

Blue Cross Blue Shield of Florida

Status - Open

Start Contract Date	Contract End Date
December 27, 2011	N/A

Contact: Chip Kenyon
4800 Deerwood Campus Parkway
Jacksonville, Florida 32246
(904) 905-1411
chip.kenyon@bcbsfl.com

Summary of Contract: Blue Cross Blue Shield of Florida provides live plan data for the Florida Health Choices portal. Information will not be available to the public until approval is received from Blue Cross Blue Shield of Florida.

Total Paid Prior Years: \$0.00

Total Paid in 2011: \$0.00

Total Paid Contract Term: \$0.00

Outstanding Obligations (if any): \$0.00

Notes:

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.
MUTUAL NON-DISCLOSURE AGREEMENT**

This MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on this 27 day of December, 2011 ("Effective Date") between Blue Cross and Blue Shield of Florida, Inc., a Florida corporation having principal offices at 4800 Deerwood Campus Parkway, Jacksonville, FL 32246 acting on its behalf and that of its subsidiary and affiliate companies (hereafter collectively referred to as "BCBSF"), Florida Health Choices, Inc., ("FHC") a Florida corporation having principal offices at 200 W. Corey Tall and Ceridian Exchange Services, LLC, a Florida Limited Liability Corporation having its principal offices at 3201 34th St. S ("CES"). FHC and CES shall collectively be referred to as the "Companies". Jt. Petersburg Fl 33711

WHEREAS, BCBSF and the Companies desire to exchange certain information relating to testing FHC's online marketplace and small group rating system, a system created pursuant to a contract between the Companies entered into on October 20, 2010; and

WHEREAS, BCBSF and Companies each maintain proprietary and confidential information (defined below as the "Confidential Information"); and

WHEREAS, the Confidential Information is being disclosed by the Disclosing Party to the Receiving Party for the purpose of evaluating the FHC rating system; and

WHEREAS, as a condition to being furnished the Confidential Information, the Receiving Party agrees to hold the Confidential Information of the Disclosing Party in confidence.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Confidential Information.** Confidential Information will be deemed to be any and all information of the Disclosing Party (whether provided or prepared by the Disclosing Party, its directors, officers, employees, advisors, representatives or agents) that is furnished or disclosed by or on behalf of the Disclosing Party to the Receiving Party under this Agreement, including, without limitation, business, financial, or legal records, know-how, processes, inventions, customer lists, price lists, business plans, personnel, or technology, on any media, whether in print, optical, or electronic form, or however communicated. In accordance with the terms and conditions hereof, as a condition to being furnished the Confidential Information by the Disclosing Party, the Receiving Party hereby agrees to hold the Confidential Information in strict confidence and prevent disclosure, publication, and dissemination of the Confidential Information. The Receiving Party will protect the Confidential Information of the Disclosing Party with no less than the same degree of care that the Receiving Party uses to protect its own confidential information; but in no event will that standard of care be less than a reasonable business person would use in protecting its own confidential information.
2. **Use and Disclosure.** The parties hereby agree that the Confidential Information will be used solely for the purpose of testing and evaluating the FHC marketplace and online rating system, except that any Confidential Information may be disclosed to directors, officers, employees, representatives, advisors or other agents of the Receiving Party who need to know such information solely for the purpose of evaluating the FHC marketplace and online rating system; provided, however, that such directors, officers,

employees, representatives, advisors or other agents agree to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement. Except as provided herein, the parties hereby agree that the Confidential Information will not be disclosed without the prior written consent of the Disclosing Party.

