

Mutual Non-Disclosure Agreement

This MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") between ("Client") and PMSI, LLC; Progressive Medical, LLC and Healthcare Solutions, Inc., all entities under common ownership and control of OptumRx, Inc. (the entities, collectively referred to as ("The Company") is effective as of the date last signed below ("Effective Date"). The parties to this Agreement and/or their Affiliates desire to share certain information in the course of contemplating or implementing a business relationship (the "Purpose") that is confidential, non-public or proprietary. The parties agree as follows:

1. Definitions.

- a) "Affiliates" means any entity controlled by, controlling, or under common control with a party.
- b) "Confidential Information" means all non-public, confidential or Proprietary Information disclosed for the Purpose on, after, or within thirty days prior to the Effective Date by Disclosing Party or its Affiliates to Receiving Party or its Affiliates, or their directors, officers, employees, agents, contractors or advisors (collectively, a party's "Representatives"), whether disclosed or accessed orally or in writing, electronic or other form, whether marked, designated or otherwise identified as "confidential," including, without limitation, information clearly designated as confidential at the time of disclosure, or under the circumstances surrounding disclosure, Receiving Party knows, or ought to reasonably know, is confidential, including information regarding pricing, assets, business plans, proposals, standard operating procedures, technology, data, processes, methods, formulas, distribution agreements, customer information, product information, sales information, patient information, provider information, vendor information and financial information, and any derivatives and summaries that the Receiving Party or its Representatives derive, in whole or in part, from any Confidential Information from the Disclosing Party. The fact that discussions or negotiations regarding the Purpose have occurred, or are occurring, is also considered Confidential Information.
- c) "Disclosing Party" means each party that provides, or whose Affiliates provide, Confidential Information to Receiving Party or its Affiliates.
- d) "Proprietary Information" means Confidential Information or trade secrets that derive economic value, actual or potential, from not being

generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use and are the subject of efforts by the Disclosing Party that are reasonable under the circumstances to maintain its secrecy. Proprietary Information includes, without limitation, source and object code; data marts and data warehouses; algorithms; systems and architecture; methods of database creation, translation, standardization, and enhancement; health data analysis techniques; and health data reporting and profiling methods and formats.

- e) "Receiving Party" means each party that receives, or whose Affiliates receive, Confidential Information provided by Disclosing Party or its Affiliates.

2. **Term.** This Agreement shall be effective on the Effective Date and will remain in full force and effect until terminated by either party.

3. **Information Not Covered By This Agreement.** Except as required by applicable law or regulation, this Agreement imposes no obligation on a Receiving Party with respect to information that: (i) at the time of disclosure is, or thereafter becomes, generally available to and known by the public through no fault of Receiving Party or its Representatives; (ii) was known by or rightfully in the possession of Receiving Party or its Representatives prior to being disclosed by or on behalf of Disclosing Party; (iii) at the time of disclosure is, or thereafter becomes, lawfully available from a third party source not subject to a duty of confidentiality to Disclosing Party; or (iv) was or is independently developed without reference to, or use of, in whole or any part, any of Disclosing Party's Confidential Information. In any dispute with respect to these exclusions, the burden of proof will be on Receiving Party and the proof will be by clear and convincing written evidence.

4. **Confidentiality Obligations.** Each Receiving Party will: (i) hold Confidential Information in confidence and protect it as confidential and proprietary utilizing the standard of care appropriate for Disclosing Party's industry, but no less than the degree of care Receiving Party uses to protect its own similar confidential information; (ii) disclose Confidential Information only to Representatives with a legitimate need to know the Confidential Information in connection with the Purpose, and who are made aware of this Agreement and bound by confidentiality obligations as strict as those set forth in this Agreement; (iii) use Confidential Information

only as required in connection with the Purpose; and (iv) not reverse engineer, disassemble, decompile or create derivative works using Disclosing Party's Proprietary Information services, products and/or Confidential Information. For Confidential Information that constitutes Proprietary Information, these obligations last until the Proprietary Information becomes available to the public or loses its actual or potential economic value. For all other types of Confidential Information, these obligations last for three (3) years after the date of disclosure. Each party is and will remain solely and completely liable and responsible for any breach of this Agreement by its Representatives and will promptly notify the other party if it becomes aware of any breach and use reasonable efforts to minimize the damage from the breach.

