UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Quarterly Period Ended March 31, 2024

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 001-16751

ELEVANCE HEALTH, INC.
(Exact name of registrant as specified in its charter)

Indiana	**35-2145715**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification Number)**

220 Virginia Avenue
Indianapolis , Indiana 46204
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (833) 401-1577

Not Applicable
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	ELV	New York Stock Exchange

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒
As of April 10, 2024, 232,417,867 shares of the Registrant's Common Stock were outstanding.

Elevance Health, Inc.

Quarterly Report on Form 10-Q
For the Period Ended March 31, 2024

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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Elevance Health, Inc.

Consolidated Balance Sheets

	March 31, 2024	December 31, 2023
	(Unaudited)	
(In millions, except share and per share data)		
Assets		
Current assets:		
Cash and cash equivalents	$ 6,226	$ 6,526
Fixed maturity securities (amortized cost of $ 30,427 and $ 30,446 ; allowance for credit losses of $ 4 and $ 4)	29,530	29,614
Equity securities	511	229
Premium receivables	8,931	7,902
Self-funded receivables	4,242	4,558
Other receivables	5,120	5,405
Other current assets	6,388	5,795
Total current assets	60,948	60,029
Long-term investments:		
Fixed maturity securities (amortized cost of $ 902 and $ 890 ; allowance for credit losses of $ 0 and $ 0)	880	876
Other invested assets	6,713	6,107
Property and equipment, net	4,451	4,359
Goodwill	25,947	25,317
Other intangible assets	10,710	10,273
Other noncurrent assets	2,245	1,967
Total assets	$ 111,894	$ 108,928
Liabilities and equity		
Liabilities		
Current liabilities:		
Medical claims payable	$ 16,459	$ 16,111
Other policyholder liabilities	5,298	5,600
Unearned income	1,474	1,402
Accounts payable and accrued expenses	5,658	6,910
Short-term borrowings	1,575	225
Current portion of long-term debt	2,900	1,649
Other current liabilities	10,970	9,894
Total current liabilities	44,334	41,791
Long-term debt, less current portion	21,976	23,246
Reserves for future policy benefits	765	778
Deferred tax liabilities, net	2,201	1,970
Other noncurrent liabilities	1,908	1,738
Total liabilities	71,184	69,523
Commitments and contingencies – Note 11		
Shareholders' equity		
Preferred stock, without par value, shares authorized – 100,000,000 ; shares issued and outstanding – none	—	—
Common stock, par value $ 0.01 , shares authorized – 900,000,000 ; shares issued and outstanding – 232,544,717 and 233,071,088	2	2
Additional paid-in capital	8,883	8,868
Retained earnings	33,088	31,749
Accumulated other comprehensive loss	(1,365)	(1,313)
Total shareholders' equity	40,608	39,306
Noncontrolling interests	102	99
Total equity	40,710	39,405
Total liabilities and equity	$ 111,894	$ 108,928

See accompanying notes.

Elevance Health, Inc.
Consolidated Statements of Income
(Unaudited)

	Three Months Ended March 31	
	2024	**2023**
(In millions, except per share data)		
Revenues		
Premiums	$ 35,696	$ 35,868
Product revenue	4,499	4,022
Service fees	2,078	2,008
Total operating revenue	42,273	41,898
Net investment income	465	387
Net losses on financial instruments	(161)	(113)
Total revenues	42,577	42,172
Expenses		
Benefit expense	30,546	30,786
Cost of products sold	3,825	3,481
Operating expense	4,886	4,800
Interest expense	265	251
Amortization of other intangible assets	116	235
Total expenses	39,638	39,553
Income before income tax expense	2,939	2,619
Income tax expense	690	615
Net income	2,249	2,004
Net income attributable to noncontrolling interests	(3)	(15)
Shareholders' net income	$ 2,246	$ 1,989
Shareholders' net income per share		
Basic	$ 9.65	$ 8.37
Diluted	$ 9.59	$ 8.30
Dividends per share	$ 1.63	$ 1.48

See accompanying notes.

Elevance Health, Inc.
Consolidated Statements of Comprehensive Income
(Unaudited)

	Three Months Ended March 31	
	2024	**2023**
(In millions)		
Net income	$ 2,249	$ 2,004
Other comprehensive (loss) income, net of tax:		
Change in net unrealized losses/gains on investments	(56)	427
Change in non-credit component of impairment losses on investments	—	(2)
Change in net unrealized gains/losses on cash flow hedges	2	11
Change in net periodic pension and postretirement costs	4	2
Change in future policy benefits	(2)	2
Foreign currency translation adjustments	—	2
Other comprehensive (loss) income	(52)	442
Net income attributable to noncontrolling interests	(3)	(15)
Other comprehensive income attributable to noncontrolling interests	—	(2)
Total shareholders' comprehensive income	$ 2,194	$ 2,429

See accompanying notes.

Elevance Health, Inc.
Consolidated Statements of Cash Flows
(Unaudited)

	Three Months Ended March 31	
	2024	**2023**
(In millions)		
Operating activities		
Net income	$ 2,249	$ 2,004
Adjustments to reconcile net income to net cash provided by operating activities:		
Net losses on financial instruments	161	113
Equity in net losses of other invested assets	27	30
Depreciation and amortization	331	462
Deferred income taxes	136	(255)
Share-based compensation	62	61
Changes in operating assets and liabilities:		
Receivables, net	(282)	(29)
Other invested assets	(29)	(15)
Other assets	(1,104)	(348)
Policy liabilities	31	306
Unearned income	72	3,282
Accounts payable and other liabilities	(257)	18
Income taxes	581	839
Other, net	—	1
Net cash provided by operating activities	1,978	6,469
Investing activities		
Purchases of investments	(6,103)	(7,443)
Proceeds from sale of investments	4,898	2,489
Maturities, calls and redemptions from investments	535	3,533
Changes in securities lending collateral	(212)	204
Purchases of subsidiaries, net of cash acquired	(1,120)	(1,638)
Purchases of property and equipment	(279)	(301)
Other, net	(29)	(28)
Net cash used in investing activities	(2,310)	(3,184)
Financing activities		
Proceeds from long-term borrowings	—	2,574
Repayments of long-term borrowings	—	(1,908)
Proceeds from short-term borrowings	1,350	325
Changes in securities lending payable	212	(205)
Changes in bank overdrafts	(586)	(291)
Repurchase and retirement of common stock	(566)	(622)
Cash dividends	(379)	(351)
Proceeds from issuance of common stock under employee stock plans	97	43
Taxes paid through withholding of common stock under employee stock plans	(100)	(98)
Other, net	4	2
Net cash used in financing activities	32	(531)
Effect of foreign exchange rates on cash and cash equivalents	—	1
Change in cash and cash equivalents	(300)	2,755
Cash and cash equivalents at beginning of period	6,526	7,387
Cash and cash equivalents at end of period	$ 6,226	$ 10,142

See accompanying notes.

Elevance Health, Inc.
Consolidated Statements of Changes in Equity
(Unaudited)

	Total Shareholders' Equity						
	Common Stock						
(In millions)	Number of Shares	Par Value	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
December 31, 2023	233.1	$ 2	$ 8,868	$ 31,749	$ (1,313)	$ 99	$ 39,405
Net income	—	—	—	2,246	—	3	2,249
Other comprehensive loss	—	—	—	—	(52)	—	(52)
Repurchase and retirement of common stock, including excise tax	(1.1)	—	(44)	(525)	—	—	(569)
Dividends and dividend equivalents	—	—	—	(382)	—	—	(382)
Issuance of common stock under employee stock plans, net of related tax benefits	0.5	—	59	—	—	—	59
March 31, 2024	232.5	$ 2	$ 8,883	$ 33,088	$ (1,365)	$ 102	$ 40,710
December 31, 2022	238.0	$ 2	$ 9,084	$ 29,647	$ (2,490)	$ 87	$ 36,330
Net income	—	—	—	1,989	—	15	2,004
Other comprehensive income	—	—	—	—	440	2	442
Repurchase and retirement of common stock, including excise tax	(1.3)	—	(51)	(575)	—	—	(626)
Dividends and dividend equivalents	—	—	—	(354)	—	—	(354)
Issuance of common stock under employee stock plans, net of related tax benefits	0.4	—	6	—	—	—	6
Convertible debenture repurchases, conversions and tax adjustments	—	—	(342)	—	—	—	(342)
March 31, 2023	237.1	$ 2	$ 8,697	$ 30,707	$ (2,050)	$ 104	$ 37,460

See accompanying notes.

Elevance Health, Inc.
Notes to Consolidated Financial Statements
(Unaudited)
March 31, 2024

(In Millions, Except Per Share Data or As Otherwise Stated Herein)

1. Organization

References to the terms “we,” “our,” “us” or “Elevance Health” used throughout these Notes to Consolidated Financial Statements refer to Elevance Health, Inc., an Indiana corporation, and unless the context otherwise requires, its direct and indirect subsidiaries. References to the “states” include the District of Columbia and Puerto Rico unless the context otherwise requires.

Elevance Health is a health company with the purpose of improving the health of humanity. We are one of the largest health insurers in the United States in terms of medical membership, serving over 46 million medical members through our affiliated health plans as of March 31, 2024. We offer a broad spectrum of network-based managed care risk-based plans to Individual, Employer Group, Medicaid and Medicare markets. In addition, we provide a broad array of managed care services to fee-based customers, including claims processing, stop loss insurance, provider network access, medical management, care management, wellness programs, actuarial services and other administrative services. We provide services to the federal government in connection with our Federal Health Products & Services business, which administers the Federal Employees Health Benefits (“FEHB”) Program. We provide an array of specialty services both to customers of our subsidiary health plans and also to unaffiliated health plans, including pharmacy services, dental, vision and supplemental health insurance benefits, as well as integrated health services.

We are an independent licensee of the Blue Cross and Blue Shield Association (“BCBSA”), an association of independent health benefit plans. We serve our members as the Blue Cross licensee for California and as the Blue Cross and Blue Shield (“BCBS”) licensee for Colorado, Connecticut, Georgia, Indiana, Kentucky, Maine, Missouri (excluding 30 counties in the Kansas City area), Nevada, New Hampshire, New York (in the New York City metropolitan area and upstate New York), Ohio, Virginia (excluding the Northern Virginia suburbs of Washington, D.C.) and Wisconsin. In a majority of these service areas, we do business as Anthem Blue Cross and Anthem Blue Cross and Blue Shield. We also conduct business through arrangements with other BCBS licensees as well as other strategic partners. In addition, we serve members in numerous states as Amerigroup, Freedom Health, HealthSun, MMM, Optimum HealthCare, Simply Healthcare and/or Wellpoint. We are licensed to conduct insurance operations in all 50 states, the District of Columbia and Puerto Rico through our subsidiaries. Through various subsidiaries, we also offer pharmacy services through our CarelonRx business, and other healthcare related services as Carelon Insights, Carelon Health, Carelon Behavioral Health and CareMore.

We have organized our brand portfolio into the following core go-to-market brands:

- Anthem Blue Cross/Anthem Blue Cross and Blue Shield — represents our existing Anthem-branded and affiliated Blue Cross and/or Blue Shield licensed plans;
- Wellpoint — we are uniting select non-BCBSA licensed Medicare, Medicaid and commercial plans under the Wellpoint name; and
- Carelon — this brand brings together our healthcare-related brands and capabilities, including our CarelonRx and Carelon Services businesses, under a single brand name.

Our branding strategy reflects the evolution of our business from a traditional health insurance company to a lifetime, trusted health partner. We report our results of operations in the following four reportable segments: Health Benefits, CarelonRx, Carelon Services and Corporate & Other (our businesses that do not individually meet the quantitative thresholds for an operating segment, as well as corporate expenses not allocated to our other reportable segments). During the fourth quarter of 2023, we moved our Carelon Global Solutions international business from the Corporate & Other reportable segment to the Carelon Services reportable segment. All prior period reportable segment information has been reclassified for comparability to conform to the current presentation. For additional discussion regarding our segments, including the changes made, see Note 15 “Segment Information” included in this Quarterly Report on Form 10-Q.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation: The accompanying unaudited consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") for interim financial reporting. Accordingly, they do not include all of the information and footnotes required by GAAP for annual financial statements. We have omitted certain footnote disclosures that would substantially duplicate the disclosures in our Annual Report on Form 10-K for the year ended December 31, 2023 (the "2023 Annual Report on Form 10-K"), unless the information contained in those disclosures materially changed or is required by GAAP. In the opinion of management, all adjustments, including normal recurring adjustments, necessary for a fair statement of the consolidated financial statements as of and for the three months ended March 31, 2024 and 2023 have been recorded. The results of operations for the three months ended March 31, 2024 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2024, or any other period. The seasonal nature of portions of our health care and related benefits business, as well as competitive and other market conditions, may cause full-year results to differ from estimates based upon our interim results of operations. These unaudited consolidated financial statements should be read in conjunction with our audited consolidated financial statements as of and for the year ended December 31, 2023 included in our 2023 Annual Report on Form 10-K.

Certain of our subsidiaries operate outside of the United States and have functional currencies other than the U.S. dollar ("USD"). We translate the assets and liabilities of those subsidiaries to USD using the exchange rate in effect at the end of the period. We translate the revenues and expenses of those subsidiaries to USD using the average exchange rates in effect during the period. The net effect of these translation adjustments is included in "Foreign currency translation adjustments" in our consolidated statements of comprehensive income.

Cash and Cash Equivalents: We control a number of bank accounts that are used exclusively to hold customer funds for the administration of customer benefits, and we have cash and cash equivalents on deposit to meet certain regulatory requirements. These amounts totaled $ 499 and $ 294 at March 31, 2024 and December 31, 2023, respectively, and are included in the cash and cash equivalents line on our consolidated balance sheets.

Investments: We classify fixed maturity securities in our investment portfolio as "available-for-sale" and report those securities at fair value. Certain fixed maturity securities are available to support current operations and, accordingly, we classify such investments as current assets without regard to their contractual maturity. Investments used to satisfy contractual, regulatory or other requirements are classified as long-term, without regard to contractual maturity.

If a fixed maturity security is in an unrealized loss position and we have the intent to sell the fixed maturity security, or it is more likely than not that we will have to sell the fixed maturity security before recovery of its amortized cost basis, we write down the fixed maturity security's cost basis to fair value and record an impairment loss in our consolidated statements of income. For impaired fixed maturity securities that we do not intend to sell or if it is more likely than not that we will not have to sell such securities, but we expect that we will not fully recover the amortized cost basis, we recognize the credit component of the impairment as an allowance for credit loss in our consolidated balance sheets and record an impairment loss in our consolidated statements of income. The non-credit component of the impairment is recognized in accumulated other comprehensive loss. Furthermore, unrealized losses entirely caused by non-credit-related factors related to fixed maturity securities for which we expect to fully recover the amortized cost basis continue to be recognized in accumulated other comprehensive loss.

The credit component of an impairment is determined primarily by comparing the net present value of projected future cash flows with the amortized cost basis of the fixed maturity security. The net present value is calculated by discounting our best estimate of projected future cash flows at the effective interest rate implicit in the fixed maturity security at the date of purchase. For mortgage-backed and asset-backed securities, cash flow estimates are based on assumptions regarding the underlying collateral, including prepayment speeds, vintage, type of underlying asset, geographic concentrations, default rates, recoveries and changes in value. For all other securities, cash flow estimates are driven by assumptions regarding probability of default, including changes in credit ratings and estimates regarding timing and amount of recoveries associated with a default.

For asset-backed securities included in fixed maturity securities, we recognize income using an effective yield based on anticipated prepayments and the estimated economic life of the securities. When estimates of prepayments change, the effective yield is recalculated to reflect actual payments to date and anticipated future payments. The net investment in the securities is adjusted to the amount that would have existed had the new effective yield been applied since the purchase date of the securities. Such adjustments are reported within net investment income.

The changes in fair value of our marketable equity securities are recognized in our results of operations within net losses on financial instruments. Certain marketable equity securities are held to satisfy contractual obligations and are reported under the caption “Other invested assets” in our consolidated balance sheets.

Mortgage loans on real estate are classified as held for investment and are reported at their amortized cost basis net of allowance under the caption “Other invested assets” in our consolidated balance sheets. Amortized cost is the amount at which the loan is originated, adjusted for accrued interest, amortization of premium, discount and net deferred fees or costs, collection of cash and write-offs.

We have corporate-owned life insurance policies on certain participants in our deferred compensation plans and other members of management. The cash surrender value of the corporate-owned life insurance policies is reported under the caption “Other invested assets” in our consolidated balance sheets.

We use the equity method of accounting for investments in companies in which our ownership interest may enable us to influence the operating or financial decisions of the investee company. Our proportionate share of equity in net income of these unconsolidated affiliates is reported within net investment income. The equity method investments are reported under the caption “Other invested assets” in our consolidated balance sheets.

Investment income is recorded when earned. All securities sold resulting in investment gains and losses are recorded on the trade date. Realized gains and losses are determined on the basis of the cost or amortized cost of the specific securities sold.

We participate in securities lending programs whereby marketable securities in our investment portfolio are transferred to independent brokers or dealers in exchange for cash and securities collateral. We recognize the collateral as an asset, which is reported under the caption “Other current assets” on our consolidated balance sheets, and we record a corresponding liability for the obligation to return the collateral to the borrower, which is reported under the caption “Other current liabilities.” The securities on loan are reported in the applicable investment category on our consolidated balance sheets. Unrealized gains or losses on securities lending collateral are included in accumulated other comprehensive loss as a separate component of shareholders’ equity. The market value of loaned securities and that of the collateral pledged can fluctuate in non-synchronized fashions. To the extent the loaned securities’ value appreciates faster or depreciates slower than the value of the collateral pledged, we are exposed to the risk of the shortfall. As a primary mitigating mechanism, the loaned securities and collateral pledged are marked to market on a daily basis and the shortfall, if any, is collected accordingly. Secondarily, the collateral level is set at 102 % of the value of the loaned securities, which provides a cushion before any shortfall arises. The investment of the cash collateral is subject to market risk, which is managed by limiting the investments to higher quality and shorter duration instruments.

Receivables: Receivables are reported net of amounts for expected credit losses. The allowance for doubtful accounts is based on historical collection trends, future forecasts and our judgment regarding the ability to collect specific accounts.

