

Confidentiality and IP Assignment-of-Rights Agreement

This agreement is a legally binding contract agreement between you and MedAssets Net Revenue Systems, LLC including, if relevant, any of MedAssets' affiliates (collectively, "MedAssets"). This agreement is very important, and you should sign it only after you have read it carefully and understand it. Your signature on this agreement means that you agree as follows:

1. General Relationship.

1.1 My Relationship with MedAssets. This agreement governs my relationship with MedAssets while I am performing services for MedAssets, and to some extent, even after those services have ended.

1.2 Temporary Work. MedAssets has the right to terminate my work for or with MedAssets at any time and for any reason. Similarly, nothing in this agreement prohibits me from terminating my work with or for MedAssets at any time and for any reason.

1.3 I am Not a MedAssets Employee. I am not a MedAssets employee, and MedAssets is not my employer. Nothing in this agreement creates an employment relationship, a contract for employment, a guarantee of any current or future work, assignments, positions, benefits, or salary, nor does this agreement entitle me to anything from MedAssets when my working relationship with MedAssets ends.

1.4 No Employee Benefits. I am not eligible for or entitled to participate in or make any claim upon any benefit plan, policy, or practice that MedAssets (or its parents, affiliates, subsidiaries, or successors) offers to its employees, regardless of the length of my working relationship with MedAssets. This rule applies even if I am deemed or found to be a common-law employee of MedAssets for any purpose. By executing this agreement, I irrevocably waive any claim or right I may have, now or in the future, to any employee benefits of any kind, and agree not to make any claim for any such benefits.

1.5 No Expectation of Privacy. While I am performing services to, for, with, or in MedAssets, I may have access to MedAssets Property. "MedAssets Property" means any and all electronics, computers, software, office space, office equipment, office supplies, file cabinets, and other materials owned or provided by MedAssets, regardless of whether located or operated on or off MedAssets premises. I am not entitled to any expectation of privacy when using or accessing MedAssets Property, regardless of whether I am using the MedAssets Property for business or personal use, and regardless of whether the personal use is permissible. This means I should expect that MedAssets will have access to emails, voice messages, computer files, phone conversations, instant messages, and any other information created, used, or stored in or on MedAssets Property. My activity in, and any files or messages on, any MedAssets Property may be monitored, accessed, deleted, restricted, or modified by MedAssets at any time with or without notice. At MedAssets' request, I must provide all current passwords, keys, combinations, or other methods of accessing secured information or storage. I must never move or modify MedAssets Property in any way that restricts MedAssets' full access to MedAssets Property or the information, property, equipment, or systems stored in or on MedAssets Property. When my work for or on behalf of MedAssets ends, or sooner if MedAssets so requests, I must return all MedAssets Property in my possession or control, with or without being requested to do so.

2. Duty to MedAssets: Ownership and Treatment of Confidential Information.

2.1 Definition of Confidential Information. "Confidential Information" means all information regarding MedAssets that MedAssets treats as confidential, or which helps MedAssets maintain its competitive advantage. Information may be Confidential Information regardless of whether it is specifically designated as "confidential," and regardless of the information's origin or purported ownership.

Confidential Information includes but is not limited to: internal business information, and other information and data regarding MedAssets' business, operations, clients, business and marketing plans, employees, properties, business goals and strategies, financial information and reports, client lists, contract terms and conditions, pricing, technical data, intellectual property, trade secrets, know-how, research, hardware, software, technical information and processes, and proprietary software and programs. Confidential Information also includes, but is not limited to, all memoranda, notes, plans, records, reports and other documents relating to MedAssets' business that any person may create, possess, or have under control, and all copies of Confidential Information in whatever form it exists, whether electronic, audio, video, document, or other form. Confidential Information does not include information that is made publicly available by MedAssets in compliance with applicable MedAssets policies and procedures.

2.2 Ownership and Use of Confidential Information. MedAssets owns all Confidential Information. I must forever hold all Confidential Information in the strictest confidence. I must never disclose Confidential Information to any outside entity or person or to any other independent contractor or MedAssets employee except as permitted by MedAssets' policies and procedures. I must never use any Confidential Information for any purpose, except in furtherance of my work for or on behalf of MedAssets. I must obtain consent from an authorized MedAssets officer before disclosing or disseminating Confidential Information in any manner not in compliance with MedAssets policies and procedures. The prohibition on use and disclosure of Confidential Information applies both during and after my working relationship with MedAssets. When my temporary assignment ends, or sooner if MedAssets so requests, I must immediately return all Confidential Information in my possession or control. The obligations described in this Section 2.2 survive the end of my assignment and any expiration or other termination of this agreement.

