Act, authorized by the CLIENT and otherwise compliant with applicable law.
4. I acknowledge and agree that some of the Confidential Information to which I will have access as a result of my assignment to CLIENT constitutes or may constitute individually identifiable information, protected health information and/or nonpublic personal financial information, the use and disclosure of which is governed by the Health Insurance Portability and Accountability Act and any of its administrative simplification regulations, the Gramm-Leach-Bliley Act and any of its implementing regulations, the Health Information Technology for Economic and Clinical Health Act and any of its implementing regulations and other state and federal information privacy, security, breach notification, or confidentiality laws. I agree that during my assignment to CLIENT, and at any time thereafter, I will not either directly or indirectly disclose to any person, firm, corporation or other entity, or use for my own or anyone else's benefit, individually identifiable information, protected health information or nonpublic personal financial information concerning any individual whose records are maintained by the CLIENT, except as such disclosure is permitted by law, authorized by the CLIENT, and otherwise compliant with applicable law.

5. (a) I will promptly notify CLIENT's Vice President, Human Resources in writing in the event I breach this Agreement.
  - (b) (i) Except to the extent otherwise permitted by Section 15, if I am required by law to disclose Confidential Information, I will promptly notify CLIENT in writing of the legal requirement to disclose the Confidential Information. I agree that I will give CLIENT this notice at least five (5) business days prior to my disclosure of the Confidential Information, so that CLIENT may appear if need be in any proceeding or action to protect its interests.
  - (ii) Except to the extent otherwise permitted by Section 15, if disclosure of Confidential Information is legally required, I also agree to seek a protective order and/or confidentiality agreement to protect against further use or disclosure of the information, to limit my disclosure of Confidential Information to the information minimally required to be disclosed, and to reasonably cooperate with CLIENT in its efforts to keep the information as confidential as possible.
6. For purposes of this Agreement:
  - (a) The term "Work" shall refer, but not be limited to, the following: any and all ideas, concepts, anonymous works, architectural works, audiovisual works, best editions, collective work, compilation, computer program, copy, derivative work, device, machine, process, business method, joint work, literary work, motion picture, phonorecord, pictorial work, graphic work, sculptural work, pseudonymous work, sound work, work of visual art or other works, whether or not patentable, copyrightable, or registerable.
  - (b) The term "Create" shall be interpreted to refer to the creation, performance, displaying, transmittal, publication, dissemination, or conceiving of any Work.The term "WORK PRODUCT" is defined as the product of all the Work that I, either alone or jointly with others: (i) Created for CLIENT during my assignment to CLIENT for use in CLIENT's business; (ii) Created prior to my assignment to CLIENT, but later, during my assignment to CLIENT, incorporated or fixed into a Work that I, either alone or jointly with others, Created for CLIENT for use in CLIENT's business; (iii) Created during my assignment to CLIENT which relates directly to CLIENT's business; or (iv) Created using, in whole or in part, Confidential Information or CLIENT assets, or time for which CLIENT has paid my employer. Nothing in this Section or Section 7 is intended to transfer to CLIENT any software or other such works, the ownership and title of which, are determined by any software licensing contract in effect between my employer and CLIENT.
7. (a) I agree to disclose in writing promptly to CLIENT any WORK PRODUCT.
- (b) WORK PRODUCT shall be deemed to be work for hire and become, without payment of any royalty (unless set forth by separate written agreement), the sole property of and belong exclusively to CLIENT with CLIENT having the right to obtain and hold in its own name all patent, copyright or trade secret rights thereto, and to register the same and to obtain such other protection as may be appropriate to the subject matter, together with any extension or renewal thereof.
- (c) In the event that WORK PRODUCT shall be deemed not to constitute works made for hire, or in the event that I should, by operation of law, be deemed to retain any rights to any WORK PRODUCT, I do hereby agree to assign all rights, title, and interest in and to such WORK PRODUCT to CLIENT. In addition, any and all right, title and interest that I may have in any pre-existing or other work that is incorporated or fixed into or referenced in any work performed for or delivered to CLIENT are hereby assigned to CLIENT without the necessity of further documentation.
8. I have never been excluded, debarred, suspended, or declared ineligible by the Office of Inspector General (OIG), the General Service Administration (GSA), the General Accounting Office (GAO), Office of Foreign Asset Control (OFAC), the System for Award Management (SAM) or any other governmental agency or database, from receiving federal contracts, subcontractors, financial assistance, benefits, or payments from any of the federal health care programs such as Medicare, Medicaid, or TRICARE. I have never worked for or consulted with any company or individual that has been excluded, debarred, suspended, or declared ineligible by the OIG, GSA, GAO, OFAC, SAM, or any other governmental agency or database, from receiving federal contracts, subcontractors, financial assistance, benefits, or payments from any of the federal health care programs such as Medicare, Medicaid, or TRICARE. I will immediately notify CLIENT in the event he/she is excluded, debarred, suspended, or declared ineligible by any governmental agency from receiving any type of federal funds, assistance, or contracting.