Premium receivables include the uncollected amounts from employer risk-based groups, individuals and government programs for insurance services. Premium receivables are reported net of an allowance for doubtful accounts of $ 212 at each of March 31, 2024 and December 31, 2023.

Self-funded receivables include administrative fees, claims and other amounts due from fee-based customers for administrative services. Self-funded receivables are reported net of an allowance for doubtful accounts of $ 89 and $ 87 at March 31, 2024 and December 31, 2023, respectively.

Other receivables include pharmacy rebates, provider advances, claims recoveries, reinsurance receivables, proceeds due from brokers on investment trades, accrued investment income and other miscellaneous amounts due to us. These receivables

are reported net of an allowance for doubtful accounts of $ 956 and $ 941 at March 31, 2024 and December 31, 2023, respectively.

Revenue Recognition: For our non-risk-based contracts, we had no material contract assets, contract liabilities or deferred contract costs recorded on our consolidated balance sheet at March 31, 2024 or December 31, 2023. For the three months ended March 31, 2024 and 2023, revenue recognized from performance obligations related to prior periods, such as changes in transaction price, were not material. For contracts that have an original, expected duration of greater than one year, revenue expected to be recognized in future periods related to unfulfilled contractual performance obligations and contracts with variable consideration related to undelivered performance obligations is not material.

Recently Adopted Accounting Guidance: In November 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update No. 2020-11, *Financial Services—Insurance (Topic 944): Effective Date and Early Application* ("ASU 2020-11"). The amendments in ASU 2020-11 changed the effective date and early application of Accounting Standards Update No. 2018-12, *Financial Services—Insurance (Topic 944): Targeted Improvements to the Accounting for Long-Duration Contracts*, which was issued in November 2018. The amendments in ASU 2020-11 extended the original effective date by one year to our interim and annual reporting periods beginning after December 15, 2022. This standard requires us to review cash flow assumptions for our long-duration insurance contracts at least annually and recognize the effect of changes in future cash flow assumptions in net income. This standard also requires us to update discount rate assumptions quarterly and recognize the effect of changes in these assumptions in other comprehensive income. The rate used to discount our reserves for future policy benefits will be based on an estimate of the yield for an upper-medium grade fixed-income instrument with a duration profile matching that of our liabilities. In addition, this standard changes the amortization method for deferred acquisition costs. We adopted these amendments on January 1, 2023, using the modified retrospective transition method for changes to the liability for future policy benefits and deferred acquisition costs as of the transition date, January 1, 2021. The adoption did not have an overall material impact on our financial statements.

Recent Accounting Guidance Not Yet Adopted: In December 2023, the FASB issued Accounting Standards Update No. 2023-09, *Income Taxes (Topic 740)* ("ASU 2023-09"). The amendments in ASU 2023-09 are intended to improve income tax disclosures, primarily related to the rate reconciliation and income taxes paid information. ASU 2023-09 is effective for our fiscal year beginning after December 15, 2024. The amendments are to be applied on a prospective basis, although retrospective adoption is permitted. We do not believe the adoption of ASU 2023-09 will have a material impact on our consolidated financial statements or disclosures.

In November 2023, the FASB issued Accounting Standards Update No. 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures* ("ASU 2023-07"). The amendments in ASU 2023-07 are intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. ASU 2023-07 is effective for our fiscal year beginning after December 15, 2023, and interim periods within our fiscal year beginning after December 15, 2024. The amendments are to be applied retrospectively to all prior periods presented in the financial statements, and upon transition, the significant segment expense categories and amounts disclosed in the prior periods should be based on the significant segment expense categories identified and disclosed in the period of adoption. We are currently evaluating the effects the adoption of ASU 2023-07 will have on our consolidated financial statements and related disclosures.

In August 2023, the FASB issued Accounting Standards Update No. 2023-05, *Business Combinations—Joint Venture Formations (Subtopic 805-60): Recognition and Initial Measurement* ("ASU 2023-05"). ASU 2023-05 clarifies existing guidance to reduce diversity in practice and requires a joint venture to recognize and initially measure its assets and liabilities using a new basis of accounting, at fair value, upon formation. These amendments are effective prospectively for all joint venture formations with a formation date on or after January 1, 2025. We do not believe the adoption of ASU 2023-05 will have a material impact on our consolidated financial statements and disclosures.

There were no other new accounting pronouncements that were issued or became effective since the issuance of our 2023 Annual Report on Form 10-K that had, or are expected to have, a material impact on our consolidated financial position, results of operations, cash flows or disclosures.

3. Business Acquisitions and Divestitures

Completed Acquisitions

On March 11, 2024, we completed our acquisition of Paragon Healthcare, Inc. (“Paragon”). Paragon, which operates as part of CarelonRx, provides infusion services and injectable therapies through its omnichannel model of ambulatory infusion centers, home infusion pharmacies, and other specialty pharmacy services. This acquisition aligns with our vision to be an innovative, valuable and inclusive healthcare partner by providing care management programs that improve the lives of the people we serve. As of March 31, 2024, the purchase price was allocated to the tangible and intangible net assets acquired based on management's initial estimates of their fair values, of which $ 553 has been allocated to finite-lived intangible assets and $ 635 to goodwill. The majority of the goodwill is not deductible for income tax purposes. As of March 31, 2024, the initial accounting for the acquisition has not been finalized. The proforma effects of this acquisition for prior periods were not material to our consolidated results of operations.

On February 15, 2023, we completed our acquisition of BioPlus Parent, LLC and subsidiaries (“BioPlus”) from CarepathRx Aggregator, LLC. Prior to the acquisition, BioPlus was one of the largest independent specialty pharmacy organizations in the United States. BioPlus, which operates as part of CarelonRx, seeks to connect payors and providers of specialty pharmaceuticals to meet the medication therapy needs of patients with complex medical conditions. This acquisition aligns with our vision to be an innovative, valuable and inclusive healthcare partner by providing care management programs that improve the lives of the people we serve. As of March 31, 2024, the purchase price was allocated to the tangible and intangible net assets acquired based on management’s estimates of their fair values, of which $ 820 has been allocated to finite-lived intangible assets and $ 893 to goodwill. Measurement period adjustments during the three months ended March 31, 2024 were $(5). The majority of goodwill is not deductible for income tax purposes. As of March 31, 2024, the initial accounting for the acquisition was finalized. The proforma effects of this acquisition for prior periods were not material to our consolidated results of operations.

Divestiture

On April 1, 2024, we completed the sale of our life and disability businesses to StanCorp Financial Group, Inc. (“The Standard”), a provider of financial protection products and services for employers and individuals. Upon closing, we and The Standard entered into a product distribution partnership. The related net assets held for sale and results of operations for the life and disability businesses to be divested as of and for the three months ending March 31, 2024 were not material.

Pending Acquisitions

On December 31, 2023, we entered into an agreement to acquire Centers Plan for Healthy Living LLC and Centers for Specialty Care Group IPA, LLC (“Centers”). Centers is a managed long-term care plan that serves New York state Medicaid and dually-eligible Medicaid/Medicare members, enabling adults with long-term care needs and disabilities to live safely and independently in their own home. This acquisition aligns with our strategic plan to grow the Health Benefits segment and leverage industry-leading expertise while serving Medicaid and dually eligible populations. The acquisition is expected to close in the third quarter of 2024 and is subject to standard closing conditions and customary approvals.

On January 23, 2023, we announced our entrance into an agreement to acquire Louisiana Health Service & Indemnity Company, d/b/a Blue Cross and Blue Shield of Louisiana, an independent licensee of the BCBSA that provides healthcare plans to the Individual, Employer Group, Medicaid and Medicare markets, primarily in the State of Louisiana. This acquisition aligns with our vision to be an innovative, valuable and inclusive healthcare partner by providing care management programs that improve the lives of the people we serve. The acquisition is subject to closing conditions and approvals.

4. Business Optimization Initiatives

During the third quarter of 2023, based on a strategic review of our operations, assets and investments, management implemented the “2023-2024 Business Efficiency Program” to enhance operating efficiency, refine the focus of our investments and optimize our physical footprint. The 2023-2024 Business Efficiency Program includes the write-off of certain information technology assets and contract exit costs, a reduction in staff including the relocation of certain job functions, and the impairment of assets associated with the closure or partial closure of data centers and offices. The 2023-2024 Business Efficiency Program is expected to be substantially complete by the end of the third quarter of 2024. Cash outlays associated with this program, which primarily relate to the personnel-related costs, are expected to be paid through 2024.

The ending balances related to the total liabilities for employee termination costs under the 2023-2024 Business Efficiency Program at March 31, 2024 and December 31, 2023 were $ 150 and $ 191 , respectively, and were recorded in the Corporate & Other reportable segment. During the quarter ended March 31, 2024 there were no charges or releases related to employee termination costs under the 2023-2024 Business Efficiency Program, and payments were $ 41 .

5. Investments

Fixed Maturity Securities

We evaluate our available-for-sale fixed maturity securities for declines based on qualitative and quantitative factors. We have established an allowance for credit loss and recorded credit loss expense as a reflection of our expected impairment losses. We continue to review our investment portfolios under our impairment review policy. Given the inherent uncertainty of changes in market conditions and the significant judgments involved, there is a continuing risk that declines in fair value may occur and additional material impairment losses for credit losses on investments may be recorded in future periods.

A summary of current and long-term fixed maturity securities, available-for-sale, at March 31, 2024 and December 31, 2023 is as follows:

	Cost or Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Allowance For Credit Losses	Estimated Fair Value
March 31, 2024					
Fixed maturity securities:					
United States Government securities	$ 1,858	$ 6	$ (73)	$ —	$ 1,791
Government sponsored securities	127	—	(4)	—	123
Foreign government securities	73	—	(1)	—	72
States, municipalities and political subdivisions, tax-exempt	3,722	55	(150)	—	3,627
Corporate securities	16,099	256	(575)	(2)	15,778
Residential mortgage-backed securities	4,204	27	(302)	—	3,929
Commercial mortgage-backed securities	1,971	12	(89)	(2)	1,892
Other asset-backed securities	3,275	28	(105)	—	3,198
Total fixed maturity securities	$ 31,329	$ 384	$ (1,299)	$ (4)	$ 30,410
December 31, 2023					
Fixed maturity securities:					
United States Government securities	$ 1,873	$ 25	$ (54)	$ —	$ 1,844
Government sponsored securities	112	1	(3)	—	110
Foreign government securities	5	1	(2)	—	4
States, municipalities and political subdivisions, tax-exempt	3,985	69	(152)	—	3,902
Corporate securities	14,838	322	(580)	(2)	14,578
Residential mortgage-backed securities	4,071	40	(279)	—	3,832
Commercial mortgage-backed securities	2,174	13	(138)	(2)	2,047
Other asset-backed securities	4,278	25	(130)	—	4,173
Total fixed maturity securities	$ 31,336	$ 496	$ (1,338)	$ (4)	$ 30,490

Other asset-backed securities primarily consists of collateralized loan obligations and other debt securities.

For fixed maturity securities in an unrealized loss position at March 31, 2024 and December 31, 2023, the following table summarizes the aggregate fair values and gross unrealized losses by length of time those securities have continuously been in an unrealized loss position:

	Less than 12 Months			12 Months or Greater		
(Securities are whole amounts)	Number of Securities	Estimated Fair Value	Gross Unrealized Loss	Number of Securities	Estimated Fair Value	Gross Unrealized Loss
March 31, 2024						
Fixed maturity securities:						
United States Government securities	46	$ 1,188	$ (29)	48	$ 306	$ (44)
Government sponsored securities	4	40	—	39	51	(4)
Foreign government securities	5	10	—	2	4	(1)
States, municipalities and political subdivisions, tax-exempt	231	449	(4)	1,001	1,656	(146)
Corporate securities	906	2,324	(31)	2,422	5,775	(544)
Residential mortgage-backed securities	239	1,026	(14)	1,631	1,958	(288)
Commercial mortgage-backed securities	84	364	(6)	415	1,059	(83)
Other asset-backed securities	126	454	(16)	414	1,288	(89)
Total fixed maturity securities	1,641	$ 5,855	$ (100)	5,972	$ 12,097	$ (1,199)
December 31, 2023						
Fixed maturity securities:						
United States Government securities	35	$ 552	$ (9)	44	$ 370	$ (45)
Government sponsored securities	—	—	—	40	52	(3)
Foreign government securities	—	—	—	2	4	(2)
States, municipalities and political subdivisions, tax-exempt	203	354	(2)	1,034	1,811	(150)
Corporate securities	389	608	(15)	2,624	6,871	(565)
Residential mortgage-backed securities	183	438	(5)	1,620	2,075	(274)
Commercial mortgage-backed securities	112	353	(6)	534	1,317	(132)
Other asset-backed securities	110	394	(18)	761	2,342	(112)
Total fixed maturity securities	1,032	$ 2,699	$ (55)	6,659	$ 14,842	$ (1,283)

Unrealized losses on our securities shown in the table above have not been recognized into income because, as of March 31, 2024, we do not intend to sell these investments and it is likely that we will not be required to sell these investments prior to their maturity or anticipated recovery. The declines in fair values are largely due to increasing interest rates driven by the higher rate of inflation and other market conditions.

Allowances for credit losses have been recorded in the amount of $ 4 at both March 31, 2024 and December 31, 2023, for declines in fair value due to unfavorable changes in the credit quality characteristics that impact our assessment of collectability of principal and interest.

The amortized cost and fair value of fixed maturity securities at March 31, 2024, by contractual maturity, are shown below. Expected maturities may differ from contractual maturities because the issuers of the securities may have the right to prepay obligations.

	Amortized Cost	Estimated Fair Value
Due in one year or less	$ 369	$ 365
Due after one year through five years	6,038	5,900
Due after five years through ten years	11,099	10,864
Due after ten years	7,648	7,460
Mortgage-backed securities	6,175	5,821
Total fixed maturity securities	$ 31,329	$ 30,410

During the three months ended March 31, 2024 and 2023, we received total proceeds from sales, maturities, calls or redemptions of fixed maturity securities of $ 5,401 and $ 5,410 , respectively.

In the ordinary course of business, we may sell securities at a loss for a number of reasons, including, but not limited to: (i) changes in the investment environment; (ii) expectation that the fair value could deteriorate further; (iii) desire to reduce exposure to an issuer or an industry; (iv) changes in credit quality; or (v) changes in expected cash flow.

All securities sold resulting in investment gains and losses are recorded on the trade date. Realized gains and losses are determined on the basis of the cost or amortized cost of the specific securities sold.

Equity Securities

A summary of marketable equity securities at March 31, 2024 and December 31, 2023 is as follows:

	March 31, 2024	December 31, 2023
Equity securities:		
Exchange traded funds	$ 382	$ 106
Common equity securities	52	45
Private equity securities	77	78
Total	$ 511	$ 229

Other Invested Assets

Other invested assets include primarily our investments in limited partnerships, joint ventures and other non-controlled corporations, mortgage loans and the cash surrender value of corporate-owned life insurance policies. Investments in limited partnerships, joint ventures and other non-controlled corporations are carried at our share in the entities' undistributed earnings, which approximates fair value. Financial information for certain of these investments is reported on a one or three month lag due to the timing of when we receive financial information from the companies.

On April 12, 2024, we entered into an agreement to partner with Clayton, Dubilier & Rice ("CD&R") to accelerate innovation in care delivery across multiple regions in the United States by bringing together through a new company, ("NewCo"), certain care delivery and enablement assets of Carelon Management Services Inc., a Carelon Health business ("CMSI Assets"), and two CD&R portfolio businesses, apree health and Millennium Physician Group. Our investment in NewCo will be through a combination of cash, an existing equity investment in apree health, and the contribution of CMSI Assets. We will account for our initial minority ownership interest in NewCo as an equity method investment. Further, in connection with our equity investment, each party will have certain rights and obligations, including certain put, call, and purchase price true-up options, for which the estimated value will be determinable at the time of the incremental investments. The contribution of CMSI Assets and businesses to be contributed by CD&R to NewCo are subject to standard closing conditions and customary approvals.

Investment (Losses) and Gains

Net investment (losses) and gains for the three months ended March 31, 2024 and 2023 are as follows:

	Three Months Ended March 31	
	2024	2023
Net (losses) gains:		
Fixed maturity securities:		
Gross realized gains from sales	$ 22	$ 10
Gross realized losses from sales	(159)	(115)
Impairment losses recognized in income	(2)	(7)
Net realized losses from sales of fixed maturity securities	(139)	(112)
Equity securities:		
Unrealized gains (losses) recognized on equity securities still held at the end of the period	2	(1)
Net realized losses recognized on equity securities sold during the period	—	(1)
Net gains (losses) on equity securities	2	(2)
Other investments:		
Gross gains	16	27
Gross losses	(20)	(1)
Impairment losses recognized in income	(25)	(3)
Net (losses) gains on other investments	(29)	23
Net losses on investments	$ (166)	$ (91)

Accrued Investment Income

At March 31, 2024 and December 31, 2023, accrued investment income totaled $ 294 and $ 301 , respectively. We recognize accrued investment income under the caption “Other receivables” on our consolidated balance sheets.

Securities Lending Programs

We participate in securities lending programs whereby marketable securities in our investment portfolio are transferred to independent brokers or dealers in exchange for cash and securities collateral. The fair value of the collateral received at the time of the transactions amounted to $ 2,592 and $ 2,380 at March 31, 2024 and December 31, 2023, respectively. The value of the collateral represented 102 % of the market value of the securities on loan at each of March 31, 2024 and December 31, 2023. We recognize the collateral as an asset under the caption “Other current assets” in our consolidated balance sheets, and we recognize a corresponding liability for the obligation to return the collateral to the borrower under the caption “Other current liabilities.” The securities on loan are reported in the applicable investment category on our consolidated balance sheets.

At March 31, 2024 and December 31, 2023, the remaining contractual maturity of our securities lending agreements included overnight and continuous transactions of cash for $ 2,351 and $ 2,255 , respectively, of United States Government securities for $ 241 and $ 99 , respectively, and of residential mortgage-backed securities for $ 0 and $ 26 , respectively.

6. Derivative Financial Instruments

We primarily invest in the following types of derivative financial instruments: interest rate swaps, futures, forward contracts, put and call options, swaptions, embedded derivatives and warrants. We also enter into master netting agreements, which reduce credit risk by permitting net settlement of transactions.