5. **Compelled Disclosures.** If Receiving Party is required by applicable law or regulation or requested by valid legal process to disclose any Disclosing Party's Confidential Information, Receiving Party will provide Disclosing Party with prompt notice of the requirement or request. Receiving Party will reasonably cooperate in efforts by Disclosing Party to seek an appropriate protective order or other remedy and will consult with Disclosing Party about taking steps to resist or narrow the scope of the requirement or request. If a protective order or other remedy is not obtained, Receiving Party will disclose only that portion of the Confidential Information that, on the advice of Receiving Party's legal counsel, Receiving Party is legally required to disclose and will exercise reasonable efforts to obtain assurances that the recipient will hold the Confidential Information in confidence.
6. **Return of Information.** Receiving Party will use commercially reasonable efforts to return all copies of Disclosing Party's Confidential Information upon the earlier of: (i) Disclosing Party's request, or (ii) termination of this Agreement. Instead of returning Confidential Information, a Receiving Party may (if Disclosing Party consents in writing) use commercially reasonable efforts to destroy all copies of the Confidential Information in its possession, including tangible and electronic copies, and certify the destruction in writing to Disclosing Party. Notwithstanding the foregoing, electronic copies of Confidential Information stored in computer system backups that cannot reasonably be isolated for deletion from the backup and that are retrievable only by using special tools need not be returned or destroyed provided that access to the system backup is restricted and the Confidential Information is held in confidence for so long as Receiving Party's obligations under this Agreement continue. Unless prohibited in writing by Disclosing Party or by law, Receiving Party's legal counsel may retain one copy of Confidential Information for the

sole purpose of complying with regulatory requirements or verifying Receiving Party's compliance with its obligations under this Agreement, provided that the copy is retained in secure storage and held in confidence for so long as Receiving Party's obligations under this Agreement continue.

7. **No License Granted.** All Confidential Information of a Disclosing Party will remain the sole and exclusive property of the Disclosing Party. This Agreement grants no patent, copyright, trade secret or other intellectual property rights to either party. This Agreement grants neither party any rights in or to the other party's Confidential Information, except the limited right to review the Confidential Information solely in connection with the Purpose. Nothing in this Agreement obligates either party to disclose information to the other party.
8. **Disclaimers.** Confidential Information is provided "AS IS" without any warranties, express or implied, of any kind. Disclosing Party will have no liability relating to or resulting from any use of Confidential Information or any errors or omissions in the Confidential Information. This Agreement does not obligate either party or its Representatives to discuss, negotiate, or enter into any definitive agreement.
9. **Remedies.** Each party agrees that the other party may suffer irreparable harm for which monetary damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by Receiving Party or its Representatives. Therefore, in addition to all other remedies available at law, the non-breaching party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach or threatened breach of this Agreement. The parties waive, and will cause their Representatives to waive, any requirement for securing or posting any bond or showing actual monetary damages in connection with the claim.
10. **Termination.** Either party may terminate this Agreement by giving sixty (60) days advance written notice of termination. Termination of this Agreement will not affect the parties' duties to abide by all terms of this Agreement with respect to Confidential Information shared under this Agreement prior to termination.
11. **Governing Law; Waiver of Jury Trial.** This Agreement will be governed by the laws of the State of Delaware without reference to its conflict of law principles. Each party waives any right it might have to a jury trial with respect to any matter arising under this Agreement.

12. **Miscellaneous.** The parties shall substantially comply with all applicable laws and regulations. This Agreement binds and benefits the parties and their respective successors and assigns. A party's failure or delay to exercise any right, power, or privilege under this Agreement will not operate as a waiver, nor will any single or partial exercise preclude any other or further exercise or the exercise of any other right, power, or privilege. This Agreement may be amended, or its requirements waived, only by a writing signed by the parties. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which will be deemed an original, and all of which, together, will constitute one

agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Any provision of this Agreement that a court of competent jurisdiction determines is invalid will be ineffective only to the extent of the determination without invalidating or affecting the enforceability of the remaining provisions of this Agreement. Receiving Party will not export Disclosing Party's Confidential Information outside the country in which Receiving Party received the Confidential Information without Disclosing Party's prior written consent, and Receiving Party will ensure compliance with all applicable United States and foreign import and export laws and regulations.

IN WITNESS HEREOF, the parties have signed this Agreement through their duly authorized representatives.

Company



Signature: _____

Signature: _____

Print Name: John W. Bencivenga _____

Print Name: _____

Print Title: General Counsel, Workers' Compensation
Division

Print Title: _____

Date Signed: _____

Date Signed: _____