

DATA EXTRACT AND CONFIDENTIALITY AGREEMENT (Three-Party)

This Data Extract and Confidentiality Agreement (“**Agreement**”) is entered into by and between:

- HealthEquity, Inc. (“**Receiving Party**”);
- the Group identified below (“**Group**”); and
- Cambia Health Solutions, Inc. (“**Disclosing Party**”).

Each are sometimes individually referred to herein as a “**Party**” and collectively as “**Parties**.”

Group is a mutual client of both Receiving Party and Disclosing Party. Moreover, Group has engaged Receiving Party to provide health savings accounts (as defined in 26 USC Sec 223) custodian services and administration services for flexible spending arrangements (as defined in 26 USC Sec. 106(c) which includes Flexible Spending Accounts as defined in 26 USC Sec. 125 and Health Reimbursement Arrangements as defined in IRS Notice 2002-45) that require Disclosing Party to provide confidential and proprietary information (the “Data Extract Information”) to the Receiving Party. Disclosing Party is willing to provide such confidential and proprietary information to Receiving Party provided that the Parties agree to the terms of this Agreement.

Group hereby: (i) requests that Disclosing Party provide the Data Extract Information to Receiving Party and (ii) represents and warrants it has entered into a contractual arrangement and has executed necessary Business Associate Agreements and/or Data Protection Agreement with both Disclosing Party and Receiving Party.

DEFINITIONS

“**Confidential Information**” means all Data Extract Information provided by Disclosing Party or its Representatives to Receiving Party or its Representatives whether prior to, on, or after the date of this Agreement (whether in written, electronic, or oral form) including, but not limited to:

- Group member information, claims data, provider payment data, provider pricing data, pricing policies, rate tables, discount information, fee schedules, reimbursement data, and information about the Group, as well as any extracts, analyses, summaries, reviews, notes, and other materials that contain or are in any way derived from the same.
- Confidential Information will include any disclosed personal information, which includes, but is not limited to, “Protected Health Information”, as defined in 45 CFR § 160.103.
- Confidential Information also includes confidential information of a third party that Disclosing Party is obligated to treat as confidential.

A Party’s obligations apply only to the extent Confidential Information is: (a) conspicuously marked “confidential” or similar designation; (b) identified by Disclosing Party as confidential before or promptly after disclosure; or (c) disclosed in a manner, or of a type, such that it should reasonably have been understood under the circumstances that the information is considered confidential or proprietary. Failure by Disclosing Party to mark information as “confidential” or with a similar designation will not be determinative of the protected, confidential, or proprietary character of the disclosed information.

“**Representatives**” means directors, officers, managers, employees, partners, affiliated entities (i.e., an entity controlling, controlled by, or under common control with a Party), downstream vendors,

subcontractors, agents, consultants, advisors, and other authorized representatives.

“**Person**” means any natural person, corporation, limited liability company, partnership, trust, organization, association or other entity, including any government entity.

NONDISCLOSURE

Covenant of Non-Use and Nondisclosure. Receiving Party will hold the Confidential Information in confidence and will use the Confidential Information for the sole and limited purpose of providing services to the Group or its members (the “**Purpose**”). Without limiting the foregoing, the Receiving Party will not, in whole or in part, use the Confidential Information in either aggregate or de-identified form: (i) for any other purpose other than the Purpose; (ii) to provide services to any other party; or (iii) for its own benefit to develop normative and benchmarking data, internal or external research, analysis and product development, without the prior written consent of Disclosing Party.

Receiving Party and Group will not disclose, reveal or communicate Confidential Information to any Person, directly or indirectly, by any means, without the prior written consent of Disclosing Party, except Receiving Party and Group may disclose Confidential Information on a need-to-know basis, to those of its Representatives of who are informed of the confidential nature of the Confidential Information and the obligations under this Agreement, and who have agreed to be bound by and comply with the provisions of this Agreement. Receiving Party and Group will cause its Representatives to comply with the provisions of this Agreement, and will be liable to Disclosing Party for any breach of this Agreement by its Representatives.

A Party may disclose the Confidential Information in accordance with a judicial or other governmental order, but only if prior to such disclosure the Party: (a) promptly notifies (to the extent permitted by law) Disclosing Party in writing of the order to enable Disclosing Party to seek a protective order or other appropriate remedy; (b) provides reasonable assistance to Disclosing Party in obtaining such protective order, provided that any costs or expenses in connection with such protective order are paid by Disclosing Party; and (c) complies with any applicable protective or similar order.

Notification and Assistance Obligations. A Party will: (i) promptly notify Disclosing Party in writing of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement; and (ii) exercise reasonable efforts to assist Disclosing Party to retrieve any Confidential Information that was used or disclosed by a Party or its Representative(s) without the specific prior written authorization of Disclosing Party and to mitigate the harm caused by the unauthorized use or disclosure.

