



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and entered into as of _____, _____ between and among **Sentinel** Management Services, Inc. ("**Sentinel**"), and the **Managing General Underwriter** identified on the signature page ("**MGU**").

RECITALS

Whereas, various companies ("Client(s)") have engaged **Sentinel** to provide pre-certification and case management services in connection with Client's third-party administrator as under Client's self-funded health benefit plan(s) and its participants ("Participants");

Whereas, Clients have engaged **MGU** to provide Client with provision and placement of Stop Loss insurance coverage ("**MGU** Services");

Whereas, in order to facilitate the performance of the **MGU** Services, Client requests and directs that **Sentinel** provide certain information to **MGU**, including, without limitation, confidential and proprietary information of **Sentinel** and claims data relating to Participants;

Whereas, the parties desire that confidential information provided by **Sentinel** to **MGU** remain confidential in accordance with the terms of this Agreement.

Now Therefore, the parties hereto agree as follows:

1. Confidential Information. As used in this Agreement, the term "Confidential Information" means confidential and proprietary information of **Sentinel**, including, but not limited to, costs and pricing, financial and technical information, ideas, designs, specifications, techniques, models, data, programs, documentation, processes, know-how, customer lists, marketing plans, and information discussed at any Client meetings in which **MGU** and **Sentinel** are present. "Confidential Information" shall also include any individually identifiable information of Participants.

2. Exceptions. The parties agree that the term "Confidential Information" does not include information if and to the extent: (a) the information is or becomes generally available or known to the public through no fault of the receiving party; (b) the information was already known by or available to the receiving party prior to the disclosure by the other party on a non-confidential basis; (c) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; (d) the information is required to be disclosed as part of a judicial process, government investigation, legal proceeding or other similar process; or, (e) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement or other similar obligation. If any party is required to disclose the Confidential Information of another party as part of a judicial process, government investigation, legal proceeding, or other similar process, such party, if it is reasonably possible to do so, shall give such prior written notice to the other party to allow the other party to seek an appropriate protective order or modification of any disclosure.

3. Protection of Confidential Information. **MGU** shall not disclose the Confidential Information of **Sentinel** to a third party (except Client) without the prior written consent of **Sentinel**. **MGU** shall use the Confidential Information belonging to **Sentinel** for the sole purpose of performing **MGU** Services for Client as described above. **MGU** agrees that the only agents, employees or representative who will receive the Confidential Information from **Sentinel** will be those who have: (a) a need to know the Confidential Information of **Sentinel** for the purposes set forth herein; (b) been instructed to safe-guard the Confidential Information from disclosure and treat such Confidential Information as confidential;

and, (c) been made aware of this Agreement and its terms. Without limiting the generality of the foregoing, **MGU** shall not use Confidential Information disclosed by **Sentinel** under this Agreement for any other purposes whatsoever other than the completion of **MGU** Services. **MGU** agrees to notify **Sentinel** of any unauthorized use or disclosure of the Confidential Information.

4. Return of Written Information. Any and all written Confidential Information disclosed pursuant to the Agreement shall be returned along with all copies of the same to **Sentinel**, or shall be destroyed, upon the request and at the option of **Sentinel**. Notwithstanding the foregoing, **MGU** shall be entitled to: (i) destroy the Confidential Information in lieu of returning the same to **Sentinel** when **MGU** reasonably determines that return is infeasible; and (ii) retain one copy of such Confidential Information in its files to verify compliance with this Agreement.

5. Ownership of Confidential Information. Nothing in this Agreement is intended to grant any rights under any patent or copyright of any party, nor shall this Agreement grant any party any rights in or to another party's Confidential Information, except to the limited right to use such Confidential Information for the purposes contemplated in this Agreement.

6. Remedies. **MGU** agrees that the Confidential Information of **Sentinel** is of a special and unique kind, the protection of which is essential to the operation of **Sentinel** and that if there is a breach by the **MGU** of any of its obligations under this Agreement, **Sentinel** may have no adequate remedy at law. Therefore, in addition to any other remedies which may be available at law, the **MGU** agrees that **Sentinel** shall be entitled to injunctive relief, specific performance or other equitable relief or any or all of the foregoing, for any breach or threatened breach of this Agreement without the necessity of proving actual damages and without waiving any other remedies otherwise available at law or in equity.

7. Indemnification. **MGU** agrees to defend, indemnify and hold **Sentinel** harmless from and against any and all losses, liabilities, damages, expenses, injuries, costs or obligations of any kind (including reasonable attorneys' fees and disbursements) ("Losses") arising directly from its breach of its obligations under this Agreement.

8. Term. This Agreement shall continue until any party gives the other party written notice of termination at least ninety days (90) days prior to the effective date of termination. Such termination by any party shall not affect any obligations to indemnify **Sentinel** as set forth above, for data delivered to the **MGU** prior to termination of this Agreement. The obligations of confidentiality contained in this Agreement shall survive termination of this Agreement.

9. Entire Agreement; Amendment. This Agreement embodies the entire agreement between the parties concerning the subject matter hereof and no amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by all parties.

10. Assignment. No party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement in whole or in part without the prior written consent of the other party except to wholly-owned affiliates or subsidiaries as part of the sale or transfer to such affiliate or subsidiary of assets to which this Agreement pertains. This Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, it shall be ineffective to the extent of such invalidity, illegality or unenforceability and the validity, legality and enforceability of the remaining provisions contained herein shall remain in effect.

12. Governing Law. This Agreement shall be interpreted in accordance with and governed by, construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law doctrine.

13. Notices. Any notice given under this Agreement shall be deemed received if in writing, and if sent by hand delivery, facsimile transmission, receipt confirmed, overnight courier which provides confirmation of delivery, or certified mail, return receipt requested, sent to the applicable party at its address set forth with its signature to his Agreement, or to such other address or to the attention of such other person as either party may designate in writing pursuant to this Section. Notices sent by certified mail shall be deemed received three (3) business days following mailing.

14. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same Agreement.

In Witness Whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written. For purposes of this Agreement, signatures herein when communicated by facsimile transmission or as a scanned document sent via email shall be binding if transmitted in either fashion with electronically reproduced signatures treated as original.

Sentinel Management Services, Inc.

(MGU) _____

By: _____

By: _____

(Print Name) Robert Hettrick

(Print Name) _____

Title: President

Title: _____

Email: bhettrick@sentinel4health.com

Email: _____

Notice Address:

Notice Address:

1871 Santa Barbara Drive

Lancaster PA 17601

Phone # 800-432-8877

Phone # _____ - _____ - _____

Fax# 717-581-8841

Fax# _____ - _____ - _____

Designated representative(s) to have access (up to 3 individuals):

Name: _____

Email address: _____

Title: _____

Phone number: _____

Name: _____

Email address: _____

Title: _____

Phone number: _____

Name: _____

Email address: _____

Title: _____

Phone number: _____