

MUTUAL CONFIDENTIALITY AGREEMENT

between

UNITED HEALTHCARE SERVICES, INC.

and

VERBIO INC.

Dated: 23/12/2014

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MUTUAL CONFIDENTIALITY AGREEMENT

This MUTUAL CONFIDENTIALITY AGREEMENT ("Agreement") is made as of 23/12/2014 (the "Effective Date"), between United HealthCare Services, Inc., a Minnesota corporation with offices at 9900 Bren Road East, Minnetonka, MN 55343 ("UHS"), on behalf of itself and its affiliates, and Verbio Inc, a California Corporation with its principal offices located at 2225 E Bayshore Rd, 200, Palo Alto, CA 94303 ("Company"). Company and UHS may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

A. WHEREAS, Company and UHS are contemplating entering into a relationship whereby Company will participate in an RFP (the "Proposed Business Transaction");

B. WHEREAS, in order to evaluate whether to enter into the Proposed Business Transaction and to proceed with negotiations concerning the Proposed Business Transaction, the Parties will provide certain Confidential Information (as defined below) to each other; and

C. WHEREAS, the Parties agree to provide and use such Confidential Information pursuant to the terms and conditions set forth herein.

In consideration of the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

1. CONFIDENTIAL INFORMATION

1.1 Scope of Confidential Information.

As used in this Agreement, "Confidential Information" means all information that is provided or made available to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the Proposed Business Transaction that concerns the Disclosing Party or its business operations. Confidential Information includes, but is not limited to: inventions, technologies; strategies; trade secrets; customer and supplier lists; product designs and pricing information; processes; formulas; business plans; provider, employer and consumer information; employee data; health plan relationships; acquisition plans; product licensing plans; budgets, finances, and financial plans; production plans and protocols; systems architecture, technology, data, and methods, and any other information that by its nature would typically be considered non-public information. The Proposed Business Transaction and the fact that discussions or negotiations regarding the Proposed Business Transaction have occurred or are occurring are also considered Confidential Information for purposes of this Agreement. Confidential Information may be conveyed to the Receiving Party in written, electronic, or oral form, and includes any information that may be derived from or developed as a result of access to the Disclosing Party's facilities, as well as all notes, reports, evaluative materials, analyses or studies prepared by the Receiving Party or its directors, officers, employees, agents and advisors (collectively, such Party's "Representatives") regarding or relating to the Disclosing Party or its Confidential Information.

1.2 General Exclusions.

Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement:

- (i) information that was already in the Receiving Party's possession before receipt from the Disclosing Party, as evidenced by written records, provided that such information was obtained lawfully and without an obligation of confidentiality to the Disclosing Party or another person or entity;
- (ii) information that was obtained by the Receiving Party from a source other than the Disclosing Party, provided that such information was lawfully obtained and is not subject to another confidentiality agreement or obligation of secrecy to the Disclosing Party or another person or entity;
- (iii) information that is or becomes generally available to the public, other than as a result of a disclosure by Receiving Party;

(iv) information that was independently developed by or for the Receiving Party without reference to the Disclosing Party's Confidential Information, as evidenced by written records.

1.3 Protected Information.

THIS AGREEMENT DOES NOT AUTHORIZE THE DISCLOSURE OR USE OF PROTECTED INFORMATION.

As used in this Agreement, "Protected Information" means any of the following:

(i) Protected health information (i.e., any information that would be termed "protected health information" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations);

(ii) Non-public personal information (i.e., any information that would be termed "non-public personal information" under the Federal Gramm-Leach-Bliley Act, any related state statutes, and any related federal or state regulations);

(iii) Personal data (i.e., any information relating to an identified or identifiable natural person, as further defined under the European Union Directive 95/46/EC and each EU member state's implementing laws, including any regulations and codes of conduct issued under such laws); and

(iv) Other personal information (i.e., other personally identifiable information about individuals, or information that can be used to identify individuals, the disclosure and/or use of which is restricted by applicable federal or state law).

Any disclosure of Protected Information will require the execution of a separate agreement (or appropriate amendments or exhibits to this Agreement) and the implementation of appropriate security measures, as required by law and applicable UHS policies. Notwithstanding the foregoing, if any Protected Information is disclosed under this Agreement (including incidental disclosures) such information will be deemed to be Confidential Information and the Receiving Party will: (a) promptly alert the Disclosing Party of such disclosure, (b) promptly return such information to the Disclosing Party and destroy all copies of such information in the Receiving Party's possession, and (c) at all times treat such information as if it is Confidential Information and in compliance with all applicable laws.

2. NONDISCLOSURE OBLIGATIONS

2.1 Protection of Confidential Information.

Each Party agrees that it will: (i) hold the Disclosing Party's Confidential Information in confidence and protect it as confidential and proprietary utilizing standards of care appropriate for the healthcare industry; (ii) disclose the Disclosing Party's Confidential Information only to its own Representatives who have a legitimate need to know such information in connection with the Proposed Business Transaction, and who are made aware of this Agreement and bound by confidentiality requirements as strict as those set forth herein; and (iii) use the Disclosing Party's Confidential Information only as required in connection with the Proposed Business Transaction. As between the Parties, each Party will be and remain solely and completely liable and responsible for any breaches of this Agreement committed by any of its Representatives and will immediately notify the other Party if it becomes aware of any such breaches.