Destruction of Confidential Information. Upon termination of this Agreement or written request by Disclosing Party, except with respect to that portion of Confidential Information that is incorporated into a member’s account pursuant to Purposes, a Party will: (i) promptly destroy all materials furnished by Disclosing Party containing Confidential Information, as well as all copies, extracts, analyses, summaries, reviews, notes, and other materials that contain or are in any way derived from Confidential Information and that are in the possession or under the control of a Party; and (ii) certify in writing to Disclosing Party that all materials have been destroyed. Confidential Information that is incorporated into a member’s account will be deleted or destroyed in accordance to the services agreement with the member or with the Group to which the member belongs.

INDEMNIFICATION

Receiving Party will defend and indemnify Disclosing Party and its Representatives for, from, and against any and all claims, loss, actions, proceedings, damages, liabilities, and expenses of every kind, whether

known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of a breach of this Agreement by Receiving Party or by Receiving Party's Representatives.

The Group will hold harmless Disclosing Party and its Representatives for, from, and against any and all claims, loss, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney's fees, resulting from or arising out of a breach of this Agreement by Receiving Party or by Receiving Party's Representatives.

EQUITABLE RELIEF

The Parties acknowledge that the remedies available at law for any breach of this Agreement may, by their nature, be inadequate. Accordingly, without prejudicing any other remedies that may be available to it, Disclosing Party may seek injunctive relief or other equitable relief to restrain a breach or threatened breach of this Agreement or to specifically enforce this Agreement, without proving that any monetary damages have been sustained.

GENERAL

Term and Termination. This Agreement will terminate upon written notice by any Party to the other Parties. Notwithstanding any provision herein: (i) the rights and obligations of the Parties with respect to Confidential Information disclose prior to the effective date of termination will survive the termination of this Agreement; and (ii) the obligations regarding the destruction of Confidential Information will remain in effect until satisfied.

No Representations or Warranties. No representation or warranty, express or implied, is made by Disclosing Party as to the accuracy or completeness of any information that is provided hereunder.

Ownership of Confidential Information. Neither this Agreement nor any exchange of information hereunder by the Disclosing Party will be construed as creating, conveying, transferring, granting or conferring upon any other Party any rights, license, or authority in or to the information exchanged not expressly provided for in this Agreement. Receiving Party disclaims ownership of Confidential Information provided by Disclosing Party. The preceding sentence, however, in no way prevents Receiving Party from using the Confidential Information to further the Purpose of this Agreement at the direction of the Group or its members.

No Agency Relationship. This Agreement does not create an agency relationship between the Parties and does not establish a joint venture or partnership between the Parties. Neither party has the authority to bind the other Party or represent to any Person that the Party is an agent of the other Party.

Waivers and Consents. No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. Any written consent of Disclosing Party required pursuant to this Agreement may be withheld in the sole discretion of Disclosing Party.

Notices. All notices or other communications required or permitted by this Agreement: (i) must be in writing; (ii) must be delivered to the Parties at the addresses set forth below, or any other address that a Party may designate by notice to the other Party; and (iii) are considered delivered upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

Governing Law and Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Unless waived by the Parties, the exclusive jurisdiction and venue for any action arising out of or relating to the subject matter of this Agreement shall be the state and federal courts located in Multnomah County, Oregon, and the Parties hereby submit to the personal jurisdiction of such courts.

Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, the prevailing Party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing Party's reasonable attorney's fees and other fees, costs, and expenses of every kind.

Construction. This Agreement contains the entire understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. This Agreement will be binding on the Parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. The Parties do not intend to confer any right or remedy on any third party. This Agreement may be amended only by a written document signed by all the Parties. This Agreement is not assignable or transferable without the prior written consent of the other Party. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each Party has signed the counterpart.

[INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

This Agreement shall be effective on the last signature date set forth below (the "Effective Date").

Cambia Health Solutions, Inc.

By: Bill Bradley

Printed Name: Bill Bradley

Its: VP, Product Development

Address: Cambia Health Solutions, Inc.
100 SW Market Street, MS E12B
Portland, OR 97201

Date: 10/6/2015

HealthEquity Inc.

By: [Signature]

Printed Name: [Signature]

Its: CEO

Address: 15 W Scenic Pointe Dr, Suite 100
Draper, UT 84020

Date: 9-22-15

Dickson Leung
cn=Dickson Leung,
o=HealthEquity, Inc., ou=Legal,
email=dleung@healthequity.co
m, c=US
2015.09.17 10:03:23 -06'00'

Group: _____

By: _____

Printed Name: _____

Its: _____

Address: _____

Date: _____