We have entered into various interest rate swap contracts to convert a portion of our interest rate exposure on our long-term debt from fixed rates to floating rates. The floating rates payable on all of our fair value hedges are benchmarked to the Secured Overnight Financing Rate (“SOFR”). Any amounts recognized for changes in fair value of these derivatives are included in the captions “Other current assets,” “Other noncurrent assets,” “Other current liabilities” or “Other noncurrent liabilities” in our consolidated balance sheets.

The unrecognized loss for all expired and terminated cash flow hedges included in accumulated other comprehensive loss, net of tax, was $ 209 and $ 211 at March 31, 2024 and December 31, 2023, respectively.

During the three months ended March 31, 2024 , we recognized gains of $ 11 and losses of $ 6 , respectively, on non-hedging derivatives. During the three months ended March 31, 2023 , we recognized gains of $ 12 and losses of $ 34 on non-hedging derivatives, respectively.

For additional information relating to the fair value of our derivative assets and liabilities, see Note 7, “Fair Value,” included in this Quarterly Report on Form 10-Q.

7. Fair Value

Assets and liabilities recorded at fair value in our consolidated balance sheets are categorized based upon the level of judgment associated with the inputs used to measure their fair value. These assets and liabilities are classified into one of three levels of hierarchy defined by GAAP.

For a description of the methods and assumptions that are used to estimate the fair value and determine the fair value hierarchy classification of each class of financial instrument, see Note 7 “Fair Value,” to our audited consolidated financial statements as of and for the year ended December 31, 2023 included in Part II, Item 8 of our 2023 Annual Report on Form 10-K.

A summary of fair value measurements by level for assets and liabilities measured at fair value on a recurring basis at March 31, 2024 and December 31, 2023 is as follows:

	Level I	Level II	Level III	Total
March 31, 2024				
Assets:				
Cash equivalents	$ 1,155	$ —	$ —	$ 1,155
Fixed maturity securities, available-for-sale:				
United States Government securities	—	1,791	—	1,791
Government sponsored securities	—	123	—	123
Foreign government securities	—	72	—	72
States, municipalities and political subdivisions, tax-exempt	—	3,627	—	3,627
Corporate securities	—	15,726	52	15,778
Residential mortgage-backed securities	—	3,914	15	3,929
Commercial mortgage-backed securities	—	1,881	11	1,892
Other asset-backed securities	—	2,478	720	3,198
Total fixed maturity securities, available-for-sale	—	29,612	798	30,410
Equity securities:				
Exchange traded funds	382	—	—	382
Common equity securities	15	37	—	52
Private equity securities	—	—	77	77
Total equity securities	397	37	77	511
Other invested assets - common equity securities	102	—	—	102
Securities lending collateral	—	2,594	—	2,594
Derivatives - other assets	—	2	—	2
Total assets	$ 1,654	$ 32,245	$ 875	$ 34,774
Percentage of total assets at fair value	5 %	93 %	2 %	100 %
Liabilities:				
Derivatives - other liabilities	$ —	$ (61)	$ —	$ (61)
Total liabilities	$ —	$ (61)	$ —	$ (61)
December 31, 2023				
Assets:				
Cash equivalents	$ 2,210	$ —	$ —	$ 2,210
Fixed maturity securities, available-for-sale:				
United States Government securities	—	1,844	—	1,844
Government sponsored securities	—	110	—	110
Foreign government securities	—	4	—	4
States, municipalities and political subdivisions, tax-exempt	—	3,902	—	3,902
Corporate securities	—	14,532	46	14,578
Residential mortgage-backed securities	—	3,830	2	3,832
Commercial mortgage-backed securities	—	2,047	—	2,047
Other asset-backed securities	—	3,634	539	4,173
Total fixed maturity securities, available-for-sale	—	29,903	587	30,490
Equity securities:				
Exchange traded funds	106	—	—	106
Common equity securities	12	33	—	45
Private equity securities	—	—	78	78
Total equity securities	118	33	78	229
Other invested assets - common equity securities	111	—	—	111
Securities lending collateral	—	2,382	—	2,382
Derivatives - other assets	—	10	—	10
Total assets	$ 2,439	$ 32,328	$ 665	$ 35,432
Percentage of total assets at fair value	7 %	91 %	2 %	100 %
Liabilities:				
Derivatives - other liabilities	$ —	$ (40)	$ —	$ (40)
Total liabilities	$ —	$ (40)	$ —	$ (40)

There were no individually material transfers into or out of Level III during the three months ended March 31, 2024 or 2023. There were no adjustments to quoted market prices obtained from the pricing services during the three months ended March 31, 2024 or 2023.

Certain assets and liabilities are measured at fair value on a nonrecurring basis; that is, the instruments are not measured at fair value on an ongoing basis but are subject to fair value adjustments only in certain circumstances. As disclosed in Note 3, “Business Acquisitions and Divestitures,” we completed our acquisition of Paragon in the first quarter of 2024 and the acquisition of BioPlus in the first quarter of 2023. The net assets acquired in our acquisitions of Paragon and BioPlus and resulting goodwill and other intangible assets were recorded at fair value primarily using Level III inputs. The majority of tangible assets acquired and liabilities assumed were recorded at their carrying values as of the acquisition date, as their carrying values approximated their fair values due to their short-term nature. The fair values of goodwill and other intangible assets acquired in our acquisitions of Paragon and BioPlus were internally estimated based on the income approach. The income approach estimates fair value based on the present value of the cash flows that the assets could be expected to generate in the future. We developed internal estimates for the expected cash flows and discount rate in the present value calculation. Also in 2023, we entered into a shareholder’s agreement which included certain put and call options on our minority interest ownership of Liberty Dental. The resulting net put option liability was recorded at its fair value measured at the date of acquisition using Level III inputs with an election not to mark the derivative to market. Other than the assets acquired and liabilities assumed in our acquisitions of Paragon and BioPlus and the net put option on Liberty Dental, there were no material assets or liabilities measured at fair value on a nonrecurring basis during the three months ended March 31, 2024 or 2023.

In addition to the preceding disclosures on assets recorded at fair value in the consolidated balance sheets, FASB guidance also requires the disclosure of fair values for certain other financial instruments for which it is practicable to estimate fair value, whether or not such values are recognized in our consolidated balance sheets.

Non-financial instruments such as property and equipment, other current assets, deferred income taxes, intangible assets and certain financial instruments, such as policy liabilities, are excluded from the fair value disclosures. Therefore, the fair value amounts cannot be aggregated to determine our underlying economic value.

The carrying amounts reported in the consolidated balance sheets for cash, premium receivables, self-funded receivables, other receivables, unearned income, accounts payable and accrued expenses, and certain other current liabilities approximate fair value because of the short-term nature of these items. These assets and liabilities are not listed in the table below.

See Note 7 “Fair Value,” to our audited consolidated financial statements as of and for the year ended December 31, 2023 included in Part II, Item 8 of our 2023 Annual Report on Form 10-K for details on the methods and assumptions used to estimate the fair value of each class of financial instrument that is recorded at its carrying value in our consolidated balance sheets.

A summary of the estimated fair values by level of each class of financial instrument that is recorded at its carrying value on our consolidated balance sheets at March 31, 2024 and December 31, 2023 is as follows:

	Carrying Value	Estimated Fair Value			
		Level I	Level II	Level III	Total
March 31, 2024					
Assets:					
Other invested assets	$ 6,611	$ —	$ —	$ 6,580	$ 6,580
Liabilities:					
Debt:					
Short-term borrowings	225	—	225	—	225
Commercial paper	1,350	—	1,350	—	1,350
Notes	24,876	—	23,046	—	23,046
December 31, 2023					
Assets:					
Other invested assets	$ 5,996	$ —	$ —	$ 5,972	$ 5,972
Liabilities:					
Debt:					
Short-term borrowings	225	—	225	—	225
Notes	24,895	—	23,569	—	23,569

8. Income Taxes

During the three months ended March 31, 2024 and 2023, we recognized income tax expense of $ 690 and $ 615 , respectively, which represent an effective income tax rate of 23.5 % for both periods.

Income taxes payable totaled $ 38 at March 31, 2024 and income taxes receivable totaled $ 543 at December 31, 2023. We recognize the income tax payable as a liability under the caption “Other current liabilities” and the income tax receivable as an asset under the caption “Other current assets” in our consolidated balance sheets.

9. Medical Claims Payable

A reconciliation of the beginning and ending balances for medical claims payable for the three months ended March 31, 2024 and 2023 is as follows:

	2024	2023
Gross medical claims payable, beginning of period	$ 15,865	$ 15,348
Ceded medical claims payable, beginning of period	(7)	(6)
Net medical claims payable, beginning of period	15,858	15,342
Net incurred medical claims:		
Current period	30,708	30,751
Prior periods redundancies	(1,205)	(1,068)
Total net incurred medical claims	29,503	29,683
Net payments attributable to:		
Current period medical claims	19,580	19,948
Prior periods medical claims	9,606	9,593
Total net payments	29,186	29,541
Net medical claims payable, end of period	16,175	15,484
Ceded medical claims payable, end of period	8	7
Gross medical claims payable, end of period	$ 16,183	$ 15,491

At March 31, 2024, the total of net incurred but not reported liabilities plus expected development on reported claims was $ 724 , $ 4,323 and $ 11,128 for the claim years 2022 and prior, 2023 and 2024, respectively.

The favorable development recognized in the three months ended March 31, 2024 resulted from faster than expected development of completion factors from the latter part of 2023 as well as trend factors in late 2023 developing more favorably than originally expected. The favorable development recognized in the three months ended March 31, 2023 resulted primarily from trend factors in late 2022 developing more favorably than expected and favorable development in the completion factors resulting from the latter part of 2022 developing faster than expected.

The reconciliation of net incurred medical claims to benefit expense included in our consolidated statements of income for the three months ended March 31, 2024 and 2023 is as follows:

	2024	2023
Total net incurred medical claims	$ 29,503	$ 29,683
Quality improvement and other claims expense	1,043	1,103
Benefit expense	$ 30,546	$ 30,786

The reconciliation of the medical claims payable reflected in the tables above to the consolidated ending balance for medical claims payable included in the consolidated balance sheet, as of March 31, 2024 is as follows:

	Total
Net medical claims payable, end of period	$ 16,175
Ceded medical claims payable, end of period	8
Insurance lines other than short duration	276
Gross medical claims payable, end of period	$ 16,459

10. Debt

We generally issue senior unsecured notes for long-term borrowing purposes. At March 31, 2024 and December 31, 2023, we had $ 24,851 and $ 24,870 , respectively, outstanding under these notes.

We have an unsecured surplus note with an outstanding principal balance of $ 25 at both March 31, 2024 and December 31, 2023.

We have a senior revolving credit facility (the " 5 -Year Facility") with a group of lenders for general corporate purposes. The 5 -Year Facility provides credit of up to $ 4,000 and matures in April 2027. Our ability to borrow under the 5 -Year Facility is subject to compliance with certain covenants, including covenants requiring us to maintain a defined debt-to-capital ratio of not more than 60 %, subject to increase in certain circumstances set forth in the credit agreement for the 5 -Year Facility. As of March 31, 2024, our debt-to-capital ratio, as defined and calculated under the 5 -Year Facility, was 39.4 %. We do not believe the restrictions contained in our 5 -Year Facility covenants materially affect our financial or operating flexibility. As of March 31, 2024, we were in compliance with all of our debt covenants under the 5 -Year Facility. There were no amounts outstanding under the 5 -Year Facility at any time during the three months ended March 31, 2024 or the year ended December 31, 2023.

We have an authorized commercial paper program of up to $ 4,000 , the proceeds of which may be used for general corporate purposes. At March 31, 2024 and December 31, 2023, we had $ 1,350 and $ 0 , respectively, outstanding under this program. Beginning June 30, 2023, we have reclassified our commercial paper balances from long-term debt to short-term debt as our intent is to not replace short-term commercial paper outstanding at expiration with additional short-term commercial paper for an uninterrupted period extending for more than one year.

We are a member, through certain subsidiaries, of the Federal Home Loan Bank of Indianapolis, the Federal Home Loan Bank of Cincinnati, the Federal Home Loan Bank of Atlanta and the Federal Home Loan Bank of New York (collectively, the "FHLBs"). As a member, we have the ability to obtain short-term cash advances, subject to certain minimum collateral requirements. We had $ 225 of outstanding short-term borrowings from the FHLBs at each of March 31, 2024 and December 31, 2023.

All debt is a direct obligation of Elevance Health, Inc., except for the surplus note and the FHLBs borrowings.

11. Commitments and Contingencies

Litigation and Regulatory Proceedings

We are defendants in, or parties to, a number of pending or threatened legal actions or proceedings. To the extent a plaintiff or plaintiffs in the following cases have specified in their complaint or in other court filings the amount of damages being sought, we have noted those alleged damages in the descriptions below.

Where available information indicates that it is probable that a loss has been incurred as of the date of the consolidated financial statements and we can reasonably estimate the amount of that loss, we accrue the estimated loss by a charge to income. In many proceedings, however, it is difficult to determine whether any loss is probable or reasonably possible. In addition, even where loss is possible or probable or an exposure to loss exists in excess of the liability already accrued with respect to a previously identified loss contingency, it is not always possible to reasonably estimate the amount of the possible or probable loss or range of losses in excess of the amount, if any, accrued, for various reasons, including but not limited to some or all of the following: (i) there are novel or unsettled legal issues presented, (ii) the proceedings are in early stages, (iii) there is uncertainty as to the likelihood of a class being certified or decertified or the ultimate size and scope of the class, (iv) there is uncertainty as to the outcome of pending appeals or motions, (v) there are significant factual issues to be resolved, and/or (vi) in many cases, the plaintiffs have not specified damages in their complaint or in court filings.

With respect to the cases described below, we contest liability and/or the amount of damages in each matter, and we believe we have meritorious defenses. We do not believe the outcome of any known pending or threatened legal actions or proceedings will, in the aggregate, have a material impact on our financial position. However, unanticipated outcomes do

sometimes occur, which could result in liabilities in excess of our accruals and could have a material adverse effect on our consolidated financial position or results of operations.

In addition to the lawsuits described below, we are also involved in other pending and threatened litigation of the character incidental to our business and are from time to time involved as a party in various governmental investigations, audits, reviews and administrative proceedings ("government actions"). These government actions include routine and special inquiries by and disclosures to state insurance departments, state attorneys general, U.S. Regulatory Agencies, the U.S. Attorney General and subcommittees of the U.S. Congress. Such government actions could result in the imposition of civil or criminal fines, penalties, other sanctions and additional rules, regulations or other restrictions on our business operations. Any liability that may result from any one of these government actions, or in the aggregate, could have a material adverse effect on our consolidated financial position or results of operations.

Blue Cross Blue Shield Antitrust Litigation

We are a defendant in multiple lawsuits that were initially filed in 2012 against the BCBSA and Blue Cross and/or Blue Shield licensees (the "Blue plans") across the country. Cases filed in twenty-eight states were consolidated into a single, multi-district proceeding captioned *In re Blue Cross Blue Shield Antitrust Litigation* that is pending in the U.S. District Court for the Northern District of Alabama (the "Court"). Generally, the suits allege that the BCBSA and the Blue plans have conspired to horizontally allocate geographic markets through license agreements, best efforts rules that limit the percentage of non-Blue revenue of each plan, restrictions on acquisitions, rules governing the BlueCard® and National Accounts programs and other arrangements in violation of the Sherman Antitrust Act ("Sherman Act") and related state laws. The cases were brought by two putative nationwide classes of plaintiffs, health plan subscribers and providers.

In April 2018, the Court issued an order on the parties' cross motions for partial summary judgment, determining that the defendants' aggregation of geographic market allocations and output restrictions are to be analyzed under a per se standard of review, and the BlueCard® program and other alleged Section 1 Sherman Act violations are to be analyzed under the rule of reason standard of review. With respect to whether the defendants operate as a single entity with regard to the enforcement of the Blue Cross Blue Shield trademarks, the Court found that summary judgment was not appropriate due to the existence of genuine issues of material fact. In April 2019, the plaintiffs filed motions for class certification, which defendants opposed.

The BCBSA and Blue plans approved a settlement agreement and release with the subscriber plaintiffs (the "Subscriber Settlement Agreement"), which agreement required the Court's approval to become effective. The Subscriber Settlement Agreement requires the defendants to make a monetary settlement payment and contains certain terms imposing non-monetary obligations including (i) eliminating the "national best efforts" rule in the BCBSA license agreements (which rule limits the percentage of non-Blue revenue permitted for each Blue plan) and (ii) allowing for some large national employers with self-funded benefit plans to request a bid for insurance coverage from a second Blue plan in addition to the local Blue plan.

In November 2020, the Court issued an order preliminarily approving the Subscriber Settlement Agreement, following which members of the subscriber class were provided notice of the Subscriber Settlement Agreement and an opportunity to opt out of the class. A small number of subscribers submitted valid opt-outs by the opt-out deadline.

In August 2022, the Court issued a final order approving the Subscriber Settlement Agreement (the "Final Approval Order"). The Court amended its Final Approval Order in September 2022, further clarifying the injunctive relief that may be available to subscribers who submitted valid opt-outs. In compliance with the Subscriber Settlement Agreement, we paid $ 506 into an escrow account in September 2022, for an aggregate and full settlement payment by us of $ 596 , which was accrued in 2020.

Four notices of appeal of the Final Approval Order were heard by a panel of the United States Court of Appeals for the Eleventh Circuit in September 2023 (the "Eleventh Circuit"), and the Eleventh Circuit affirmed the Court's Final Approval Order approving the Subscriber Settlement Agreement in October 2023. Petitions for rehearing were filed by certain appellants in November 2023 and December 2023 and were denied in January 2024. As a result, the Eleventh Circuit issued a mandate terminating the jurisdiction of the Eleventh Circuit in February 2024. In March 2024, Home Depot, one of the appellants, filed a petition for certiorari to the United States Supreme Court. On the respondents' request, the United States Supreme Court granted an extension to respond until May 2024. In the event that all appellate rights are exhausted in a manner that affirms the Court's Final Approval Order, the defendants' payment and non-monetary obligations under the Subscriber Settlement Agreement will become effective and the funds held in escrow will be distributed in accordance with the Subscriber Settlement Agreement.