2.2 Compelled Disclosure.

If the Receiving Party is requested or required by applicable law or legal process to disclose the Disclosing Party's Confidential Information, the Receiving Party will (to the extent permitted by law) provide the Disclosing Party with prompt notice of any such request or requirement and reasonably cooperate in any efforts by the Disclosing Party to seek an appropriate protective order or other remedy or otherwise challenge or narrow the scope of such request. If a protective order or other remedy is not obtained, the Receiving Party will furnish only that portion of the Confidential Information that it is advised, by written opinion of counsel, is legally required, and the Receiving Party will exercise reasonable efforts to obtain reliable assurance that such Confidential Information will continue to be held in confidence. Disclosures of Confidential Information that are required by applicable law or legal process will not be breaches of this Agreement.

3. TERM AND TERMINATION

3.1 Term; Termination; Survival.

This Agreement will expire [three] years after the Effective Date, unless it is terminated earlier or extended by written agreement. Either Party may terminate this Agreement by giving written notice to the other party. Each Party's obligations with respect to the other Party's Confidential Information will survive the termination or expiration of this Agreement.

3.2 Return of Materials.

The Receiving Party will return all copies of the Disclosing Party's Confidential Information upon the earlier of (i) the Disclosing Party's request, or (ii) the termination or expiration of this Agreement. Instead of returning such Confidential Information, the Receiving Party may (if the Disclosing Party consents in writing) destroy all copies of such Confidential Information in its possession, and certify in writing to the Disclosing Party that it has done so. Unless prohibited in writing (before disclosure) by the Disclosing Party, or if required by law, the Receiving Party may retain a copy of any Confidential Information disclosed to it solely for archival purposes, provided that such copy is retained in secure storage and held in the strictest confidence for so long as the Receiving Party's obligations of confidentiality under this Agreement continue.

4. OWNERSHIP AND TITLE; NO WARRANTY; NO FURTHER OBLIGATION

4.1 Ownership and Title.

All Confidential Information is and will remain the sole and exclusive property of the respective Disclosing Party. The Receiving Party acquires no right, title or license to the Disclosing Party's Confidential Information. Each Party acknowledges and agrees that the furnishing of its Confidential Information is not intended to and does not restrict the Receiving Party's (or any of its affiliates') ability to (i) carry on their existing business activities, (ii) enter into any new lines of business, (iii) develop or market new products or services, or (iv) otherwise expand their business operations, provided that in each case the undertaking of such activities does not otherwise violate this Agreement.

4.2 No Warranty; No Further Obligation.

All Confidential Information disclosed hereunder is disclosed on an "AS IS" basis with no warranties, express or implied, of any kind. The Disclosing Party will have no liability relating to the use of its Confidential Information, or any errors or omissions in its Confidential Information. The Parties may rely solely on representations or warranties regarding Confidential Information that are made under the final written agreement (if any) regarding the Proposed Business Transaction. Nothing in this Agreement will impose any obligation upon either Party to consummate the Proposed Business Transaction (or any other business transaction) or to enter into any further discussions or negotiations.

5. REMEDIES

Each Party agrees that the other Party may suffer irreparable harm and that monetary damages would not be a sufficient remedy for any breach or threatened breach of this Agreement. Each Party therefore agrees that, in addition to any other legal or equitable remedies available, the aggrieved Party will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach. Each Party further agrees to waive, and use its commercially reasonable efforts to cause its Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy and the aggrieved Party will not be required to prove damages in order to avail itself of such equitable relief.

6. GENERAL PROVISIONS

Notices under this Agreement must be given in writing to the applicable address set forth in the preamble to this Agreement. A Party may change its address for receipt of notice by giving written notice to the other Party. Notices must be sent via overnight courier or certified first class and will be effective one business day following receipt. Amendments to and modifications of this Agreement must be in writing. Waivers of defaults or breaches under this Agreement must be in writing and signed by the Party waiving its rights. Waivers will not be construed as waivers of any subsequent defaults or breaches. Neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement represents the entire understanding and agreement between the Parties with respect to this subject matter and supersedes all prior or contemporaneous agreements, negotiations, understandings and representations relating to the same subject matter. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed will be as good and binding as an original signature. Any provision of this Agreement that is determined to be invalid or unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, other than its conflicts of laws provisions. The Parties irrevocably and unconditionally consent to venue in Hennepin County, Minnesota (and hereby waive any claims of *forum non conveniens* with respect to such venue) and to the exclusive jurisdiction of competent Minnesota state courts or federal courts in the District of Minnesota for all litigation which may be brought with respect to the terms of, and the transactions and relationships contemplated by, this Agreement. The Parties further consent to the jurisdiction of any state court located within a district that encompasses assets of a Party against which a judgment has been rendered for the enforcement of such judgment against the assets of such Party. Except as permitted under this Agreement, or for the limited purpose of a Party enforcing its rights under this Agreement before a court of competent jurisdiction, neither Party will disclose the existence or terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which will be deemed an original, effective as of the Effective Date.

**UNITED HEALTHCARE SERVICES, INC.,
ON BEHALF OF ITSELF AND ITS AFFILIATES**

**VERBIO INC.,
ON BEHALF OF ITSELF AND ITS AFFILIATES**

<p>By:  (Authorized Signature)</p>	<p>By:  (Authorized Signature)</p>
<p>Name: Eric Noyes (Print or Type)</p>	<p>Name: Alexander Matheson (Print or Type)</p>
<p>Title: Senior Director</p>	<p>Title: Sales Manager</p>
<p>Date: 1/13/2015</p>	<p>Date: 24/12/2014</p>