

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made as of the 21st day of May, 2025 by and between CorVel Enterprise Comp, Inc. a wholly-owned subsidiary of CorVel Corporation ("CorVel"), and County of DuPage (the "CUSTOMER").

This Agreement is being executed in connection with discussions and other exchanges of information that representatives of the parties have had or will have for the purpose of evaluating the possibility of entering into certain business transactions and for access to CorVel's current SOC Reports and or their bridge letters.

The parties understand that their relationship is one of mutual trust and confidence and that, through such discussions and other exchanges of information, each party may gain access to Proprietary Information (as defined below). Each of the parties agrees that it and each of its officers, directors, employees and counsel will maintain the confidentiality of all such Proprietary Information as follows:

1. Proprietary Information.

a. Definitions.

(i) "Disclosing Party" means the party disclosing Proprietary Information to the other party pursuant to this Agreement.

(ii) "Receiving Party" means the party receiving Proprietary Information from the other party pursuant to this Agreement.

(iii) "Proprietary Information" means all information and know-how, regardless of whether in writing, relating to the business, technical or financial affairs of the Disclosing Party, or its subsidiaries, affiliates, customers, potential customers, suppliers or potential suppliers, which the Disclosing Party makes available to the other Receiving Party or which has or may come into possession of the Receiving Party. Proprietary Information may include, by way of illustration and not limitation, any invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer information, apparatus, equipment, trade secret, process, research, reports, clinical data, financial data, technical data, computer program, software, software documentation, hardware design, technology, marketing or business plan, corporate structure for regulatory compliance, forecast, unpublished financial statement, budget, license, price, cost and personnel data.

b. Exclusions and Limitations. Notwithstanding the foregoing, Proprietary Information shall not include information that (i) is or has become public knowledge other than through any act or omission of the Receiving Party in violation of this Agreement, (ii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than

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representatives of the Disclosing Party, provided such source is not, to the best of the Receiving Party's knowledge, prohibited from transmitting any of the Information by a contractual, legal or fiduciary obligation; or (iii) is or has already been independently acquired or developed by the Receiving Party without violating any confidentiality agreement with or other obligation of secrecy to the Disclosing Party or (iv) was in the possession of or known by the Receiving Party prior to the date of disclosure by the Disclosing Party pursuant to this Agreement. In addition, the Receiving Party shall be entitled to release Proprietary Information to permit it to prosecute or defend any claim under this Agreement or pursuant to an order of a court or government agency, provided, however, in the case of release pursuant to this section the Receiving Party shall provide reasonable assistance to the Disclosing Party in the Disclosing Party's attempt to limit the release to the greatest extent reasonably possible under the circumstances and shall have provided the Disclosing Party with sufficient advance notice to permit the Disclosing Party to seek a protective order or other order protecting its Proprietary Information from disclosure.

2. Obligations.

a. With respect to the Disclosing Party's Proprietary Information, the Receiving Party Agrees that it shall keep such Proprietary Information confidential and:

(i) use the same degree of care in safeguarding the Proprietary Information as it uses for its own confidential or like information, but in no event less than reasonable care;

(ii) restrict disclosure to those of its directors, officers, employees (and in addition in the case of the Company, to those of the directors, officers and employees of all affiliated companies), attorneys or consultants who have a need to know the same in furtherance of the purposes to this Agreement;

(iii) use such Proprietary Information only for the purposes of evaluating the possibility of entering into a business transaction with the Disclosing Party (and in the case of the Customer, use such Proprietary Information only for the purposes of evaluating the possibility of the Customer or a client/customer of the Customer entering into a business transaction with the Disclosing Party); and

(iv) will not reverse engineer, disassemble, decompile or copy the Proprietary Information except as permitted hereunder, and shall not, directly or indirectly (including in the conduct of its business), use, or permit to be used, the Proprietary Information to that Disclosing Party's detriment, whether or not the Receiving Party benefits from such detrimental use.

b. The Receiving Party agrees that all Proprietary Information contained in files, letters, memoranda, reports, records, data, sketches, drawings, laboratory notebooks, program listings, or other written, photographic, or other tangible material that the Receiving Party creates or which shall come into its custody or possession shall be and are the exclusive property of the Disclosing Party to be used by the undersigned only for the purposes expressly contemplated by this Agreement. At the request of the Disclosing Party, the Receiving Party shall destroy all of

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its copies of such Proprietary Information or return the same to Disclosing Party, and in either case upon request from the Disclosing Party shall certify its compliance with the terms of this provision. After such destruction or delivery, the Receiving Party shall not retain any copies thereof or any such tangible property.

3. General.

a. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement.

b. No delay or omission by the Disclosing Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Disclosing Party on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

c. This Agreement is governed by and will be construed in accordance with the laws of the State of Illinois without regard to conflicts of law principles. Each party agrees that a party shall be entitled to equitable relief, including without limitation, injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement by the other party, in addition to all other remedies available at law or in equity. Each party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the 18th Judicial Circuit Court of the State of Illinois, DuPage County, or of the United States of America located in the State of Illinois for any actions, suits or proceedings arising out of or relating to this Agreement.

d. Both parties acknowledge that breach of the foregoing obligations may cause irreparable injury to the Disclosing Party and that Disclosing Party may seek and obtain injunctive or other equitable relief against such breach or threatened breach without prejudice to any other remedies which may be available to it.

e. Nothing in this Agreement shall be construed as establishing or implying any partnership between the parties and nothing in this Agreement shall be deemed to constitute either of the parties hereto as the agent of the other party or to commit the other party in any way whatsoever, without obtaining the other party's prior written consent.

f. Nothing contained in this Agreement shall be construed as implying any commitment or agreement by either party to make any investment in the other party or in any business of the other party or to enter into any other business arrangements of any nature whatsoever with the other party.

g. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements

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and understandings concerning the subject matter hereof. This Agreement may be amended, waived or revoked only by a written instrument executed by both parties hereto. This Agreement shall survive the execution of any contract between the parties unless otherwise expressly agreed.

h. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by a duly authorized representative.

i. No license under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the disclosure of any Proprietary Information to that party. No disclosure of any Proprietary Information by the parties shall constitute any representation or warranty by that party regarding the accuracy of the same or the non-infringement of any trademark, patent, copyright or any other intellectual property.

j. Neither party shall disclose, publicize or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other party, except as may be required by law or administrative or legal process or pursuant to any securities exchange rules. If any Proprietary Information disclosed hereunder constitutes material non-public information about the Disclosing Party, the Receiving Party agrees not to trade in the securities of the Disclosing Party or in the securities of any relevant third party until such time as no violation of the securities laws would result from the trading of those securities.

k. This Agreement and any amendment hereto may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This Agreement may be delivered by facsimile.

l. All notices, requests and consents under this Agreement shall be in writing and shall be deemed to have delivered (a) on the date personally delivered, (b) on the date mailed, postage prepaid by certified mail with return receipt requested, or (c) when sent via facsimile and confirmed to the following address as applicable:

If to the Customer: ATTN: County of DuPage, 421 North County Farm Road, Illinois,
60187-3978

If to the Company: ATTN: CorVel Corporation, 1920 Main Street Suite 900, Irvine
CA 92614

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above and agree to be bound by all terms and conditions contained herein.

CorVel Enterprise Comp, Inc.

County of DuPage

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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