In October 2020, after the Court lifted the stay as to the provider litigation, provider plaintiffs filed a renewed motion for class certification, which defendants opposed. In March 2021, the Court issued an order terminating the pending motion for class certification until the Court determined the standard of review applicable to the providers' claims. In response to that order, the parties filed renewed standard of review motions in May 2021. In June 2021, the parties filed summary judgment motions not critically dependent on class certification. In February 2022, the Court issued orders (i) granting certain defendants' motion for partial summary judgment against the provider plaintiffs who had previously released claims against such defendants, and (ii) granting the provider plaintiffs' motion for partial summary judgment, determining that *Ohio v. American Express Co*. does not affect the standard of review in this case. In August 2022, the Court issued orders (i) granting in part the defendants' motion regarding the antitrust standard of review, holding that for the period of time after the elimination of the "national best efforts" rule, the rule of reason applies to the provider plaintiffs' market allocation conspiracy claims, and (ii) denying the provider plaintiffs' motion for partial summary judgment on the standard of review, reaffirming its prior holding that the provider groups' boycott claims are subject to the rule of reason. In December 2023, the Court denied defendants' motion for summary judgment on providers' damage claims as time-barred and speculative and provider plaintiffs' motion for partial summary judgment on the defendants' single entity defense due to the existence of genuine issues of material fact. In January 2024, the Court issued orders (i) denying defendants' motion for summary judgment on (a) all claims by certain hospital providers and (b) any claims based on the Blue system's rules other than exclusive serviced areas or BlueCard and (ii) denying provider plaintiffs' motion for partial summary judgment on defendants' common law trademark claims. Provider plaintiffs' motion for class certification, filed in October 2020, remains pending. We intend to continue to vigorously defend the provider litigation, which we believe is without merit; however, its ultimate outcome cannot be presently determined.

A number of follow-on cases involving entities that opted out of the Subscriber Settlement Agreement have been filed. Those actions are: *Alaska Air Group, Inc., et al. v. Anthem, Inc., et al.,* No. 2:21-cv-01209-AMM (N.D. Ala.) *("Alaska Air")*; *JetBlue Airways Corp., et al. v. Anthem, Inc., et al.* , No. 2:22-cv-00558-GMB (N.D. Ala.) *("Jet Blue")*; *Metropolitan Transportation Authority v. Blue Cross and Blue Shield of Alabama et al.* , No. 2:22-cv-00265-RDP (N.D. Ala.) (dismissed without prejudice in June 2023); *Bed Bath & Beyond Inc. v. Anthem, Inc.* , No. 2:22-cv-01256-SGC (N.D. Ala.); *Hoover, et al. v. Blue Cross Blue Shield Association, et al.*, No. 2:22-cv-00261-RDP (N.D. Ala.); and *VHS Liquidating Trust v. Blue Cross of California, et al.* , No. RG21106600 (Cal. Super.) *("VHS")*. In February 2023, the Court denied the defendants' motion to dismiss based on a statute of limitations defense in *Alaska Air* and *Jet Blue*. In September 2023, the California court presiding over the *VHS* case, upheld its prior order granting in part defendants' motion to strike based on the statute of limitations. We intend to continue to vigorously defend these follow-on cases, which we believe are without merit; however, their ultimate outcome cannot be presently determined.

Express Scripts, Inc. PBM Litigation

In March 2016, we filed a lawsuit against Express Scripts, Inc. ("Express Scripts"), our vendor at the time for PBM services, captioned *Anthem, Inc. v. Express Scripts, Inc.*, in the U.S. District Court for the Southern District of New York (the "District Court"). The lawsuit sought to recover over $ 14,800 in damages for pharmacy pricing that is higher than competitive benchmark pricing under the agreement between the parties (the "ESI Agreement"), over $ 158 in damages related to operational breaches, as well as various declarations under the ESI Agreement, including that Express Scripts: (i) breached its obligation to negotiate in good faith and to agree in writing to new pricing terms (the "Pricing Claim"); (ii) was required to provide competitive benchmark pricing to us through the term of the ESI Agreement; (iii) has breached the ESI Agreement; and (iv) is required under the ESI Agreement to provide post-termination services, at competitive benchmark pricing, for one year following any termination.

Express Scripts disputed our contractual claims and it sought declaratory judgments: (i) regarding the timing of the periodic pricing review under the ESI Agreement, and (ii) that it has no obligation to ensure that we receive any specific level of pricing, that we have no contractual right to any change in pricing under the ESI Agreement and that its sole obligation is to negotiate proposed pricing terms in good faith. In the alternative, Express Scripts claimed that we have been unjustly enriched by its payment of $ 4,675 at the time we entered into the ESI Agreement. In March 2017, the District Court granted our motion to dismiss Express Scripts' counterclaims for (i) breach of the implied covenant of good faith and fair dealing, and (ii) unjust enrichment with prejudice. After such ruling, Express Scripts' only remaining claims were for breach of contract and declaratory relief. In August 2021, Express Scripts filed a motion for summary judgment, which we opposed. In March 2022, the District Court granted in part and denied in part Express Scripts' motion for summary judgment. The District Court dismissed our declaratory judgment claim, our breach of contract claim for failure to prove damages and most of our operational breach claims. As a result of the summary judgment decision, the only remaining claims as of the filing of this Quarterly Report on Form 10-Q were (i) our operational breach claim based on Express Scripts' prior authorization processes and (ii) Express Scripts' counterclaim for breach of the market check provision of the ESI Agreement. Express Scripts filed a second motion for summary judgment in June 2022, challenging our remaining operational breach claims, which the District Court denied in March 2023. In November 2023, the District Court issued a final judgment ending the lawsuit in the District Court after the parties settled and stipulated to dismiss the only remaining claim that had not been disposed of by the court order or stipulation. In December 2023, we filed a notice of appeal with the United States Court of Appeal for the Second Circuit (the "Second Circuit"), regarding the Pricing Claim. In February 2024, the Second Circuit ordered the parties to participate in mediation. The mediation occurred in March 2024 and was unsuccessful. The ultimate outcome of this appeal cannot be presently determined.

Medicare Risk Adjustment Litigation

In March 2020, the U.S. Department of Justice ("DOJ") filed a civil lawsuit against Elevance Health, Inc. in the U.S. District Court for the Southern District of New York (the "New York District Court") in a case captioned *United States v. Anthem, Inc*. The DOJ's suit alleges, among other things, that we falsely certified the accuracy of the diagnosis data we submitted to the Centers for Medicare and Medicaid Services ("CMS") for risk-adjustment purposes under Medicare Part C and knowingly failed to delete inaccurate diagnosis codes. The DOJ further alleges that, as a result of these purported acts, we caused CMS to calculate the risk-adjustment payments based on inaccurate diagnosis information, which enabled us to obtain unspecified amounts of payments in Medicare funds in violation of the False Claims Act. The DOJ filed an amended complaint in July 2020, alleging the same causes of action but revising some of its factual allegations. In September 2020, we filed a motion to transfer the lawsuit to the Southern District of Ohio, a motion to dismiss part of the lawsuit, and a motion to strike certain allegations in the amended complaint, all of which the New York District Court denied in October 2022. In November 2022, we filed an answer. In March 2023, discovery commenced, and an initial case management conference was held in April 2023. The Court entered a scheduling order requiring fact discovery to be completed by June 2024 and expert discovery to be completed by February 2025. We intend to continue to vigorously defend this suit, which we believe is without merit; however, the ultimate outcome cannot be presently determined.

Other Contingencies

From time to time, we and certain of our subsidiaries are parties to various legal proceedings, many of which involve claims for coverage encountered in the ordinary course of business. We, like Health Maintenance Organizations ("HMOs") and health insurers generally, exclude certain healthcare and other services from coverage under our HMO, Preferred Provider Organizations and other plans. We are, in the ordinary course of business, subject to the claims of our enrollees arising out of decisions to restrict or deny reimbursement for uncovered services. The loss of even one such claim, if it results in a significant punitive damage award, could have a material adverse effect on us. In addition, the risk of potential liability under punitive damage theories may increase significantly the difficulty of obtaining reasonable reimbursement of coverage claims.

Contractual Obligations and Commitments

In March 2020, we entered into an agreement with a vendor for information technology infrastructure and related management and support services through June 2025. Our remaining commitment under this agreement at March 31, 2024 is approximately $ 432 . We will have the ability to terminate the agreement upon the occurrence of certain events, subject to early termination fees.

We formed CarelonRx, to market and offer pharmacy services to our affiliated health plan customers, as well as to external customers outside of the health plans we own, starting in the second quarter of 2019. The comprehensive pharmacy services portfolio includes all core pharmacy services, such as home delivery and specialty pharmacies, claims adjudication, formulary management, pharmacy networks, rebate administration, a prescription drug database and member services. CarelonRx delegates certain core pharmacy services to CaremarkPCS Health, L.L.C. ("CVS"), which is a subsidiary of CVS Health Corporation, pursuant to an agreement, that is set to terminate on December 31, 2025. Beginning in the first quarter of 2024, CarelonRx is assuming responsibility for pharmacy mail order front-end intake and member services from CVS.

12. Capital Stock

Use of Capital – Dividends and Stock Repurchase Program

We regularly review the appropriate use of capital, including acquisitions, common stock and debt security repurchases and dividends to shareholders. The declaration and payment of any dividends or repurchases of our common stock or debt is at the discretion of our Board of Directors and depends upon our financial condition, results of operations, future liquidity needs, regulatory and capital requirements and other factors deemed relevant by our Board of Directors.

A summary of our cash dividend activity for the three months ended March 31, 2024 and 2023 is as follows:

Declaration Date	Record Date	Payment Date	Cash Dividend per Share	Total
Three Months Ended March 31, 2024				
January 23, 2024	March 8, 2024	March 22, 2024	$ 1.63	$ 379
Three Months Ended March 31, 2023				
January 24, 2023	March 10, 2023	March 24, 2023	$ 1.48	$ 351

On April 16, 2024, our Audit Committee declared a second quarter 2024 dividend to shareholders of $ 1.63 per share, payable on June 25, 2024 to shareholders of record at the close of business on June 10, 2024.

Under our Board of Directors' authorization, we maintain a common stock repurchase program. On January 24, 2023, our Audit Committee, pursuant to authorization granted by the Board of Directors, authorized a $ 5,000 increase to the common stock repurchase program. No duration has been placed on the common stock repurchase program, and we reserve the right to discontinue the program at any time. Repurchases may be made from time to time at prevailing market prices, subject to certain restrictions on volume, pricing and timing. The repurchases are affected from time to time in the open market, through negotiated transactions, including accelerated share repurchase agreements, and through plans designed to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Our stock repurchase program is discretionary, as we are under no obligation to repurchase shares. We repurchase shares under the program when we believe it is a prudent use of capital. The excess cost of the repurchased shares over par value is charged on a pro rata basis to additional paid-in capital and retained earnings.

A summary of common stock repurchases for the three months ended March 31, 2024 and 2023 is as follows:

	Three Months Ended March 31	
	2024	2023
Shares repurchased	1.1	1.3
Average price per share	$ 492.76	$ 476.66
Aggregate cost	$ 566	$ 622
Authorization remaining at the end of the period	$ 3,633	$ 6,254

For additional information regarding the use of capital for debt security repurchases, see Note 10, "Debt," included in this Quarterly Report on Form 10-Q and Note 13, "Debt," to our audited consolidated financial statements as of and for the year ended December 31, 2023 included in Part II, Item 8 of our 2023 Annual Report on Form 10-K.

Stock Incentive Plans

A summary of stock option activity for the three months ended March 31, 2024 is as follows:

	Number of Shares	Weighted-Average Option Price per Share	Weighted-Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Outstanding at January 1, 2024	3.0	$ 327.14		
Granted	0.5	499.11		
Exercised	(0.3)	288.95		
Forfeited or expired	—	431.01		
Outstanding at March 31, 2024	3.2	356.58	6.44	$ 521
Exercisable at March 31, 2024	2.2	297.24	5.23	$ 482

A summary of the status of nonvested restricted stock activity, including restricted stock units and performance units, for the three months ended March 31, 2024 is as follows:

	Restricted Stock Shares and Units	Weighted-Average Grant Date Fair Value per Share
Nonvested at January 1, 2024	1.1	$ 423.94
Granted	0.6	499.00
Vested	(0.6)	352.33
Forfeited	—	456.61
Nonvested at March 31, 2024	1.1	475.31

During the three months ended March 31, 2024, we granted approximately 0.3 restricted stock units that are contingent upon us achieving earnings targets over the three-year period from 2024 to 2026. These grants have been included in the activity shown above but will be subject to adjustment at the end of 2026 based on results in the three-year period.

Fair Value

We use a binomial lattice valuation model to estimate the fair value of all stock options granted. For a more detailed discussion of our stock incentive plan fair value methodology, see Note 15, “Capital Stock,” to our audited consolidated financial statements as of and for the year ended December 31, 2023 included in Part II, Item 8 of our 2023 Annual Report on Form 10-K.

The following weighted-average assumptions were used to estimate the fair values of options granted during the three months ended March 31, 2024 and 2023:

	Three Months Ended March 31	
	2024	2023
Risk-free interest rate	4.28 %	3.95 %
Volatility factor	28.00 %	29.00 %
Quarterly dividend yield	0.327 %	0.316 %
Weighted-average expected life (years)	4.40	4.40

The following weighted-average fair values per option or share were determined for the three months ended March 31, 2024 and 2023:

	Three Months Ended March 31	
	2024	2023
Options granted during the period	$ 134.53	$ 127.14
Restricted stock awards granted during the period	499.00	469.31

13. Accumulated Other Comprehensive (Loss) Income

A reconciliation of the components of accumulated other comprehensive (loss) income at March 31, 2024 and 2023 is as follows:

	Three Months Ended March 31	
	2024	2023
t unrealized investment (losses) gains:		
ginning of period balance	$ (638)	(1,755)
Other comprehensive (loss) income before reclassifications, net of tax benefit (expense) of $ 50 and $(85), respectively	(162)	337
Amounts reclassified from accumulated other comprehensive loss, net of tax benefit of $(33) and $(29), respectively	106	90
ıer comprehensive (loss) income	(56)	427
Other comprehensive income attributable to noncontrolling interests, net of tax benefit of $ 0 and $ 0 , respectively	—	(2)
d of period balance	(688)	(1,330)
ın-credit components of impairments on investments:		
ginning of period balance	(3)	(3)
Other comprehensive loss, net of tax benefit of $ 0 and $ 1 , respectively	—	(2)
d of period balance	(3)	(5)
t cash flow hedges:		
ginning of period balance	(211)	(229)
Other comprehensive income, net of tax (expense) benefit of $(1) and $ 8 , respectively	2	11
d of period balance	(209)	(218)
nsion and other postretirement benefits:		
ginning of period balance	(459)	(499)
Other comprehensive income, net of tax expense of $(1) and $(1), respectively	4	2
d of period balance	(455)	(497)
ture policy benefits:		
ginning of period balance	10	13
Other comprehensive (loss) income, net of tax expense of $ 0 and $ 0 , respectively	(2)	2
d of period balance	8	15
reign currency translation adjustments:		
ginning of period balance	(18)	(17)
Other comprehensive income, net of tax expense of $ 0 and $ 0 , respectively	—	2
d of period balance	(18)	(15)
tal:		
tal beginning of period accumulated other comprehensive loss	(1,313)	(2,490)
Total other comprehensive (loss) income, net of tax benefit (expense) of $ 15 , and $(106), respectively	(52)	442
Total other comprehensive income attributable to noncontrolling interests, net of tax benefit of $ 0 and $ 0 respectively	—	(2)
tal end of period accumulated other comprehensive loss	$ (1,365)	(2,050)

14. Shareholders' Earnings per Share

The denominator for basic and diluted shareholders' earnings per share for the three months ended March 31, 2024 and 2023 is as follows:

	Three Months Ended March 31	
	2024	2023
Denominator for basic shareholders' earnings per share – weighted-average shares	232.7	237.5
Effect of dilutive securities – employee stock options, nonvested restricted stock awards and convertible debentures	1.5	2.2
Denominator for diluted shareholders' earnings per share	234.2	239.7

During the three months ended March 31, 2024 and 2023, weighted-average shares related to certain stock options of 0.6 and 0.4 respectively, were excluded from the denominator for diluted shareholders' earnings per share because the stock options were anti-dilutive.

During the three months ended March 31, 2024, we issued approximately 0.6 restricted stock units under our stock incentive plans, 0.3 of which vesting is contingent upon us meeting specified annual earnings targets for the three-year period of 2024 through 2026. During the three months ended March 31, 2023, we issued approximately 0.6 restricted stock units under our stock incentive plans, 0.2 of which vesting is contingent upon us meeting specified annual earnings targets for the three-year period of 2023 through 2025. The contingent restricted stock units have been excluded from the denominators for diluted shareholders' earnings per share and will be included only if and when the contingency is met.

15. Segment Information

We report our results of operations in the following four reportable segments: Health Benefits, CarelonRx, Carelon Services and Corporate & Other. During the fourth quarter of 2023, we moved our Carelon Global Solutions international businesses from the Corporate & Other reportable segment to the Carelon Services reportable segment. All prior period reportable segment information has been reclassified for comparability to conform to the current presentation.

Our Health Benefits segment offers a comprehensive suite of health plans and services to our Individual, Employer Group risk-based, Employer Group fee-based, BlueCard®, Medicare, Medicaid and FEHB program members. Our Health Benefits segment also includes our National Government Services business. The Health Benefits segment offers health products on a full-risk basis; provides a broad array of administrative managed care services to our fee-based customers; and provides a variety of specialty and other insurance products and services such as stop loss, dental, vision and supplemental health insurance benefits.

Our CarelonRx segment includes our pharmacy services business. CarelonRx markets and offers pharmacy services to our affiliated health plan customers, as well as to external customers outside of the health plans we own. CarelonRx offers a comprehensive pharmacy services portfolio, which includes all core pharmacy services, such as home delivery and specialty pharmacies, claims adjudication, formulary management, pharmacy networks, rebate administration, a prescription drug database and member services.

