

## CONFIDENTIALITY POLICY

Healthcare Industry Resilience Collaborative, Association (“HIRC”) members acknowledge that participation in HIRC may result in sharing of certain confidential data with other HIRC members. Such information may include, without limitation, business affairs, services, operations, financial data, strategic plans, trade secrets, policies and procedures, research protocols, research data, employee data, and other non-public proprietary and/or confidential information (“Confidential Information”).

Disclosure of Confidential Information will not create any additional obligations on the part of the disclosing member other than as may be agreed upon in writing between the parties. A disclosing member is not making any representations or warranties, express or implied, as to the accuracy or completeness of such Confidential Information, and neither the disclosing member nor its officers, directors, employees, members, owners, affiliates or agents will have any liability to HIRC or any member or any other person relating to its use of or reliance on Confidential Information of the disclosing member.

As a condition of HIRC membership, HIRC members hold in confidence any Confidential Information, received as a result of HIRC membership, in accordance with the following terms described in this policy (“Confidentiality Policy”):

- To the extent reasonably possible, Confidential Information shall be designated, marked, or otherwise identified as “confidential” at the time of disclosure or within a reasonable period of time after disclosure. Notwithstanding the foregoing, failure to so designate, mark, or identify Confidential Information as “confidential” shall not release a HIRC member of its obligations of confidentiality hereunder if such Confidential Information would be reasonably regarded as confidential by the member based on the nature of such Confidential Information or the circumstances of disclosure of such Confidential Information.
- HIRC members each agree that they shall use any Confidential Information disclosed to them solely for purposes of their own internal use, for HIRC activities, and to fulfill their obligations under their HIRC membership agreement or any other applicable agreement or any other applicable agreement between such member and HIRC. For the sake of clarity, no HIRC member shall commercially exploit with a third party any Confidential Information, without the written consent of the disclosing party. Members shall each use reasonable efforts to prevent the disclosure of such Confidential Information to third parties, except as permitted hereby. Members shall only disclose Confidential Information to their respective employees, agents or representatives who need to know such Confidential Information in order to comply with applicable law, the terms of this Confidentiality Policy, and for the purpose of conducting HIRC activities. Following the expiration or termination of HIRC membership, any former member will, upon request, return or properly destroy any Confidential Information of the requesting party. Each member’s obligations of confidentiality and nonuse with respect to Confidential Information hereunder shall remain in effect for the longer of (a) three (3) years following receipt of such Confidential Information, or (b) such period required by any other applicable agreement.

- Confidential Information shall not include information that a HIRC member can demonstrate that (a) the member already possessed at the time of its receipt of that information; (b) became part of the public domain other than through any fault of the member; (c) the member received from a third party having no obligations of confidentiality to the disclosing party; (d) the member independently developed without use of another party's Confidential Information; or (e) the member is required to disclose by law or regulation or judicial order, in which case it shall notify such other member who was the disclosing party, as appropriate, of the requirement prior to making the disclosure.
- Each HIRC member will promptly notify the disclosing member and HIRC upon becoming aware of any breach or threatened breach of the obligations under this Confidentiality Policy. In such event, each member, including but not limited to the breaching member, shall give all reasonable assistance to the disclosing member in connection with any steps that the disclosing member may wish to take to stop such breach or threatened breach.

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This Confidentiality Policy has been approved and adopted by the Board of Directors of HIRC on February 16, 2022.