

Humana Web Confidentiality Agreement

Commitment to Confidentiality:

Confidentiality is a top priority at Humana Inc. We are committed to ensuring the security and confidentiality of our customers' information accessible through Humana.com. The following agreement and notices describe how we use information that you provide and conduct electronic business with you through this Web site.

Personal Information:

At Humana Inc. (and its wholly owned subsidiaries), we are very aware of the privacy concerns of our customers and others who visit the Humana Web site. In fact, we share your concerns and will not solicit personal information from you as you tour our site, though you may provide that information voluntarily. If you do elect to provide personal information to us, in no case will we sell, license or transmit that information outside of Humana Inc. for any reason, unless you authorize us to do so.

There are instances in which Humana Inc. might internally use the personal information you voluntarily submit. These instances include identifying and registering you for the Customer Service Center portion of our site. In addition, we may disclose your personal information (as described below) to our agents, affiliates and subsidiaries to enable them to perform certain functions for us. We may also use your Secret Prompt, Secret Response and birth date to later identify you in case you forget or misplace your User ID/Password.

"Personal" information is described as data that is unique to an individual, such as a name, address, telephone number, social security number and date of birth (DOB). At times, we may request personal information from you through our sites in order to deliver requested materials to you, respond to your questions, or deliver a product or service.

What you should know:

The information contained on this Humana Inc. Web site is provided for general informational purposes, as a convenience to the customers of Humana Inc. subsidiaries and as a public service. The material is not a substitute for obtaining professional advice from a qualified person, firm or corporation. Consult the appropriate professional advisor for more complete and up-to-the minute information. Humana Inc. is not engaged in rendering any legal, medical or professional services by placing this general informational material on this Web site.

In no circumstances will Humana Inc. be liable to any party for any direct, indirect, special or other

consequential damages arising out of any use of this web site, or any other hyper-linked web site. This includes, without limitation, any lost profits, business interruption, loss of programs or data on your equipment, or otherwise, even if Humana Inc. is expressly advised of the possibility or likelihood of such damages.

Information may be changed or updated without notice. Therefore, information contained on our sites may be out of date at any given time. Humana Inc. may also make improvements and/or changes to the products and/or programs described on our sites at any time without notice.

E-Mail:

Should you send us your questions and comments via e-mail to any mail box provided on any of our affiliated Web sites, we will share your correspondence with our Customer Service representatives and those employees or agents most capable of addressing your questions and concerns. We will retain your communication until we have done our very best to provide you with a complete and satisfactory response. Ultimately, we will either discard your communication or, in some cases, archive it.

Please note that e-mail does not provide a means for completely secure and private communications between Humana Inc. and you, the User. Although every attempt will be made to keep your information confidential, from a technical standpoint, there is still a risk. For that reason, please do not use e-mail to communicate information to us that you consider to be confidential.

Humana has created a secure e-mail facility on our Web site for electronic communication. Using this secure facility will allow you to contact Humana electronically while keeping the information you send to Humana, and any information Humana sends to you, confidential.

Confidentiality Agreement:

THIS CONFIDENTIALITY AGREEMENT is entered into by and between **HUMANA INC.** ("**Humana**") and you in your role as a healthplan member or as an administrator of your Organization ("**Organization**" means a Provider, Provider group, Employer, Employer Group, Agent, Broker, Agency and Brokerage firm.) Humana and You are sometimes hereinafter referred to individually as the "**Party**" or collectively as the "**Parties**".

WHEREAS, the Parties hereto desire to enter into a confidentiality arrangement whereby parties shall share information;

WHEREAS, the Parties acknowledge that any information or data, whether printed, written, oral or electronically stored or reproduced and whether provided in response to specific inquiry or voluntarily provided, including but not limited to the identity of Humana's customers, Humana's methods of doing

business, and financial information regarding Humana's customer contracts, both detailed information and the basic nature of the information is confidential, and that both Parties intend that such information remain confidential ("**Confidential Material**");

WHEREAS Parties have received information from each other in connection with the Organization Access Agreement ("**Agreement**") between the parties. As a condition to the Parties furnishing such information, parties are requiring that each party agree, as set forth below, to treat confidentially such information and any other information that the parties or any subsidiary or the agents or representatives of any of them furnish, whether furnished before or after the date of this Agreement, and all notes, analyses, compilations, studies and other documents, whether prepared by either party or others, which contain or otherwise reflect such information.

WHEREAS The term "Confidential Material" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by party or parties' subsidiaries or agents, (ii) was rightfully available to party on a non-confidential basis from a source other than said parties, provided that such source is not bound by a confidentiality agreement with any of said parties or otherwise prohibited from transmitting the information to party by a contractual, legal or fiduciary obligation.

NOW THEREFORE, Without the written prior consent of the party, party will not, and will direct your directors, agents and employees who have access to the Confidential Materials, not to, disclose to any person who is not a direct participant in the Organization Access Agreement any of the Confidential Materials. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, trust or individual.

Both parties shall maintain the confidentiality of information of members/patients, insurers or other persons or entities to whom the Confidential Material may pertain. The Parties agree to prevent the disclosure of such information to third parties except in connection with its obligations hereunder and as may be required by law.

You and your subsidiaries, agents, or employees, will not, and you will direct your directors, officers, employees and representatives not to, use any of the Confidential Material for any reason or purpose other than to provide the services set forth in the Group Provider Organization Access Agreement.

In the event that party or any of parties subsidiaries are requested or required (by oral questions, interrogatories, requests for information or document, subpoena, civil investigative demand or similar process) to disclose any information supplied to you in the course of your dealings with the other party or any subsidiary of the other party or the agents of any of them, you agree to provide the other party with prompt notice of such request(s) so that it may seek an appropriate protective order and/or waive your compliance with the provisions of this Agreement. It is further agreed that, if in the absence of a protective order or the receipt of a waiver hereunder you are nonetheless, in the reasonable opinion of your attorney, compelled to disclose information concerning the other party or any subsidiary of the other

party to any tribunal or else stand liable for contempt or suffer other censure or penalty, you may disclose such information to such tribunal without liability hereunder.

At the termination of such Agreement, you will promptly, upon the request of the other party, deliver to such party all documents or other matters furnished to you constituting Confidential Material, without retaining any copy thereof. In the event of such request, all other documents or other matters constituting Confidential Material will be destroyed (including all electronic images of Confidential Material), and you will confirm in writing that all Confidential Material has been returned or destroyed.

It is understood and agreed that no failure or delay by the other party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

If you are in agreement with the foregoing, please indicate by clicking on the "I Agree" button below.