Our Carelon Services segment integrates physical, behavioral, social and pharmacy services to deliver whole health affordably through creating value by offering market-competitive services, powered by analytics. Carelon Services offers a broad array of healthcare related services and capabilities to internal and external customers including utilization management, behavioral health, integrated care delivery, palliative care, payment integrity services and subrogation services, as well as health and wellness programs. At the end of 2023, Carelon Services integrated Carelon Global Solutions into the Carelon family of offerings. The companies under Carelon Global Solutions have been providing services related to data management, information technology and business operations since 2019 and were previously included within our Corporate & Other segment.

Our Corporate & Other segment includes our businesses that do not individually meet the quantitative threshold for an operating segment, as well as corporate expenses not allocated to our other reportable segments.

We define operating revenues to include premium income, product revenue and service fees. Operating revenues are derived from premiums and fees received, primarily from the sale and administration of health benefits and pharmacy products and services. Operating gain is calculated as total operating revenue less benefit expense, cost of products sold and operating expense.

Affiliated revenues represent revenues or costs for services provided to our subsidiaries by CarelonRx and Carelon Services, in addition to certain administrative and other services provided by our international businesses, which are recorded at cost or management's estimate of fair market value. These affiliated revenues are eliminated in consolidation.

Financial data by reportable segment for the three months ended March 31, 2024 and 2023 is as follows:

		Carelon				
	Health Benefits	CarelonRx	Carelon Services	Total	Corporate & Other	Eliminations	Total
Three Months Ended March 31, 2024							
Premiums	$ 35,382	$ —	$ 408	$ 408	$ —	$ (94)	$ 35,696
Product revenue	—	4,499	—	4,499	—	—	4,499
Service fees	1,876	1	197	198	4	—	2,078
Operating revenue - unaffiliated	37,258	4,500	605	5,105	4	(94)	42,273
Operating revenue - affiliated	—	3,567	3,404	6,971	123	(7,094)	—
Operating revenue - total	$ 37,258	$ 8,067	$ 4,009	$ 12,076	$ 127	$ (7,188)	$ 42,273
Operating gain (loss)	$ 2,287	$ 523	$ 290	$ 813	$ (84)	$ —	$ 3,016
Three Months Ended March 31, 2023							
Premiums	$ 35,534	$ —	$ 410	$ 410	$ —	$ (76)	$ 35,868
Product revenue	—	4,022	—	4,022	—	—	4,022
Service fees	1,746	—	208	208	54	—	2,008
Operating revenue - unaffiliated	37,280	4,022	618	4,640	54	(76)	41,898
Operating revenue - affiliated	—	4,002	2,842	6,844	37	(6,881)	—
Operating revenue - total	$ 37,280	$ 8,024	$ 3,460	$ 11,484	$ 91	$ (6,957)	$ 41,898
Operating gain (loss)	$ 2,149	$ 512	$ 229	$ 741	$ (59)	$ —	$ 2,831

For segment reporting, we present all capitated risk arrangements on a gross basis; therefore, eliminations also include adjustments for unaffiliated capitated risk arrangements that are recognized on a net basis under GAAP, as well as affiliated eliminations.

A reconciliation of reportable segments' operating revenue to the amounts of total revenues included in our consolidated statements of income for the three months ended March 31, 2024 and 2023 is as follows:

	Three Months Ended March 31	
	2024	2023
Reportable segments' operating revenue	$ 42,273	$ 41,898
Net investment income	465	387
Net losses on financial instruments	(161)	(113)
Total revenues	$ 42,577	$ 42,172

A reconciliation of income before income tax expense to reportable segments' operating gain included in our consolidated statements of income for the three months ended March 31, 2024 and 2023 is as follows:

	Three Months Ended March 31	
	2024	2023
Income before income tax expense	$ 2,939	$ 2,619
Net investment income	(465)	(387)
Net losses on financial instruments	161	113
Interest expense	265	251
Amortization of other intangible assets	116	235
Reportable segments' operating gain	$ 3,016	$ 2,831

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

(In Millions, Except Per Share Data or as Otherwise Stated Herein)

This Management's Discussion and Analysis of Financial Condition and Results of Operations ("MD&A") should be read in conjunction with the accompanying consolidated financial statements and notes, as well as our consolidated financial statements and notes as of and for the year ended December 31, 2023 and the MD&A included in our 2023 Annual Report on Form 10-K. References to the terms "we," "our," "us," or "Elevance Health" used throughout this MD&A refer to Elevance Health, Inc., an Indiana corporation, and, unless the context otherwise requires, its direct and indirect subsidiaries. References to the "states" include the District of Columbia and Puerto Rico, unless the context otherwise requires.

Results of operations, cost of care trends, investment yields and other measures for the three months ended March 31, 2024 are not necessarily indicative of the results and trends that may be expected for the full year ending December 31, 2024, or any other period.

Overview

Elevance Health is a health company with the purpose of improving the health of humanity. We are one of the largest health insurers in the United States in terms of medical membership, serving over 46 million medical members through our affiliated health plans as of March 31, 2024. We are an independent licensee of the Blue Cross and Blue Shield Association ("BCBSA"), an association of independent health benefit plans, and serve members as the Blue Cross or Blue Cross and Blue Shield licensee in 14 states. We are licensed to conduct insurance operations in all 50 states, the District of Columbia and Puerto Rico through our subsidiaries. Through various subsidiaries, we also offer pharmacy services through our CarelonRx business, and other healthcare related services as Carelon Insights, Carelon Health, Carelon Behavioral Health and CareMore.

We have organized our brand portfolio into the following core go-to-market brands:

- Anthem Blue Cross/Anthem Blue Cross and Blue Shield — represents our existing Anthem-branded and affiliated Blue Cross and/or Blue Shield licensed plans;
- Wellpoint — we are uniting select non-BCBSA licensed Medicare, Medicaid and commercial plans under the Wellpoint name; and
- Carelon — this brand brings together our healthcare-related brands and capabilities, including our CarelonRx and Carelon Services businesses, under a single brand name.

Our branding strategy reflects the evolution of our business from a traditional health insurance company to a lifetime, trusted health partner. We report our results of operations in the following four reportable segments: Health Benefits, CarelonRx, Carelon Services and Corporate & Other (our businesses that do not individually meet the quantitative thresholds for an operating segment, as well as corporate expenses not allocated to our other reportable segments). During the fourth quarter of 2023, we moved our Carelon Global Solutions international business from the Corporate & Other reportable segment to the Carelon Services reportable segment. All prior period reportable segment information has been reclassified for comparability to conform to the current presentation.For additional information, see Note 15, "Segment Information," of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

For additional information about our organization, see Part I, Item 1, "Business" and Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in our 2023 Annual Report on Form 10-K.

Business Trends

We made the decision to expand our participation in the Individual state- or federally-facilitated marketplaces (the "Public Exchange") for 2024. For 2024, we are offering Individual Public Exchange products in 141 of the 143 rating regions in which we operate, in comparison to 138 of 143 rating regions in 2023. As described in "*Regulatory Trends and*

Uncertainties" below, we expect growth in our Public Exchange membership as Medicaid members who are no longer eligible for Medicaid coverage continue to exit the Medicaid program and seek coverage elsewhere. Changes to our business environment are likely to continue as elected officials at the national and state levels continue to enact, and both elected officials and candidates for election continue to propose, significant modifications to existing laws and regulations, including changes to taxes and fees. In addition, growth in our government-sponsored business exposes us to increased regulatory oversight.

CarelonRx markets and offers pharmacy services to our affiliated health plan customers throughout the country, as well as to customers outside of the health plans we own. Our comprehensive pharmacy services portfolio includes all core pharmacy services, such as home delivery and specialty pharmacies, claims adjudication, formulary management, pharmacy networks, rebate administration, a prescription drug database and member services. CarelonRx delegates certain core pharmacy services to CaremarkPCS Health, L.L.C. ("CVS"), which is a subsidiary of CVS Health Corporation, pursuant to a five year agreement that is set to terminate on December 31, 2025. CarelonRx also operates a specialty pharmacy. Beginning in the first quarter of 2024, CarelonRx is assuming responsibility for pharmacy mail order front-end intake and member services from CVS.

Pricing Trends: We strive to price our health benefit products consistent with anticipated underlying medical cost trends. We frequently make adjustments to respond to legislative and regulatory changes as well as pricing and other actions taken by existing competitors and new market entrants. Revenues from the Medicare and Medicaid programs are dependent, in whole or in part, upon annual funding from the federal government and/or applicable state governments. Product pricing remains competitive.

If the approvals of any annual premium rate changes by contracted government agencies are delayed, we are required to defer the recognition of any premium rate increases to the period in which the premium rates become final. The impact of this deferral can be significant in the period in which the increased premium rates are first recognized depending on the magnitude of the premium rate increase, the number of members to which it applies and the length of the delay between the effective date of the rate increase and the final contract date. Premium rate decreases are recognized in the period the change in premium rate becomes effective and the change in the rate is known, which may be prior to the period in which the contract amendment affecting the rate is finalized.

Medical Cost Trends: Our medical cost trends are primarily driven by increases in the utilization of services across all provider types and the unit cost increases of these services. We work to mitigate these trends through various medical management programs such as care and condition management, program integrity and specialty pharmacy management and utilization management, as well as benefit design changes. There are many drivers of medical cost trends that can cause variance from our estimates, such as changes in the level and mix of services utilized, regulatory changes, aging of the population, health status and other demographic characteristics of our members, epidemics, pandemics, advances in medical technology, new high-cost prescription drugs, provider contracting inflation, labor costs and healthcare provider or member fraud.

For additional discussion regarding business trends, see Part I, Item 1, "Business" included in our 2023 Annual Report on Form 10-K.

Regulatory Trends and Uncertainties

Under the Consolidated Appropriations Act of 2023, Congress decoupled Medicaid eligibility redeterminations from the Public Health Emergency initially declared in January 2020 relating to COVID-19. As a result, states were permitted to begin removing ineligible beneficiaries from their Medicaid programs starting April 1, 2023, and the majority of our Medicaid markets began doing so as of June 30, 2023. This process is anticipated to take up to 14 months to complete, although most states are expected to complete the redetermination process by June 30, 2024. As redeterminations have resumed, we have experienced a decline in our Medicaid membership. Over time, we expect growth in our commercial plans, including through the Public Exchanges, as members who are no longer eligible for Medicaid coverage in our 14 commercial states seek coverage elsewhere.

The Inflation Reduction Act of 2022, which was signed into law in August 2022, contains a variety of provisions that impact our business including an extension of the American Rescue Plan Act of 2021's enhanced Premium Tax Credits ("PTC") through 2025; imposing a new corporate alternative minimum tax; providing a one percent excise tax on repurchases of stock; allowing the Centers for Medicare and Medicaid Services ("CMS") to negotiate prices on a limited set of prescription drugs in Medicare Parts B and D beginning in 2026; instituting caps on insulin cost sharing in Medicare Parts B and D; redesigning of the Medicare Part D benefit; adding a requirement that drug manufacturers pay rebates if prices increase beyond inflation; and delaying the implementation of the Trump Administration Medicare drug rebate rule until 2032. The extension of the enhanced PTC has allowed for growth in Individual Public Exchange enrollment as Medicaid eligibility redeterminations have resumed, supporting continuity of coverage for more people.

The Consolidated Appropriations Act of 2021 (the "2021 Appropriations Act") has impacted and in the future may have a material effect upon our business, including procedures and coverage requirements related to surprise medical bills and new mandates for continuity of care for certain patients, price comparison tools, disclosure of broker compensation, mental health parity reporting, and reporting on pharmacy benefits and drug costs. The requirements of the 2021 Appropriations Act applicable to us had varying effective dates, some of which were effective in December 2021 and during 2022, and others that were extended into 2023 and 2024 since the enactment of the 2021 Appropriations Act.

The health plan price transparency regulations issued by the U.S. Departments of Health and Human Services, Labor and Treasury required us in 2022 to begin disclosing detailed pricing information regarding negotiated rates for all covered items and services between the plan or issuer and in-network providers and historical payments to, and billed charges from, out-of-network providers. Additionally, beginning in 2023, we were required to make available to members personalized out-of-pocket cost information and the underlying negotiated rates for 500 covered healthcare items and services, including prescription drugs. Effective January 1, 2024, this requirement has expanded to include all items and services.

The Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010, as amended (collectively, the "ACA"), continues to impact our business and results of operations, including pricing, minimum medical loss ratios and the geographies in which our products are available. We also expect further and ongoing regulatory guidance on a number of issues related to Medicare, including evolving methodology for ratings and quality bonus payments. CMS also frequently proposes changes to its program that audits data submitted under the risk adjustment programs in ways that could increase financial recoveries from plans.

For additional discussion regarding regulatory trends and uncertainties and risk factors, see Part I, Item 1, "Business – Regulation," Part I, Item 1A, "Risk Factors" and the "Regulatory Trends and Uncertainties" section of Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our 2023 Annual Report on Form 10-K.

Other Significant Items

Business and Operational Matters

During the third quarter of 2023, based on a strategic review of our operations, assets and investments, management implemented the "2023-2024 Business Efficiency Program" to refine the focus of our investments and optimize our physical footprint. The 2023-2024 Business Efficiency Program includes the write-off of certain information technology assets and contract exit costs, a reduction in staff including the relocation of certain job functions, and the impairment of assets associated with the closure or partial closure of data centers and offices. The 2023-2024 Business Efficiency Program is expected to be substantially complete by the end of the third quarter of 2024. For additional information, see Note 4, "Business Optimization Initiatives" of the Notes to Consolidated Financial Statements included in Part 1, Item 1 of this Quarterly Report on Form 10-Q.

Pursuant to CMS' Medicare Advantage Star ratings system, CMS annually awards between 1.0 and 5.0 Stars to Medicare Advantage plans based on performance in several categories. Plans must have a Star rating of 4.0 or higher to qualify for bonus payments. In March 2024, CMS informed us that it had updated our 2024 Star ratings from their October 2023 announcement. As a result, we now estimate approximately 49% of our Medicare Advantage members to be enrolled in plans rated at least 4.0-Star for 2024 Star ratings (payment year 2025), based on our January 2024 enrollment, compared to 64% of our Medicare Advantage members being in plans rated at least 4.0-Star for 2023 Star ratings (payment year 2024), based on September 2022 enrollment. This change in 2024 Star ratings from 2023 Star ratings is expected to reduce our 2025 operating revenue by approximately $310 million, and we expect to partially mitigate this financial impact through various strategies such as operating expense efficiencies, capital deployment alternatives and network enhancements.

Acquisitions and Divestitures

Completed Acquisitions

On March 11, 2024, we completed our acquisition of Paragon Healthcare, Inc. ("Paragon"). Paragon, which operates as part of CarelonRx, provides infusion services and injectable therapies through its omnichannel model of ambulatory infusion centers, home infusion pharmacies, and other specialty pharmacy services. This acquisition aligns with our vision to be an innovative, valuable and inclusive healthcare partner by providing care management programs that improve the lives of the people we serve.

On February 15, 2023, we completed our acquisition of BioPlus Parent, LLC and subsidiaries ("BioPlus") from CarepathRx Aggregator, LLC. Prior to the acquisition, BioPlus was one of the largest independent specialty pharmacy organizations in the United States. BioPlus, which operates as part of CarelonRx, seeks to connect payors and providers of specialty pharmaceuticals to meet the medication therapy needs of patients with complex medical conditions. This acquisition aligns with our vision to be an innovative, valuable and inclusive healthcare partner by providing care management programs that improve the lives of the people we serve.

Divestiture

On April 1, 2024, we completed the sale of our life and disability businesses to StanCorp Financial Group, Inc. ("The Standard"), a provider of financial protection products and services for employers and individuals. Upon closing, we and The Standard entered into a product distribution partnership.

Pending Acquisitions

On December 31, 2023, we entered into an agreement to acquire Centers Plan for Healthy Living LLC and Centers for Specialty Care Group IPA, LLC ("Centers"). Centers is a managed long-term care plan that serves New York state Medicaid and dually-eligible Medicaid/Medicare members, enabling adults with long-term care needs and disabilities to live safely and independently in their own home. This acquisition aligns with our strategic plan to grow the Health Benefits segment and leverage industry-leading expertise while serving Medicaid and dually eligible populations. The acquisition is expected to close in the third quarter of 2024 and is subject to standard closing conditions and customary approvals.

On January 23, 2023, we announced our entrance into an agreement to acquire Louisiana Health Service & Indemnity Company, d/b/a Blue Cross and Blue Shield of Louisiana, an independent licensee of the BCBSA that provides healthcare plans to the Individual, Employer Group, Medicaid and Medicare markets, primarily in the State of Louisiana. This acquisition aligns with our vision to be an innovative, valuable and inclusive healthcare partner by providing care management programs that improve the lives of the people we serve. The acquisition is subject to closing conditions and approvals.

Pending Equity Investment

On April 12, 2024, we entered into an agreement to partner with Clayton, Dubilier & Rice ("CD&R") to accelerate innovation in care delivery across multiple regions in the United States by bringing together through a new company, (" NewCo"), certain care delivery and enablement assets of Carelon Management Services Inc., a Carelon Health business ("CMSI Assets"), and two CD&R portfolio businesses, apree health and Millennium Physician Group. Our investment in NewCo will be through a combination of cash, an existing equity investment in apree health, and the contribution of CMSI

Assets. We will account for our initial minority ownership interest in NewCo as an equity method investment. Further, in connection with our equity investment, each party will have certain rights and obligations, including certain put, call, and purchase price true-up options, for which the estimated value will be determinable at the time of the incremental investments. The contribution of CMSI Assets and businesses to be contributed by CD&R to NewCo are subject to standard closing conditions and customary approvals.

For additional information, see Note 3, "Business Acquisitions and Divestitures," and Note 5, "Investments" of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Litigation Matters

In the consolidated multi-district proceeding in the United States District Court for the Northern District of Alabama (the "Court") captioned *In re Blue Cross Blue Shield Antitrust Litigation* ("BCBSA Litigation"), the BCBSA and Blue Cross and/or Blue Shield licensees, including us (the "Blue plans") previously approved a settlement agreement and release with the plaintiffs representing a putative nationwide class of health plan subscribers (the "Subscriber Settlement Agreement"), which agreement required the Court's approval to become effective. Generally, the lawsuits in the BCBSA Litigation challenge elements of the licensing agreements between the BCBSA and the independently owned and operated Blue plans. The cases were brought by two putative nationwide classes of plaintiffs, health plan subscribers and providers. The Subscriber Settlement Agreement applies only to the subscriber class. The defendants continue to contest the consolidated cases brought by the provider plaintiffs.