3. Duty to MedAssets: Intellectual Property Assignment and Pre-Existing Works License.

3.1 MedAssets' Ownership of Intellectual Property. MedAssets owns all right, title, and interest in any Intellectual Property developed by its independent contractors (including me), even IP conceived by me pursuant to an SOW or other arrangement with MedAssets before the date of this agreement, except for any IP that is wholly unrelated to my work for or on behalf of MedAssets. "Intellectual Property" or "IP" is an extremely broad concept. It means any concept, idea, design, improvement, creation, trade secret, know-how, information, works of authorship (whether or not patentable or registrable), software, computer programs and subroutines, source code, object code, etc., including any and all documentation that contains, reflects, or summarizes other IP. This is regardless of whether I conceived, created, or reduced it to practice while working alone or with others, and regardless of whether or not I conceived, created, or reduced it to practice during or outside of scheduled business hours. My compensation for any and all IP is provided by the agreed-upon hourly or daily rate that MedAssets pays me in connection with the work I perform for or on behalf of MedAssets.

3.2 Assignment of Rights in Intellectual Property. Any IP that is or may be copyright protected work that I conceive or develop while on temporary assignment with MedAssets is a "work made for hire," as that term is defined in the 1976 Copyright Act. For any IP that does not qualify as a work made for hire, I must, and hereby do, assign to MedAssets all of my rights to that IP. Further, I must assist MedAssets in recording, registering, perfecting, maintaining, enforcing, and defending MedAssets' rights in the IP (at no cost to me). This obligation applies during my working relationship with MedAssets and after that working relationship ends. To the extent allowed by law, MedAssets' rights in the IP include all moral rights (meaning any right of attribution, paternity, integrity, disclosure, and withdrawal with respect to any work). If any assignment is ineffective, then I must provide all ratifications and consents necessary to accomplish the purposes of those assignments.

3.3 License to MedAssets. A "Pre-Existing Work" is any IP that I conceived, developed or created before my temporary assignment with MedAssets. If I incorporate a Pre-Existing Work into any of MedAssets' products, services, or processes, then I must, and hereby do, grant to MedAssets a non-exclusive, royalty-free, irrevocable, perpetual, sub-licensable, worldwide license to make, have made, modify, use, market, sell, and distribute the Pre-Existing Work as part of or in connection with the applicable product, service, or process.

4. **Non-Solicitation and Non-Disparagement.**

4.1 Restrictions on Solicitation of MedAssets Employees and Group Clients. Throughout and for the first **12 months** immediately following the termination for any reason of my working relationship with MedAssets, I must not attempt to undermine any of MedAssets' employee relationships, or any relationships with any MedAssets Client. At a minimum, this means that I must not, directly or indirectly, encourage or solicit any MedAssets client, employee, or other independent contractor: (a) to leave MedAssets for any reason; (b) to accept employment with any entity other than one of the MedAssets companies; (c) to engage in any activities that are reasonably likely to compete against MedAssets' businesses; or (d) to terminate or suspend any existing contract, agreement, relationship or arrangement that he, she, or it may have with MedAssets. "MedAssets Client" is any entity which, as of the last date of my working relationship with MedAssets, is a current MedAssets client or is actively engaged in discussions with MedAssets relating to the purchase of any HPP or similar lean consulting products or services. I acknowledge that the loss of such employees and customers would cause MedAssets great and irreparable harm.

4.2 Non-Disparagement. I must not disparage, criticize, malign, or defame MedAssets (or any of its clients or employees) to any of MedAssets' employees, clients, service providers, suppliers, or contractors during or after my working relationship with MedAssets. **Disparagement is any communication, oral or written, which would cause or tend to cause humiliation or embarrassment or to cause a recipient to question the business condition, integrity, product and service, quality, confidence or good character of any of MedAssets, its clients or employees.**

5. **Acknowledgments.**

5.1 No Reliance. By signing this agreement, I am acknowledging:

- (a) I have read this entire agreement, and agree to be bound by its terms;
- (b) I have relied on my own judgment and not on any representation or inducement made by anyone associated with MedAssets (except those set forth in this agreement); and
- (c) I have had ample time to review this agreement and seek legal counsel.

5.2 Fairness and Necessity of Agreement. By signing this agreement, I acknowledge that:

- (a) In exchange for the restrictions and covenants that I am agreeing to in this agreement, I am receiving the following consideration, which is material: the temporary assignment to MedAssets, including the training, experience, and access to the Confidential Information that I will receive in connection with the temporary assignment; the salary, wages, and any other benefits (each paid to I by the Employer); and other good and valuable consideration;
- (b) MedAssets expends substantial amounts of time, money and effort to build an effective organization, to develop business strategies, to develop employee, customer relationships, their specific needs and requirements, leads, referrals and goodwill, and has a legitimate business interest and right in protecting these assets ;
- (c) I may become familiar with MedAssets' Confidential Information through my temporary assignment, which may include, without limitation, business strategies, and information about MedAssets' employees and customers; and