9. During the term of this Agreement, I will not provide materially false statements or omit information in connection with any audit or review of financial statements and will not coerce, mislead or fraudulently influence auditors that could result in financial statements being materially misleading. In addition, I agree to abide by all applicable CLIENT workplace policies, practices, or procedures, whether or not documented.
10. Upon termination of my assignment to CLIENT, I will promptly deliver to CLIENT all assets and equipment assigned to me in working condition, manuals, identification cards, letters, notes, notebooks, reports, records, laptop or other form of portable computer, removable electronic data storage media and all materials containing Confidential Information. I further understand and agree that I do not have any expectation of privacy in any CLIENT equipment or any data or information contained on any CLIENT document or CLIENT equipment.
11.
  - (a) I understand and agree that disclosure of the CLIENT's Confidential and trade secret Information to third parties, and failure to return all of the CLIENT's property to the CLIENT, either upon request or immediately upon ending of my assignment to the CLIENT, may give rise to the ending of my assignment to the CLIENT and/or to a lawsuit against me by CLIENT for damages, injunctive relief and/or specific performance. I acknowledge that the CLIENT's remedy in the form of monetary damages for breach of this Confidentiality Agreement may be inadequate.
  - (b) I agree that CLIENT shall be entitled to bring any action in law or in equity to enforce the terms of this Agreement.
  - (c) I agree that CLIENT shall be able to seek an injunction or other equitable remedy without having to file a bond or other security.
12. The provisions of this Agreement shall be severable, and, if any provision of this Agreement shall be unenforceable or invalid, then the remainder of the provisions of this Agreement shall not be affected thereby.
13. The term of this Agreement shall be the term of my assignment to CLIENT plus an additional period of three years thereafter. Notwithstanding anything to the contrary in this Agreement, the intellectual property ownership and assignation rights granted in Section 6-7 and the provisions of Sections 3-5, 8-14, and 16-17 shall survive termination or other ending of this Agreement.
14. Nothing in this Agreement shall be interpreted to grant me ownership or any other rights in or to the Confidential Information or any CLIENT property or equipment.
15.
  - (a) I understand that nothing in this Agreement should be interpreted to restrict unlawfully my ability to discuss the terms or conditions of my assignment to CLIENT. Furthermore, I understand that nothing in this Agreement is intended to interfere with my right to file a complaint or charge or participate in a proceeding with any appropriate federal state or local government agency enforcing any federal or state laws and/or cooperating with said agency in its investigation or to communicate with such agency. Finally, I understand that nothing in this Agreement is intended to prohibit or restrict my ability to lawfully report waste, fraud, or abuse related to the performance of a government contract to a designated investigative or law enforcement representative of a governmental department or agency authorized to receive such information. To the extent any prior confidentiality agreements related to my assignment to CLIENT can be interpreted to prohibit the activity permitted by this Section, I understand that such agreements are hereby amended to include this Section.
  - (b) Through my signature below, I acknowledge that, through this Agreement, I have been provided notice of the following immunities provided by 18 U.S.C. §1833(b):
    - (i) An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that
      - (A) is made—
        - (1) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and
        - (2) solely for the purpose of reporting or investigating a suspected violation of law; or

(B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(ii) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—

(A) files any document containing the trade secret under seal; and

(B) Does not disclose the trade secret, except pursuant to court order

(c) Through my signature below, I acknowledge that I have been provided access to Company's Our Values policy, which sets forth CLIENT's reporting policy for a suspected violation of law.

16. To the extent I am allowed by law in a confidentiality agreement with CLIENT to consent to the exclusive use of the laws of the state of South Carolina and of the United States, I agree that this Agreement shall in all respects be interpreted, construed and given effect according to the laws of South Carolina and of the United States, without reference to South Carolina's principles of choice of law or that of any other state or jurisdiction.
17. To the extent I am allowed by law in a confidentiality agreement with CLIENT to consent to the exclusive forum of the state or federal courts in Richland County, South Carolina, I agree that any action arising out of or related to this Agreement shall be brought in the federal or state courts in Richland County, South Carolina or in any county and state in the location where my assignment is located, or was last located. Likewise, I hereby irrevocably consent to such jurisdiction and venue and waive any arguments that I may have against such jurisdiction and venue including, but not limited to, those based on lack of personal jurisdiction, improper venue, or *forum non conveniens*. If I am or become a resident of a state or jurisdiction other than South Carolina, I further expressly waive any right to and agree that I will not attempt to collaterally attack enrollment or enforcement of any judgment of the aforesaid courts against me in my home state or jurisdiction.

---

CONTRACTOR SIGNATURE

---

WITNESS (signature)

---

CONTRACTOR PRINTED NAME

---

WITNESS (type or print)

---

ADDRESS

---

ADDRESS

---

DATE

---

DATE