In August 2022, the Court issued a final order approving the Subscriber Settlement Agreement (the "Final Approval Order"). In compliance with the Subscriber Settlement Agreement, the Company paid $506 into an escrow account in September 2022, for an aggregate and full settlement payment by the Company of $596, which amount was accrued in 2020. The Final Approval Order was appealed to the United States Court of Appeals for the Eleventh Circuit (the "Eleventh Circuit"), which affirmed the Final Approval Order in October 2023. Petitions for rehearing were denied in January 2024, and the Eleventh Circuit issued a mandate terminating its jurisdiction in February 2024. In March 2024, Home Depot, one of the appellants, filed a petition for certiorari to the United States Supreme Court. On the respondents request, the United States Supreme Court granted an extension until May 2024. In the event all appellate rights are exhausted in a manner that affirms the Court's Final Approval Order, the defendants' payment and non-monetary obligations under the Subscriber Settlement Agreement will become effective and the funds held in escrow will be distributed in accordance with the Subscriber Settlement Agreement. For additional information regarding the BCBSA Litigation, see Note 14, "Commitments and Contingencies – *Litigation and Regulatory Proceedings – Blue Cross Blue Shield Antitrust Litigation*," of the Notes to Consolidated Financial Statements included in Part II, Item 8 of our 2023 Annual Report on Form 10-K.

Selected Operating Performance

For the twelve months ended March 31, 2024, total medical membership declined by 3.9%. This was primarily driven by Medicaid membership attrition and lapses exceeding sales in our Employer Group risk-based and Medicare businesses. These decreases were partially offset by increases in our Employer Group fee-based, Individual, BlueCard and Federal Employees Health Benefits ("FEHB") businesses, resulting from sales exceeding lapses.

Operating revenue for the three months ended March 31, 2024 was $42,273, an increase of $375, or 0.9%, from the three months ended March 31, 2023. This increase was primarily a result of premium rate increases in all lines of business to more accurately reflect medical cost trends. Increased product revenue from our CarelonRx business, including a full quarter of revenue from BioPlus in 2024, also contributed to the overall increase. These increases were partially offset by overall declines in premiums driven by Medicaid membership attrition.

Net income for the three months ended March 31, 2024 was $2,249, an increase of $245, or 12.2%, from the three months ended March 31, 2023. This increase was primarily due to improved operating gain performance in our Health Benefits, Carelon Services and CarelonRx businesses, lower amortization of other intangible assets and increased net investment income. These increases were partially offset by increased net losses on financial instruments, increased income tax expense due to higher income before taxes and an increased operating loss in our Corporate and Other segment.

Our fully-diluted shareholders' earnings per share ("EPS") was $9.59 for the three months ended March 31, 2024, which represented a 15.5% increase from EPS of $8.30 for the three months ended March 31, 2023. This increase in EPS for the

three months ending March 31, 2024 resulted primarily from increased shareholders' net income, as well as fewer diluted shares outstanding.

Operating cash flow for the three months ended March 31, 2024 and 2023 was $1,978 and $6,469, respectively. The decrease in net cash provided by operating activities was primarily due to the timing of CMS payments received in the prior year quarter, with the April 2023 premium payments being received in the first quarter of 2023.

Membership and Other Metrics

The following table presents our medical membership by customer type as of March 31, 2024 and 2023. Also included below are other membership by product and other metrics. The membership data and other metrics presented are unaudited and in certain instances include estimates of the number of members represented by each contract at the end of the period. The CarelonRx Quarterly Adjusted Scripts metric represents adjusted script volume based on the number of days a prescription covers. On an adjusted basis, one 90-day script counts the same as three 30-day scripts. The Carelon Services Consumers Served metric represents the number of consumers receiving one or more healthcare-related services from Carelon Services who are members of our affiliated health plans as well as those who are members of non-affiliated health plans. For a more detailed description of our medical membership, see the “Membership” section of Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our 2023 Annual Report on Form 10-K.

	March 31			
	2024	2023	Change	% Change
Medical Membership *(in thousands)*				
Individual	1,246	942	304	32.3 %
Employer Group Risk-Based	3,648	3,798	(150)	(3.9) %
Commercial Risk-Based	4,894	4,740	154	3.2 %
BlueCard®	6,825	6,607	218	3.3 %
Employer Group Fee-Based	20,622	20,278	344	1.7 %
Commercial Fee-Based	27,447	26,885	562	2.1 %
Medicare Advantage	2,017	2,053	(36)	(1.8) %
Medicare Supplement	896	925	(29)	(3.1) %
Total Medicare	2,913	2,978	(65)	(2.2) %
Medicaid	9,327	11,889	(2,562)	(21.5) %
Federal Employees Health Benefits (“FEHB”)	1,658	1,632	26	1.6 %
Total Medical Membership	46,239	48,124	(1,885)	(3.9) %
Other Membership *(in thousands)*				
Life and Disability Members	4,469	4,771	(302)	(6.3) %
Dental Members	6,970	6,743	227	3.4 %
Dental Administration Members	1,841	1,697	144	8.5 %
Vision Members	10,251	9,904	347	3.5 %
Medicare Part D Standalone Members	262	264	(2)	(0.8) %
Other Metrics *(in millions)*				
CarelonRx Quarterly Adjusted Scripts	77.0	75.7	1.3	1.7 %
Carelon Services Consumers Served	102.9	104.0	(1.1)	(1.1) %

Medical Membership

The decrease in medical membership was primarily driven by Medicaid membership attrition, including eligibility redeterminations and certain market exits, and lapses exceeding sales in our Employer Group risk-based and Medicare

businesses. These decreases were partially offset by increases in our Employer Group fee-based, Individual, BlueCard and FEHB businesses, resulting from sales exceeding lapses.

Other Membership

Our other membership has the potential to be impacted by changes in our medical membership, as our medical members often purchase our other products that are ancillary to our health business. Life and disability membership decreased primarily due to lapses associated with our Employer Group risk-based business. Dental membership increased primarily due to favorable sales in our Individual, Employer Group fee-based and FEHB businesses, partially offset by lapses in our Employer Group risk-based business. Dental administration membership increased primarily due to favorable in-group change with other BCBSA plans associated with the FEHB program. Vision membership increased due to sales exceeding lapses in our Employer Group fee-based and Individual businesses and increased sales associated with our Medicare Advantage plans.

Consolidated Results of Operations

Our consolidated summarized results of operations and other financial information for the three months ended March 31, 2024 and 2023 are as follows:

	Three Months Ended March 31		Change 2024 vs. 2023	
	2024	2023	$	%
Total operating revenue	$ 42,273	$ 41,898	$ 375	0.9 %
Net investment income	465	387	78	20.2 %
Net losses on financial instruments	(161)	(113)	(48)	42.5 %
Total revenues	42,577	42,172	405	1.0 %
Benefit expense	30,546	30,786	(240)	(0.8)%
Cost of products sold	3,825	3,481	344	9.9 %
Operating expense	4,886	4,800	86	1.8 %
Other expense[1]	381	486	(105)	(21.6)%
Total expenses	39,638	39,553	85	0.2 %
Income before income tax expense	2,939	2,619	320	12.2 %
Income tax expense	690	615	75	12.2 %
Net income	$ 2,249	$ 2,004	$ 245	12.2 %
Net income attributable to noncontrolling interests	(3)	(15)	12	NM
Shareholders' net income	$ 2,246	$ 1,989	$ 257	12.9 %
Average diluted shares outstanding	234.2	239.7	(5.5)	(2.3)%
Diluted shareholders' earnings per share	$ 9.59	$ 8.30	$ 1.29	15.5 %
Effective tax rate	23.5 %	23.5 %		0 bp[3]
Benefit expense ratio[2]	85.6 %	85.8 %		(20) bp[3]
Operating expense ratio[4]	11.6 %	11.5 %		10 bp[3]
Income before income tax expense as a percentage of total revenues	6.9 %	6.2 %		70 bp[3]
Shareholders' net income as a percentage of total revenues	5.3 %	4.8 %		50 bp[3]

Certain of the following definitions are also applicable to all other results of operations tables in this discussion:

NM Not meaningful.

1 Includes interest expense and amortization of other intangible assets.

2 Benefit expense ratio represents benefit expense as a percentage of premium revenue. Premiums for the three months ended March 31, 2024 and 2023 were $35,696 and $35,868, respectively.

3 bp = basis point; one hundred basis points = 1%.

4 Operating expense ratio represents operating expense as a percentage of total operating revenue.

Three Months Ended March 31, 2024 Compared to the Three Months Ended March 31, 2023

Total operating revenue increased primarily as a result of premium rate increases in all lines of business to reflect medical cost trends. Increased product revenue from our CarelonRx business also contributed to the overall increase. These increases were partially offset by overall declines in premiums driven by Medicaid membership attrition.

Net investment income increased primarily due to higher income from fixed maturity securities.

Net losses on financial instruments increased primarily due to increased losses on equity securities and fixed maturity securities.

Benefit expense decreased primarily due to Medicaid membership attrition, partially offset by increases due to medical cost trends in our other Health Benefits businesses.

Our benefit expense ratio decreased primarily driven by premium rate increases in our Health Benefits segment to reflect medical cost trends.

Cost of products sold reflects the cost of pharmaceuticals dispensed by CarelonRx for our unaffiliated customers. Cost of products sold increased as the corresponding pharmacy product revenues increased.

Operating expense increased primarily due to increased spend to support growth and integration costs related to recent acquisitions.

Our operating expense ratio increased slightly primarily due to the increase in operating expenses, partially offset by the favorable impact of operating revenue growth.

Other expense declined primarily due to decreased amortization of other intangible assets. In the first quarter of 2023, we had increased amortization of other intangible assets as the amortization period of certain intangible assets was shortened to align with the dates our new branding took place.

Our shareholders' net income as a percentage of total revenues increased in 2024 as compared to 2023 as a result of all factors discussed above.

Reportable Segments Results of Operations

Our results of operations discussed throughout this MD&A are determined in accordance with U.S. generally accepted accounting principles ("GAAP"). We also calculate operating gain and operating margin to further aid investors in understanding and analyzing our core operating results and comparing them among periods. We define operating revenue as premium income, product revenue and service fees. Operating gain is calculated as total operating revenue less benefit expense, cost of products sold and operating expense. It does not include net investment income, net losses on financial instruments, interest expense, amortization of other intangible assets or income taxes, as these items are managed in our corporate shared service environment and are not the responsibility of operating segment management. Operating margin is calculated as operating gain divided by operating revenue. We use these measures as a basis for evaluating segment performance, allocating resources, forecasting future operating periods and setting incentive compensation targets. This information is not intended to be considered in isolation or as a substitute for income before income tax expense, shareholders' net income or EPS prepared in accordance with GAAP, and may not be comparable to similarly titled measures reported by other companies. For a reconciliation of reportable segments' operating revenue to the amounts of total revenue included in the consolidated statements of income and a reconciliation of income before income tax expense to reportable segments' operating gain, see Note 15, "Segment Information," of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

We report our results of operations in the following four reportable segments: Health Benefits, CarelonRx, Carelon Services and Corporate & Other (our businesses that do not individually meet the quantitative thresholds for an operating segment, as well as corporate expenses not allocated to our other reportable segments). During the fourth quarter of 2023, we moved our Carelon Global Solutions international business from the Corporate & Other reportable segment to the Carelon Services reportable segment. All prior period reportable segment information has been reclassified for comparability to

conform to the current presentation.For additional information, see Note 15, “Segment Information,” of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

The following table presents a summary of the reportable segment financial information for the three months ended March 31, 2024 and 2023:

	Three Months Ended March 31		Change	
	2024	2023	$	%
Operating Revenue				
Health Benefits	$ 37,258	$ 37,280	$ (22)	(0.1) %
CarelonRx	8,067	8,024	43	0.5 %
Carelon Services	4,009	3,460	549	15.9 %
Corporate & Other	127	91	36	39.6 %
Eliminations	(7,188)	(6,957)	(231)	3.3 %
Total operating revenue	$ 42,273	$ 41,898	$ 375	0.9 %
Operating Gain (Loss)				
Health Benefits	$ 2,287	$ 2,149	$ 138	6.4 %
CarelonRx	523	512	11	2.1 %
Carelon Services	290	229	61	26.6 %
Corporate & Other	(84)	(59)	(25)	42.4 %
Total operating gain	$ 3,016	$ 2,831	$ 185	6.5 %
Operating Margin				
Health Benefits	6.1 %	5.8 %		30 bp
CarelonRx	6.5 %	6.4 %		10 bp
Carelon Services	7.2 %	6.6 %		60 bp
Total operating margin	7.1 %	6.8 %		30 bp

bp = basis point; one hundred basis points = 1%.

Three Months Ended March 31, 2024 Compared to the Three Months Ended March 31, 2023

Health Benefits

Operating revenue decreased slightly, primarily as a result of lower premiums driven by Medicaid membership attrition, including eligibility redeterminations and certain market exits, mostly offset by premium rate increases in all lines of business to reflect medical cost trend.

Operating gain increased primarily as a result of premium yields, including due to disciplined commercial underwriting, partially offset by the impact of Medicaid membership attrition.

CarelonRx

Operating revenue increased primarily due to a full three months of revenue from BioPlus in 2024 and higher prescription volume associated with growth in external pharmacy members, partially offset by the impact of the Medicaid membership attrition.

The increase in operating gain was primarily driven by growth of product revenue, partially offset by expenses associated with the launch of additional services by CarelonRx.

Carelon Services

Operating revenue increased primarily due to the continued expansion of our medical management, behavioral health and post-acute care services.

The increase in operating gain was primarily driven by improved performance in our behavioral health and medical management businesses, partially offset by the impact of the Medicaid membership attrition.

Corporate & Other

Operating revenue increased primarily due to higher affiliated revenues.

Operating loss increased primarily due to an increase in unallocated corporate expenses.

Critical Accounting Policies and Estimates

We prepare our consolidated financial statements in conformity with GAAP. Application of GAAP requires management to make estimates and assumptions that affect the amounts reported in our consolidated financial statements and accompanying notes and within this MD&A. We consider our most important accounting policies that require significant estimates and management judgment to be those policies with respect to liabilities for medical claims payable, goodwill and other intangible assets and investments. Our accounting policies related to these items are discussed in our 2023 Annual Report on Form 10-K in Note 2, “Basis of Presentation and Significant Accounting Policies,” to our audited consolidated financial statements as of and for the year ended December 31, 2023, as well as in the “Critical Accounting Policies and Estimates” section of Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” As of March 31, 2024, our critical accounting policies and estimates have not changed from those described in our 2023 Annual Report on Form 10-K.

Medical Claims Payable

The most subjective accounting estimate in our consolidated financial statements is our liability for medical claims payable. Our accounting policies related to medical claims payable are discussed in the references cited above. As of March 31, 2024, our critical accounting policies and estimates related to medical claims payable have not changed from those described in our 2023 Annual Report on Form 10-K. For a reconciliation of the beginning and ending balance for medical claims payable for the three months ended March 31, 2024 and 2023, see Note 9, “Medical Claims Payable,” of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

The following table provides a summary of the two key assumptions having the most significant impact on our incurred but not paid liability estimates for the three months ended March 31, 2024 and 2023, which are the trend and completion factors. These two key assumptions can be influenced by utilization levels, unit costs, mix of business, benefit plan designs, provider reimbursement levels, processing system conversions and changes, claim inventory levels, claim processing patterns, claim submission patterns and operational changes resulting from business combinations.

	Favorable Developments by Changes in Key Assumptions	
	Three Months Ended March 31	
	2024	2023
Assumed trend factors	$ 571	$ 772
Assumed completion factors	634	296
Total	$ 1,205	$ 1,068

The favorable development recognized in the three months ended March 31, 2024 resulted from favorable development in the completion factors resulting from the latter part of 2023 developing faster than expected as well as trend factors in late 2023 developing more favorably than originally expected. The favorable development recognized in the three months ended March 31, 2023 resulted primarily from trend factors in late 2022 developing more favorably than expected. Favorable development in the completion factors resulting from the latter part of 2022 developing faster than expected also contributed to the favorable development for the three months ended March 31, 2023.

The ratio of current year medical claims paid as a percent of current year net medical claims incurred was 63.8% and 64.9% for the three months ended March 31, 2024 and 2023, respectively. This ratio serves as an indicator of claims processing speed whereby speed for claims payments was slightly lower during the three months ended March 31, 2024 as compared to the three months ended March 31, 2023.

We calculate the percentage of prior year redundancies in the current period as a percent of prior year net medical claims payable less prior year redundancies in the current period in order to demonstrate the development of prior year reserves. For the three months ended March 31, 2024, this metric was 8.2%, driven by both favorable completion factor development from 2023 and favorable trend factor development at the end of 2023. For the three months ended March 31, 2023, this metric was 7.5%, largely driven by favorable trend factor development at the end of 2022 as well as favorable completion factor development from 2022.

We calculate the percentage of prior year redundancies in the current period as a percent of prior year net incurred medical claims to indicate the percentage of redundancy included in the preceding year calculation of current year net incurred medical claims. We believe this calculation supports the reasonableness of our prior year estimate of incurred medical claims and the consistency in our methodology. For the three months ended March 31, 2024, this metric was 1.0%, which was calculated using the redundancy of $1,205. For the three months ended March 31, 2023, the comparable metric was 0.9%, which was calculated using the redundancy of $1,068. We believe these metrics demonstrate an appropriate and consistent level of reserve conservatism.

New Accounting Pronouncements

For information regarding new accounting pronouncements that were issued or became effective during the three months ended March 31, 2024 that had, or are expected to have, a material impact on our financial position, results of operations or financial statement disclosures, see the "*Recently Adopted Accounting Guidance*" and *"Recent Accounting Guidance Not Yet Adopted"* sections of Note 2, "Basis of Presentation and Significant Accounting Policies," of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

Liquidity and Capital Resources

Sources and Uses of Capital

Our cash receipts result primarily from premiums, product revenue, service fees, investment income, proceeds from the sale or maturity of our investment securities, proceeds from borrowings and proceeds from the issuance of common stock under our employee stock plans. Cash disbursements result mainly from claims payments, operating expenses, taxes, purchases of investment securities, interest expense, payments on borrowings, acquisitions, capital expenditures, repurchases of our debt securities and common stock and the payment of cash dividends. Cash outflows fluctuate with the amount and timing of settlement of these transactions. Any future decline in our profitability would likely have an unfavorable impact on our liquidity.

