



**Nondisclosure Agreement
Between**

_____ and
PricewaterhouseCoopers LLP

This Nondisclosure Agreement (the "Agreement"), effective as of _____, 2016, (the "Effective Date"), is by and between PricewaterhouseCoopers LLP, a Delaware limited liability partnership ("PwC"), with offices at One N. Wacker Dr., Chicago, IL 60606 and _____, a _____ corporation (the "Proposer"), _____, _____, _____.

The parties desire that Proposer provide PwC with certain confidential, proprietary information related to network provider fee schedules and discounts for the purposes of PwC providing RFP evaluation services to the State of Mississippi State and School Employees Health Insurance Management Board (the "Board"), specifically with respect to evaluating and comparing the financial aspects of proposals from organizations responding to the Board's REQUEST FOR PROPOSAL (hereinafter "RFP") FOR THIRD PARTY ADMINISTRATION SERVICES dated December 28, 2015 (the "Engagement").

Therefore, it is agreed as follows:

1. "Confidential Information" means non-public information provided to PwC by or on behalf of Proposer that is either marked as "confidential" or "proprietary". The Confidential Information specific to this Agreement is expected to be limited to network provider fee schedules, as well as contracted rates or discounts by specific provider and service type.

Confidential Information shall not include information that:

- a. Is rightfully known to PwC prior to its disclosure; or
 - b. Is released by Proposer to any other person or entity (including governmental agencies) without restriction; or
 - c. Is independently developed by PwC without use of or reliance on Confidential Information; or
 - d. Is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by PwC from a non-party.
2. PwC agrees to take reasonable measures to protect the confidentiality of Confidential Information that it receives and, except as requested or directed by the Proposer, or as permitted in this Agreement, or as required by applicable law, statute, rule, regulation or professional standard, PwC will not disclose Confidential Information to third parties without the Proposer's prior consent.
 3. PwC may disclose Confidential Information in furtherance of this Agreement and: (i) as requested or directed by Proposer, or (ii) as necessary to perform the Services or this Agreement, or (iii) to its subsidiaries or the domestic or foreign member firms of the global network of separate and independent PricewaterhouseCoopers firms and other parties that PwC engages to assist with its business operations, and/or for internal, administrative and/or regulatory compliance purposes.
 4. It is understood and acknowledged by all parties to this agreement that the information submitted to PwC in response to the Board's REQUEST FOR PROPOSAL FOR THIRD PARTY ADMINISTRATION SERVICES, becomes the property of the Board, and is being received and maintained by PwC on behalf of the Board. As such, the Board may, at its sole discretion, require that PwC provide to the Board, any and all Confidential Information received by PwC in response to the RFP.
 5. Notwithstanding anything to the contrary in this Agreement, PwC shall disclose summarized financial comparison information based on PwC's review of the Confidential Information in order for PwC to provide recommendations to the Board regarding the financial impact of the Proposer's proposal. Such summarized financial comparison information may include average provider fees, discounts, or other summary information that does not indicate specific fee schedules, contracted rates, or other contract terms between Proposer and a specific provider in Proposer's network.



6. Notwithstanding anything to the contrary in this Agreement, PwC may disclose Confidential Information as may be required by applicable law, statute, rule or regulation (including any court order, subpoena or other similar form of process), or by professional standards. In such instance, PwC shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement, or Confidential Information disclosed to the Board) provide the Proposer with prior written notice thereof so that Proposer may object to the request and/or seek an appropriate protective order.
7. PwC recognizes the confidential and proprietary nature of Proposer's Confidential Information and acknowledges that in the event of a breach of this Agreement, Proposer may suffer irreparable harm. Accordingly, Proposer shall be entitled to seek injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or in equity.
8. This Agreement shall be governed and construed pursuant to the laws of the State of New York, without giving effect to any conflict-of-law provisions that would require the laws of another jurisdiction to apply.
9. If and when the Board awards Proposer the business being proposed by the Proposer to the Board in response to the RFP dated December 28, 2015, PwC's confidentiality obligations under this Agreement regarding information exchanged between PwC and the Board will terminate and Proposer acknowledges that under this circumstance PwC will provide all details of the Proposer's Confidential Information, as provided by the Proposer to PwC, to the Board.
10. No party to this Agreement may assign or transfer this Agreement, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid.
11. If any provision of this Agreement is found to be unenforceable or invalid, the remainder of such provision shall be enforced to the maximum extent permitted by law.
12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile, or attached as a .pdf, .jpeg, or similar file type to an email.
13. This Agreement represents the entire agreement between the parties with regard to the subject matter hereof, and supersedes any prior understandings, proposals or agreements concerning the subject matter hereof. Any changes to this Agreement must be agreed in writing.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized representative as of the Effective Date.

PricewaterhouseCoopers LLP: _____:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____