3. **Exclusions.** The Confidential Information will exclude any information that is disclosed to or learned by the Receiving Party that is: (i) generally available to the public other than directly or indirectly as a result of a disclosure by the Receiving Party; (ii) rightfully conveyed to the Receiving Party by a third party and is not subject to another confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party or another person; (iii) independently developed by the Receiving Party without use of the Confidential Information; or (iv) required by Court order to be released by the Receiving Party in accordance with Section 4 hereunder.
4. **Requests for Disclosure.** If the Receiving Party is requested or is required by applicable law (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt notice of such request and requirement so that the Disclosing Party may consider seeking a protective order. In the absence of a protective order or the receipt of an express waiver in writing hereunder from the Disclosing Party, if the Receiving Party is nonetheless compelled to disclose any Confidential Information to any tribunal or other person or else stand liable for contempt or suffer other censure or penalty by a tribunal, the Receiving Party may disclose such information to such tribunal or other party without liability hereunder.
5. **No Representations:** The parties hereby acknowledge and agree that neither party nor any of its directors, officers, employees, representatives, advisors or other agents has made or makes any representation or warranty as to the accuracy or completeness of the Confidential Information nor will it have any liability to the other party or its directors, officers, employees, representatives, advisors or other agents resulting from the use of, or reliance upon, the Confidential Information or any errors or omissions therein.
6. **Title.** The Receiving Party hereby acknowledges and agrees that the Confidential Information of the Disclosing Party is the property of the Disclosing Party and that full title and ownership in such Confidential Information is reserved to, and remains with, the Disclosing Party. Nothing in this Agreement is intended to grant any rights in or to the intellectual property of either party, nor will this Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes set forth herein.
7. **Termination and Return of Materials.** Either Party may discontinue the disclosure of Confidential Information contemplated by this Agreement at any time and without further obligation to the other party by providing written notice to the other party specifying the date of discontinuation ("Termination Date"). In the absence of written notice, the Termination Date will be three (3) years from the Effective Date. Following the Termination Date, each party will promptly destroy or deliver to the other party all written and other tangible Confidential Information, except that each party may maintain one copy of the Confidential Information for legal retention purposes, and the Receiving Party will certify in writing to the Disclosing Party that the Receiving Party has delivered or destroyed the Confidential Information in compliance with this Section. Except as

otherwise agreed to herein, the Receiving Party agrees not to retain any copies, extracts or other reproductions in whole or in part of the Confidential Information of the Disclosing Party. All documents, memoranda, notes and other writings whatsoever prepared by the Receiving Party, or its directors, officers, employees, representatives, advisors or other agents, reflecting the Confidential Information of the Disclosing Party will also be destroyed by the Receiving Party, and the Receiving Party will certify in writing to the Disclosing Party that the Receiving Party has destroyed such documents, memoranda, notes and other writings in compliance with this Section. Notwithstanding the termination of this Agreement or any negotiations, discussions or possible transactions between the parties, the parties mutually agree that the obligations contained herein will remain in effect for a period of one (1) year after the disclosure of such Confidential Information. For clarity, in some cases a party's confidentiality obligations may survive up to one year after the Termination Date.

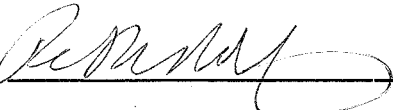
8. **Injunctive Relief.** Each party agrees that money damages would not be a sufficient remedy for any breach of the provisions in this Agreement and that the non-breaching party will be entitled to seek injunctive relief, specific performance or any other appropriate equitable remedies for any such breach. Such remedies will not be deemed to be exclusive, but will be in addition to all of the remedies available at law or in equity. In addition, the non-breaching party will be entitled to payment of its legal fees and disbursements, court costs and other expenses (including reasonable attorneys' fees) of enforcing, defending or otherwise protecting its interests hereunder.
9. **No Contest.** The Receiving Party will not contest or aid in contesting the ownership or validity of the patents, copyrights, trademarks, service marks, and trade secrets of the Disclosing Party.
10. **Miscellaneous.**
 - (a) **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles that would result in the application of the law of another jurisdiction, and venue will be Leon County, Florida.
 - (b) **No Waiver.** No failure or delay by either party in exercising any right, power or privilege will operate as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise of any right, power or privilege.
 - (c) **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same Agreement.
 - (d) **No Assignment.** This Agreement may not be amended or assigned without the written consent of the parties hereto.
 - (e) **Severability.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect. If any of the covenants or provisions of this Agreement are determined to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will reduce such extent, duration, scope or other

provision and enforce them in their reduced form for all purposes contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

Florida Health Choices, Inc.:

Blue Cross and Blue Shield of Florida, Inc.:

By: 

Print Name: Rose M. Naff

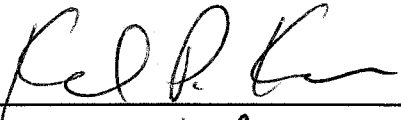
Title: Chief Executive Officer

By: 

Print Name: _____

Title: _____

Ceridian Exchange Services:

By: 
Kenneth P. Kunsman

Print Name: Bart Valdez

SVP, Government Relations
Title: President