CONFIDENTIALITY AGREEMENT

Please read this agreement in its entirety. If you have any questions, please ask before signing this agreement.

Each person who contracts with, associates with, works for, consults, observes, advises, or volunteers at Gillette Children's Specialty Healthcare, or with Gillette Children's Specialty Healthcare employees related to Gillette Children's Specialty Healthcare matters, is required to ensure the confidentiality of Gillette information during the term of their employment or association with Gillette.

"Confidential Information" includes but is not limited to Gillette information not generally known to the public that is identified as confidential by Gillette at the time of disclosure or which you otherwise have reason to know is confidential, examples of which may include patient health records, student records, trade secrets, payor, patient information and lists, business ideas, strategies or plans, projections, research, diagnostic screening protocols, clinical outcomes, data collection methodology, treatment protocols or algorithms, payor and insurance management strategies, billing approaches, reimbursement amounts, staffing strategies and relationships, finances and financial information, marketing, purchasing, computer programs and source codes, recruiting plans and programs. Confidential information shall not include information disclosed (a) if required by applicable law or any court, governmental agency or regulatory agency or by subpoena or discovery request in pending litigation; (b) if the information is available or ascertainable from public information (other than as a result of a prior unauthorized disclosure); or (c) if the information was or is received from a third party not known to be under a confidentiality agreement with regard to such information.

Gillette Confidential Information (or Gillette Data) shall not be utilized or employed in any generative or other artificial intelligence algorithms, models, software, tools, technologies, or systems, including but not limited to, natural language processing, deep learning models, or machine learning, unless Gillette provides express prior consent in writing.

I agree to maintain the confidentiality of all Gillette Confidential Information during the term of my employment or association, and thereafter.

Gillette has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of their health information. I understand and acknowledge that in the performance of my duties as a contractor/employee/ physician/ observer/volunteer/ student/consultant/other of Gillette, I may have access to confidential patient information. I agree to maintain the confidentiality of all past, present, and future patient health information that is obtained by any means: oral (heard or discussed), paper (faxes, documents), and electronic (computer, PDA).

Furthermore, I agree that at the end of this association or employment, I will promptly return to Gillette any and all Confidential Information, including patient and policy information disclosed to me that is written, electronic, or in any other form. I will continue to maintain the confidentiality of any unwritten or oral information in my possession subject to the terms of this Agreement.

I hereby acknowledge that I have read and understand the foregoing information and that my signature below signifies my agreement to comply with the above terms. In the event of a breach of this Agreement, I acknowledge that Gillette may, as applicable and as it deems appropriate, pursue disciplinary action up to and including termination, or pursue whatever legal action is necessary to enforce the terms of this Agreement.

Signature: _____ **Date:** _____

Printed Name: _____