For a more detailed overview of our liquidity and capital resources management, see the " *Introduction*" section included in the "Liquidity and Capital Resources" section of Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our 2023 Annual Report on Form 10-K.

For additional information regarding our sources and uses of capital during the three months ended March 31, 2024, see Note 6, "Derivative Financial Instruments," Note 10, "Debt," and Note 12, "Capital Stock – *Use of Capital – Dividends and Stock Repurchase Program,* " of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Form 10-Q.

Liquidity

A summary of our major sources and uses of cash and cash equivalents for the three months ended March 31, 2024 and 2023 is as follows:

	Three Months Ended March 31		
	2024	2023	Change
Sources of Cash:			
Net cash provided by operating activities	$ 1,978	$ 6,469	$ (4,491)
Issuances of short- and long-term debt, net of repayments	1,350	991	359
Proceeds from issuance of common stock under employee stock plans	97	43	54
Total sources of cash	3,425	7,503	(4,078)
Uses of Cash:			
Purchases of investments, net of proceeds from sales, maturities, calls and redemptions	(670)	(1,421)	751
Purchases of subsidiaries, net of cash acquired	(1,120)	(1,638)	518
Repurchase and retirement of common stock	(566)	(622)	56
Purchases of property and equipment	(279)	(301)	22
Cash dividends	(379)	(351)	(28)
Changes in bank overdrafts	(586)	(291)	(295)
Other uses of cash, net	(125)	(125)	—
Total uses of cash	(3,725)	(4,749)	1,024
Effect of foreign exchange rates on cash and cash equivalents	—	1	(1)
Net (decrease) increase in cash and cash equivalents	$ (300)	$ 2,755	$ (3,055)

The decrease in net cash provided by operating activities was primarily due to the timing of CMS payments received in the prior year quarter, with the April 2023 premium payments being received in the first quarter of 2023.

Other significant changes in sources or uses of cash year-over-year included reduced purchases of investments, net of proceeds from sales, maturities, calls and redemptions, lower amounts for purchases of subsidiaries, net of cash acquired, and an increase in the issuance of short- and long term debt, net of repayments. These were partially offset by a decline in bank overdrafts outstanding.

We maintained a strong financial condition and liquidity position, with consolidated cash, cash equivalents and investments in fixed maturity and equity securities of $37,147 at March 31, 2024. Since December 31, 2023, total cash, cash equivalents and investments in fixed maturity and equity securities decreased by $98, primarily due to the purchase of subsidiaries, bank overdrafts outstanding, the repurchase and retirement of common stock, cash dividends, and the purchase of property and equipment, partially offset by net cash provided by operating activities and the issuance of short- and long-term debt, net of repayments.

Many of our subsidiaries are subject to various government regulations that restrict the timing and amount of dividends and other distributions that may be paid to their respective parent companies. Certain accounting practices prescribed by insurance regulatory authorities, or statutory accounting practices, differ from GAAP. Changes that occur in statutory accounting practices, if any, could impact our subsidiaries' future dividend capacity. In addition, we have agreed to certain undertakings to regulatory authorities, including the requirement to maintain certain capital levels in certain of our subsidiaries.

At March 31, 2024, we held $988 of cash, cash equivalents and investments at the parent company, which are available for general corporate use, including investment in our businesses, acquisitions, potential future common stock repurchases and dividends to shareholders, repurchases of debt securities and debt and interest payments.

Periodically, we access capital markets and issue debt (“Notes”) for long-term borrowing purposes, for example, to refinance debt, to finance acquisitions or for share repurchases. Certain of these Notes may have a call feature that allows us to redeem the Notes at any time at our option and/or a put feature that allows a Note holder to redeem the Notes upon the occurrence of both a change in control event and a downgrade of the Notes below an investment grade rating. For more information on our debt, including redemptions and issuances, see Note 10, “Debt,” of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

We calculate our consolidated debt-to-capital ratio, a non-GAAP measure, from the amounts presented on our consolidated balance sheets included in Part I, Item 1 of this Quarterly Report on Form 10-Q. Our debt-to-capital ratio is calculated as total debt divided by total debt plus total equity. Total debt is the sum of short-term borrowings, current portion of long-term debt and long-term debt, less current portion. We believe our debt-to-capital ratio assists investors and rating agencies in measuring our overall leverage and additional borrowing capacity. In addition, our bank covenants include a maximum debt-to-capital ratio that we cannot and did not exceed. Our debt-to-capital ratio may not be comparable to similarly titled measures reported by other companies. Our consolidated debt-to-capital ratio was 39.4% and 38.9% as of March 31, 2024 and December 31, 2023, respectively.

Our senior debt is rated “A” by S&P Global Ratings, “BBB+” by Fitch Ratings, Inc., “Baa2” by Moody’s Investor Service, Inc. and “bbb+” by AM Best Company, Inc. We intend to maintain our senior debt investment grade ratings. If our credit ratings are downgraded, our business, liquidity, financial condition and results of operations could be adversely impacted by limitations on future borrowings and a potential increase in our borrowing costs.

Capital Resources

We have a shelf registration statement on file with the U.S. Securities and Exchange Commission to register an unlimited amount of any combination of debt or equity securities in one or more offerings. Specific information regarding terms and securities being offered will be provided at the time of an offering. Proceeds from future offerings are expected to be used for general corporate purposes, including, but not limited to, the repayment of debt, investments in or extensions of credit to our subsidiaries, the financing of possible acquisitions or business expansions.

We have a senior revolving credit facility (the “5-Year Facility”) with a group of lenders for general corporate purposes. The 5-Year Facility provides credit of up to $4,000 and matures in April 2027. Our ability to borrow under the 5-Year Facility is subject to compliance with certain covenants, including covenants requiring us to maintain a defined debt-to-capital ratio of not more than 60%, subject to increase in certain circumstances set forth in the credit agreement for the 5-Year Facility. We do not believe the restrictions contained in our 5-Year Facility covenants materially affect our financial or operating flexibility. We had no amounts outstanding under the 5-Year Facility as of March 31, 2024 or December 31, 2023. As of March 31, 2024, we were in compliance with all of the debt covenants under the 5-Year Facility.

We have an authorized commercial paper program of up to $4,000, the proceeds of which may be used for general corporate purposes. Should commercial paper issuance become unavailable, we have the ability to use a combination of cash on hand and/or our 5-Year Facility to redeem any outstanding commercial paper upon maturity. At March 31, 2024 and December 31, 2023, we had $1,350 and $0, respectively, outstanding under our commercial paper program. Beginning June 30, 2023, we have reclassified our commercial paper balances, if any, from long-term debt to short-term debt as our intent is to not replace short-term commercial paper outstanding at expiration with additional short-term commercial paper for an uninterrupted period extending for more than one year.

We are a member, through certain subsidiaries, of the Federal Home Loan Bank of Indianapolis, the Federal Home Loan Bank of Cincinnati, the Federal Home Loan Bank of Atlanta and the Federal Home Loan Bank of New York (collectively the “FHLBs”). As a member, we have the ability to obtain short-term cash advances, subject to certain minimum collateral requirements. We had $225 of outstanding short-term borrowings from the FHLBs at each of March 31, 2024 and December 31, 2023.

We regularly review the appropriate use of capital, including acquisitions, common stock and debt security repurchases and dividends to shareholders. The declaration and payment of any dividends or repurchases of our common stock or debt is at the discretion of our Board of Directors and depends upon our financial condition, results of operations, future liquidity needs, regulatory and capital requirements and other factors deemed relevant by our Board of Directors.

For additional information regarding our sources and uses of capital at March 31, 2024, see Note 5, “Investments,” Note 6, “Derivative Financial Instruments,” Note 10, “Debt,” and Note 12, “Capital Stock – *Use of Capital – Dividends and Stock Repurchase Program,* ” of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q.

In addition to regulations regarding the timing and amount of dividends, our regulated subsidiaries’ states of domicile have statutory risk-based capital (“RBC”) requirements for health and other insurance companies and health maintenance organizations largely based on the National Association of Insurance Commissioners (“NAIC”) Risk-Based Capital (RBC) for Health Organizations Model Act (the “RBC Model Act”). These RBC requirements are intended to measure capital adequacy, taking into account the risk characteristics of an insurer’s investments and products. The NAIC sets forth the formula for calculating the RBC requirements, which are designed to take into account asset risks, insurance risks, interest rate risks and other relevant risks with respect to an individual insurance company’s business. In general, under the RBC Model Act, an insurance company must submit a report of its RBC level to the state insurance department or insurance commissioner, as appropriate, at the end of each calendar year. Our regulated subsidiaries’ respective RBC levels as of December 31, 2023, which was the most recent date for which reporting was required, were in excess of all applicable mandatory RBC requirements. In addition to exceeding these RBC requirements, we are in compliance with the liquidity and capital requirements for a licensee of the BCBSA and with the tangible net worth requirements applicable to certain of our California subsidiaries. For additional information, see Note 22, “Statutory Information,” in our audited consolidated financial statements as of and for the year ended December 31, 2023 included in Part II, Item 8 of our 2023 Annual Report on Form 10-K.

Future Sources and Uses of Liquidity

We believe that cash on hand, future operating cash receipts, investments and funds available under our commercial paper program, our 5-Year Facility and borrowings available from the FHLBs will be adequate to fund our expected cash disbursements over the next twelve months.

There have been no material changes to our long-term liquidity requirements as disclosed in Part II, Item 7 of our 2023 Annual Report on Form 10-K. For additional updates regarding our estimated long-term liquidity requirements, see Note 6, “Derivative Financial Instruments,” Note 10, “Debt,” and the “*Other Contingencies*” and “*Contractual Obligations and Commitments*” sections of Note 11 “Commitments and Contingencies,” of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q. We believe that funds from future operating cash flows, cash and investments and funds available under our 5-Year Facility and/or from public or private financing sources will be sufficient for future operations and commitments, and for capital acquisitions and other strategic transactions.

FORWARD-LOOKING STATEMENTS

This document contains certain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements reflect our views about future events and financial performance and are generally not historical facts. Words such as "expect," "feel," "believe," "will," "may," "should," "anticipate," "intend," "estimate," "project," "forecast," "plan" and similar expressions are intended to identify forward-looking statements. These statements include, but are not limited to: financial projections and estimates and their underlying assumptions; statements regarding plans, objectives and expectations with respect to future operations, products and services; and statements regarding future performance. Such statements are subject to certain risks and uncertainties, many of which are difficult to predict and generally beyond our control, that could cause actual results to differ materially from those expressed in, or implied or projected by, the forward-looking statements. You are cautioned not to place undue reliance on these forward-looking statements that speak only as of the date hereof. You are also urged to carefully review and consider the various risks and other disclosures discussed in our reports filed with the U.S. Securities and Exchange Commission from time to time, which attempt to advise interested parties of the factors that affect our business. Except to the extent required by law, we do not update or revise any forward-looking statements to reflect events or circumstances occurring after the date hereof. These risks and uncertainties include, but are not limited to: trends in healthcare costs and utilization rates; reduced enrollment; our ability to secure and implement sufficient premium rates; the impact of large scale medical emergencies, such as public health epidemics and pandemics, and other catastrophes; the impact of new or changes in existing federal, state and international laws or regulations, including laws and regulations impacting healthcare, insurance, pharmacy services and other diversified products and services, or their enforcement or application; the impact of cyber-attacks or other privacy or data security incidents or breaches or our failure to comply with any privacy, data or security laws or regulations, including any investigations, claims or litigation related thereto; information technology disruptions; changes in economic and market conditions, as well as regulations that may negatively affect our liquidity and investment portfolios; competitive pressures and our ability to adapt to changes in the industry and develop and implement strategic growth opportunities; risks and uncertainties regarding Medicare and Medicaid programs, including those related to non-compliance with the complex regulations imposed thereon; our ability to maintain and achieve improvement in Centers for Medicare and Medicaid Services Star ratings and other quality scores and funding risks with respect to revenue received from participation therein; a negative change in our healthcare product mix; costs and other liabilities associated with litigation, government investigations, audits or reviews; our ability to contract with providers on cost-effective and competitive terms; failure to effectively maintain and modernize our information systems; risks associated with providing healthcare, pharmacy and other diversified products and services, including medical malpractice or professional liability claims and non-compliance by any party with the pharmacy services agreement between us and CaremarkPCS Health, L.L.C.; risks associated with mergers, acquisitions, joint ventures and strategic alliances; possible impairment of the value of our intangible assets if future results do not adequately support goodwill and other intangible assets; possible restrictions in the payment of dividends from our subsidiaries and increases in required minimum levels of capital; our ability to repurchase shares of our common stock and pay dividends on our common stock due to the adequacy of our cash flow and earnings and other considerations; the potential negative effect from our substantial amount of outstanding indebtedness and the risk that increased interest rates or market volatility could impact our access to or further increase the cost of financing; a downgrade in our financial strength ratings; the effects of any negative publicity related to the health benefits industry in general or us in particular; events that may negatively affect our licenses with the Blue Cross and Blue Shield Association; intense competition to attract and retain employees; risks associated with our international operations; and various laws and provisions in our governing documents that may prevent or discourage takeovers and business combinations.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

For a discussion of our market risks, refer to Item 7A, “Quantitative and Qualitative Disclosures about Market Risk,” included in our 2023 Annual Report on Form 10-K. There have been no material changes to any of these risks since December 31, 2023.

ITEM 4. CONTROLS AND PROCEDURES

We carried out an evaluation as of March 31, 2024, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rule 13a-15(e) of the Exchange Act. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective in timely alerting them to material information relating to us (including our consolidated subsidiaries) required to be disclosed in our reports under the Exchange Act. In addition, based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective in ensuring that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosures.

There have been no changes in our internal control over financial reporting that occurred during the three months ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

For information regarding legal proceedings at March 31, 2024, see the “ *Litigation and Regulatory Proceedings,* ” and “*Other Contingencies*” sections of Note 11, “Commitments and Contingencies” of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q, which information is incorporated herein by reference.

ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed in our 2023 Annual Report on Form 10-K.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

The following table presents information related to our repurchases of common stock for the periods indicated:

Period	Total Number of Shares Purchased[1]	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs[2]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Programs
(in millions, except share and per share data)				
January 1, 2024 to January 31, 2024	480,285	$ 475.26	479,559	$ 3,971
February 1, 2024 to February 29, 2024	311,446	502.61	310,932	3,815
March 1, 2024 to March 31, 2024	558,218	504.76	359,094	3,633
	1,349,949		1,149,585	

1 Total number of shares purchased includes 200,364 shares delivered to or withheld by us in connection with employee payroll tax withholding upon the exercise or vesting of stock awards. Stock grants to employees and directors and stock issued for stock option plans and stock purchase plans in the consolidated changes in equity are shown net of these shares purchased.

2 Represents the number of shares repurchased through the common stock repurchase program authorized by our Board of Directors, which the Board of Directors evaluates periodically. During the three months ended March 31, 2024, we repurchased 1,149,585 shares at a total cost of $566 under the program, including the cost of options to purchase shares. The Board of Directors has authorized our common stock repurchase program since 2003. The most recent authorized increase to the program was $5,000 on January 24, 2023 by our Audit Committee, pursuant to authorization granted by the Board of Directors. No duration has been placed on our common stock repurchase program, and we reserve the right to discontinue the program at any time.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 Trading Plans

During the three months ended March 31, 2024, none of our directors or officers (as defined in Rule-1(f) of the Exchange Act) adopted , modified or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement”, as each term is defined in Item 408 of Regulation S-K.

ITEM 6. EXHIBITS

Exhibit Number		Exhibit
3.1		Amended and Restated Articles of Incorporation of the Company, as amended and restated effective June 27, 2022, incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on June 28, 2022.
3.2		Bylaws of the Company, as amended effective October 4, 2023, incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed on October 5, 2023.
4.7		Upon the request of the U.S. Securities and Exchange Commission, the Company will furnish copies of any other instruments defining the rights of holders of long-term debt of the Company or its subsidiaries.
10.2	(p)	* Form of Incentive Compensation Plan Nonqualified Stock Option Award Agreement for 2024.
	(q)	* Form of Incentive Compensation Plan Restricted Stock Unit Award Agreement for 2024.
	(r)	* Form of Incentive Compensation Plan Performance Stock Unit Award Agreement for 2024.
10.3		Elevance Health Comprehensive Nonqualified Deferred Compensation Plan, as amended and restated effective January 1, 2024, incorporated by reference to Exhibit 10.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 2023.
10.4		* Elevance Health Executive Agreement Plan, as amended and restated effective March 1, 2024.
10.9	(d)	* Form of Employment Agreement between the Company and Ratnakar Lavu, incorporated by reference to Exhibit 10.9 (d) to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023.
31.1		Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act Rules, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2		Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Exchange Act Rules, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1		Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2		Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS		XBRL Instance Document - the instant document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH		Inline XBRL Taxonomy Extension Schema Document.
101.CAL		Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF		Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB		Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE		Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104		Cover Page Interactive Data File formatted in Inline XBRL and contained in Exhibit 101.

* Indicates management contracts or compensatory plans or arrangements.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ELEVANCE HEALTH, INC.
Registrant

April 18, 2024 By: /S/ MARK B. KAYE

Mark B. Kaye
Executive Vice President and Chief Financial Officer
(Duly Authorized Officer and Principal Financial Officer)

April 18, 2024 By: /S/ RONALD W. PENCZEK

Ronald W. Penczek
Chief Accounting Officer and Controller
(Principal Accounting Officer)

Schedule A

Notice of Option Grant

Participant: [●]

Company: Elevance Health, Inc.

Notice: You have been granted the following nonqualified stock option to purchase shares of common stock of the Company in accordance with the terms of the Plan and the attached Nonqualified Stock Option Award Agreement.

Plan: 2017 Elevance Health Incentive Compensation Plan

Grant:

Grant Date: [●]
Grant Number: [●]
Option Price per Share: [●]
Number of Shares under Option: [●]

Exercisability: Subject to the terms of the Plan and this Agreement, your Option will become exercisable on and after the dates indicated below as to the number of Shares set forth below opposite each such date, plus any Shares as to which your Option could have been exercised previously but was not so exercised.

Shares	Date
[●]	[●]
[●]	[●]
[●]	[●]

In the event that a Change of Control (as defined in the Plan) occurs before your Termination (as defined in the Plan), your Option will remain subject to the terms of this Agreement, unless the successor company does not assume your Option. If a successor company does not assume your Option, then your Option shall become fully exercisable immediately prior to the Change of Control.

Expiration Date: Your Option will expire ten years from the Grant Date, subject to earlier termination as set forth in the Plan and this Agreement.

Acceptance: In order to accept your Options, you must electronically accept this Agreement through the Company's broker at any time within ninety (90) days after the Grant Date. To effect your acceptance, please follow the instructions included with your grant materials. Acceptance of the Agreement includes acceptance of the terms and conditions of the Plan. If you do not timely and electronically accept this Agreement, this Agreement will be null and void at the end of the 90th day after the Grant Date and you will have no right or claim to the Options described above.

Nonqualified Stock Option Award Agreement

This Nonqualified Stock Option Award Agreement (this "Agreement") dated as of the Grant Date (the "Grant Date") set forth in the Notice of Option Grant attached as Schedule A hereto (the "Grant Notice") is made between Elevance Health, Inc. (the "Company") and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement. The Company and Participant expressly agree and acknowledge that Participant's entry into this Agreement is not a condition of Participant's employment with the Company, and that Participant is not required to enter into this Agreement or accept any Stock Option Award as a condition of Participant's employment with the Company or a Subsidiary or Affiliate. Capitalized terms not defined herein or in the Grant Notice are defined in the Plan.

1. Grant of the Option. Subject to the provisions of this Agreement and the provisions of the Plan, the Company hereby grants to Participant, pursuant to the Plan, the right and option (the "Option") to purchase all or any part of the number of shares of common stock of the Company ("Shares") as set forth in the Grant Notice at an Option Price ("Option Price") per share and on the other terms as set forth in the Grant Notice. This Option is intended to be a nonqualified stock option for federal income tax purposes.

2. Method of Exercise of the Option.

(a) Participant may exercise the Option, to the extent then exercisable, by delivering a notice to the Company's captive broker in a form specified or accepted by the captive broker, specifying the number of Shares with respect to which the Option is being exercised.

(b) At the time Participant exercises the Option, Participant shall pay the Option Price of the Shares as to which the Option is being exercised and applicable taxes (i) in United States dollars by personal check, bank draft or money order; (ii) subject to such terms, conditions and limitations as the Compensation and Talent Committee of the Board of Directors of the Company ("Committee") may prescribe, by tendering (either by actual delivery or attestation) unencumbered Shares previously acquired by Participant having an aggregate Fair Market Value at the time of exercise equal to the total Option Price of the Shares for which the Option is so exercised; (iii) subject to such terms, conditions and limitations as the Committee may prescribe, a cashless (broker-assisted) exercise that complies with all applicable laws; or (iv) by a combination of the consideration provided for in the foregoing clauses (i), (ii) and (iii).

3. Termination. The Option shall terminate upon Participant's Termination for any reason and no Shares may thereafter be purchased under the Option except as provided below. Notwithstanding anything contained in this Agreement, (i) a Participant who is in a position of Vice President or above must give at least 30 days advance written notice of his Termination due to resignation (including Retirement) in order for the Participant to exercise the Option for any period that may apply below and (ii) in no event shall the Option be exercisable after the Expiration Date. If less than 30 days advance written notice is given, the Option shall be immediately canceled, including the portion of the Option that is otherwise exercisable.[1]

(a) *Retirement.* If Participant's Termination is due to Retirement (for purposes of this Agreement, defined as Participant's Termination after attaining age fifty-five (55) with at least ten (10) completed years of service or after attaining age sixty-five (65)), the Option shall continue to become exercisable according to the schedule set forth in the Grant Notice; *provided* that the Option shall terminate on the five-year anniversary of the date of Participant's Retirement but not later than the Expiration Date set forth in the Grant Notice; *provided, further,* that if Participant's Termination is due to Retirement during the calendar year of the Grant Date, the Option shall be immediately terminated on a pro-rata basis, measured by the number of completed full months in that calendar year during which Participant was employed by the Company or an Affiliate (e.g., if Participant's Retirement occurs in September, 33.3% (or 4/12) of the Option shall be immediately terminated), and the non-terminated portion of the Option shall continue to become exercisable according to the schedule set forth in the Grant Notice.

[1] This retirement provision is deleted in non-annual retention grants.

(b) *Death and Disability.* If Participant's Termination is due to Participant's death or Disability (for purposes of this Agreement, as defined in the applicable Elevance Health Long-Term Disability Plan), the Option shall immediately become fully exercisable and shall terminate on the five-year anniversary of the date of such Termination but not later than the Expiration Date set forth in the Grant Notice.

(c) *Termination without Cause or for Good Reason.* Unless Sections 3(a) or 3(e) are applicable, if Participant's Termination is by the Company or an Affiliate without Cause (for purposes of this Agreement, defined as a violation of "conduct" as such term is defined in the Elevance Health HR Corrective Action Policy and if Participant participates in the Elevance Health Executive Agreement Plan (the "Agreement Plan"), the Key Associate Agreement or the Key Sales Associate Agreement also as defined in that plan or agreement) or voluntarily by Participant, the following shall apply:

(i) Unless clause (ii) applies, the Option, to the extent fully exercisable as of the date of such Termination, shall thereafter be exercisable only for a period of ninety (90) days from the date of such Termination, but not later than the Expiration Date set forth in the Grant Notice.

(ii) If Participant is receiving severance (or similar post-termination compensation in connection with a termination) under any severance plan of, or agreement with, the Company or an Affiliate , and any portion of the Option remains unexercisable as of Participant's Termination, the Option shall continue to become exercisable through the earlier of (A) the last day of the period for which Participant is receiving such severance/compensation or (B) the last day of the schedule set forth in the Grant Notice. The Option shall be exercisable for a period of ninety (90) days from the date the severance period ends, but not later than the Expiration Date set forth in the Grant Notice.

(d) *Cause.* If Participant's Termination is for Cause, even if on the date of such Termination Participant has met the definition of Retirement or Disability, then the portion of the Option that has not been exercised shall immediately terminate.

(e) *Termination after Change of Control.* Notwithstanding any other provision of this Agreement, including Section 3(c), if after a Change of Control Participant's Termination is (i) by the Company or an Affiliate without Cause or (ii) if Participant participates in the Executive Agreement Plan, by Participant for Good Reason (as defined in the Executive Agreement Plan), the Option shall immediately become fully exercisable and shall terminate on the five-year anniversary of the date of such Termination but not later than the Expiration Date set forth in the Grant Notice.

4. Transferability of the Option. The Option shall not be transferable or assignable by Participant except as provided in this Section 4 and the Option shall be exercisable, during Participant's lifetime, only by him/her or, during periods of legal disability, by his/her guardian or other legal representative. No Option shall be subject to execution, attachment, or similar process. Participant shall have the right to appoint any individual or legal entity in writing, in accordance with procedures established by the Company's broker, to receive any Option (to the extent not previously terminated or forfeited) under this Agreement upon Participant's death, to the extent permitted by law. The effectiveness of any such designation, and any revocation or replacement thereof, shall be determined in accordance with procedures established by the Company's broker. If Participant dies without such designation, the Option will become part of Participant's estate.

5. Taxes and Withholdings. At the time of receipt of Shares upon the exercise of all or any part of the Option, Participant shall pay to the Company in cash (or make other arrangements, in accordance with Article XVIII of the Plan, for the satisfaction of) any taxes of any kind required by law to be withheld with respect to such Shares; *provided*, *however*, that pursuant to any procedures, and subject to any limitations as the Committee may prescribe and subject to applicable law, Participant may elect to satisfy, in whole or in part, such withholding obligations by (a) withholding Shares otherwise deliverable to Participant pursuant to the Option (*provided, however,* that the amount of any Shares so withheld shall not exceed the amount necessary to satisfy required Federal, state, local and non-United States withholding obligations using the minimum statutory withholding rates for Federal, state, local and/or non-U.S. tax purposes, including payroll taxes, that are applicable to supplemental

taxable income) and/or (b) tendering to the Company Shares owned by Participant (or Participant and Participant's spouse jointly) based, in each case, on the Fair Market Value of the Shares on the payment date as determined by the Committee. Any such election made by Participant must be irrevocable, made in writing, signed by Participant, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate. Please refer to the Plan's prospectus for tax considerations by jurisdiction.

6. No Rights as a Shareholder. Neither Participant nor any other person shall become the beneficial owner of the Shares subject to the Option, nor have any rights to dividends or other rights as a shareholder with respect to any such Shares, until Participant has actually received such Shares following the exercise of the Option in accordance with the terms of the Plan and this Agreement.

7. Restrictive Covenants. For purposes of Sections 7, 8, and 9 of this Agreement, Company shall mean Elevance Health, Inc. and its Subsidiaries and Affiliates. Participant acknowledges that Participant has the right to consult with counsel at Participant's sole expense. As a condition to receipt of the Stock Option Grant made under this Agreement, which Participant and the Company agree is fair and reasonable consideration, Participant agrees as follows, subject to any applicable provisions of Appendix A:

(a) *Confidentiality.*

(i) Participant recognizes that the Company derives substantial economic value from information created and used in its business which is not generally known by the public, including, but not limited to, plans, designs, concepts, computer programs, formulae, and equations; product fulfillment and supplier information; customer and supplier lists, and confidential business practices of the Company, Affiliates, and any of its customers, vendors, business partners or suppliers; profit margins and the prices and discounts the Company obtains or has obtained or at which it sells or has sold or plans to sell its products or services (except for public pricing lists); manufacturing, assembling, labor and sales plans and costs; business and marketing plans, ideas, or strategies; confidential financial performance and projections; employee compensation; employee staffing and recruiting plans and employee personal information; and other confidential concepts and ideas related to the Company's business (collectively, "Confidential Information"). Participant expressly acknowledges and agrees that by virtue of his/her employment with the Company, Participant will have access to and will use in the course of Participant's duties certain Confidential Information and that Confidential Information constitutes trade secrets and confidential and proprietary business information of the Company, all of which is the exclusive property of the Company. For purposes of this Agreement, Confidential Information includes, but is not limited to, information that constitutes a trade secret under applicable state or federal law. Confidential Information does not include information that Participant establishes by clear and convincing evidence is or may become known to Participant or to the public from sources outside the Company and through means other than a breach of this Agreement.

(ii) Participant agrees that Participant will not for himself or herself or for any other person or entity, directly or indirectly, without the prior written consent of the Company, while employed by the Company and thereafter: (A) use Confidential Information for the benefit of any person or entity other than the Company or its affiliates; (B) remove, copy, duplicate or otherwise reproduce any document or tangible item embodying or pertaining to any of the Confidential Information, except as required to perform Participant's duties for the Company or its affiliates; or (C) while employed and thereafter, publish, release, disclose or deliver or otherwise make available to any third party any Confidential Information by any communication, including oral, documentary, electronic or magnetic information transmittal device or media. Upon Termination, Participant shall return all Confidential Information and all other property of the Company. This obligation of non-disclosure and non-use of information shall continue to exist for so long as such information remains Confidential Information.

(b) *Non-Competition.* During any period in which Participant is employed by the Company, and during a period of time after Participant's Termination (the "Restriction Period") which, unless otherwise limited by applicable state law, is (i) twenty-four (24) months for Executive Vice Presidents and the President & Chief Executive Officer, and (ii) the greater of the period of severance or twelve (12) months for all other Participants, Participant will not, without prior written consent of the Company, directly or through the direction or control of others, obtain a Competitive Position or perform a Restricted Activity in the Restricted Territory for a Competitor, as those terms are defined herein.

(i) Competitive Position means any employment or performance of services with a Competitor (A) the same as or similar to the services that Participant performed for the Company in the last twenty-four (24) months of Participant's employment with Company (the "Look Back Period"), or (B) in the performance of which Participant will likely use any Confidential Information of the Company.

(ii) Restricted Territory means any geographic area in which the Company does business and which Participant provided services in, had responsibility for, had a material presence or influence in, or had access to Confidential Information about, such business, within the Look Back Period.

(iii) Restricted Activity means any activity for which Participant had responsibility for the Company or about which Participant had Confidential Information within the Look Back Period.

(iv) Competitor means any entity or individual (other than the Company) engaged in any one or more of the following: management of network-based managed care plans and programs; administration of managed care services; provision of health insurance, long-term care insurance, dental, life, or disability insurance; administration of flexible spending accounts, COBRA continuation coverage, coordination of benefits, or subrogation services; or the provision, delivery, or administration of health benefit plans or health care services such as pharmacy benefits management (including Specialty pharmacy), value-based care delivery, behavioral health, palliative care, care for chronic and complex conditions, digital healthcare platforms, medical benefits management solutions, or health care research (including health economics and outcomes); or any other aspects of the business or products or services offered by the Company, as to which Participant had responsibilities or received Confidential Information about, during the Look Back Period.

(v) The restrictions contained in this subsection (b) shall not apply to attorneys who accept a Competitive Position that consists of practicing law.

(vi) If Participant receives an offer of a Competitive Position with a Competitor, as those terms are defined above, Participant shall notify the Company's Chief Human Resources Officer, via the contact information provided in the Summary, within five business days of receiving the offer and such notification shall include a detailed description of the job responsibilities and the identity of the Competitor. The description must be specific enough for the Company to determine whether Participant's new opportunity constitutes a violation of the Agreement.

(c) *Non-Solicitation of Customers.* During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, consultant, independent contractor, owner, agent, or in any other capacity, directly or through the direction or control of others, for a Competitor of the Company as defined in subsection (b) above:

(i) Solicit business from any client, account, or medical care provider of the Company that Participant had contact with, participated in contact with, had or shared responsibility for, or had access to Confidential Information about, during the Look Back Period; or

(ii) Solicit business from any client, account, or medical care provider that the Company pursued, and Participant had contact with, responsibility for, or knowledge of Confidential Information about, by reason of Participant's employment with the Company, during the Look Back Period.

For purposes of this paragraph (c), an individual policyholder in a plan maintained by the Company or by a client or account of the Company under which individual policies are issued, or a certificate holder in such plan under which group policies are issued, shall not be considered a client or account subject to this restriction solely by reason of being such a policyholder or certificate holder.

(d) *Non-Solicitation of Employees.* During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, independent contractor, owner, agent, or in any other capacity,

directly or indirectly, solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire, for any non-Company entity:

(i) Any officer or employee of the Company whom the Participant knows to have access to or possession of Confidential Information that would give an unfair advantage to a Competitor;

(ii) Any officer or employee of the Company who, on or at any time during the six (6) months immediately preceding the date of such solicitation or hire, held the position of Director or above with the Company;

(iii) Any officer or employee of the Company to whom Participant reported, or who reported to Participant, on or at any time during the six (6) months immediately preceding the dates of such solicitation or hire; or

(iv) Any person who is or was an officer or employee of the Company during the six (6) months immediately preceding the date of such solicitation or hire, or whom the Participant was involved in recruiting while the Participant was employed by the Company.

(e) *Non-Disparagement.* Subject to the limitations in Section 7(f) below, Participant agrees that he/she will not, nor will he/she cause or assist any other person to, make any statement to a third party or take any action which is intended to or would reasonably have the effect of disparaging or harming the Company or the business reputation of the Company's directors, employees, officers, or managers, or make any verbal or written statement to any media outlet regarding the Company.

(f) *Agreement Limitations*. Nothing in this Agreement prohibits Participant from (i) disclosing Workplace Conduct or the existence of a settlement involving Workplace Conduct that concerns conduct that Participant reasonably believes under state, federal, or common law to be illegal harassment, illegal retaliation, a wage & hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy; (ii) disclosing Workplace Conduct that Participant has reason to believe is otherwise unlawful; or (iii) reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of any federal, state, or local law or regulation. "Workplace Conduct" means conduct occurring in the workplace, at work-related events coordinated by or through the Company, or between Employees, or between the Company and any Employee, off the workplace premises. Participant does not need the prior authorization of the Company to make any such reports or disclosures and Participant is not required to notify the Company that Participant has made such reports or disclosures. Disclosures protected by this Section may include a disclosure of trade secret information provided that it must comply with the restrictions in the Defend Trade Secrets Act of 2016 (DTSA). The DTSA provides that no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (ii) is made in a complaint or other document if such filing is under seal so that it is not made public. Also, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. If Participant is covered by Section 7 of the National Labor Relations Act (NLRA) because Participant is not in a supervisor or management role, nothing in this Agreement shall prohibit Participant from using information Participant acquires regarding the wages, benefits, or other terms and conditions of employment at the Company for any purpose protected under the NLRA.

(g) *Assignment of Intellectual Property.* Participant agrees that he or she is expected to use his or her inventive and creative capacities for the benefit of the Company and to contribute, where possible, to the Company's intellectual property in the ordinary course of employment.

(i) “Inventions” mean any inventions, discoveries, improvements, designs, processes, machines, products, innovations, business methods or systems, know how, ideas or concepts, and related technologies or methodologies, whether or not shown or described in writing or reduced to practice and whether patentable or not. “Works” mean original works of authorship, including, but not limited to: literary works (including all written material), mask works, computer programs, formulas, tests, notes, data compilations, databases, artistic and graphic works (including designs, graphs, drawings, blueprints, and other works), recordings, models, photographs, slides, motion pictures, and audio visual works; whether copyrightable or not, and regardless of the form or manner in which documented or recorded. “Trademarks” mean any trademarks, service marks, trade dress or names, symbols, special wording, or devices used to identify a business or its business activities whether subject to trademark protection or not. The foregoing terms are collectively referred to herein as “Intellectual Property.”

(ii) Participant assigns to the Company or its nominee Participant’s entire right, title and interest in and to all Inventions that are made, conceived, or reduced to practice by Participant, alone or jointly with others, during Participant’s employment with the Company (whether during working hours or not) that: (A) relate to the Company’s business or the Company’s actual or anticipated research or development; (B) involve the use or assistance of any tools, time, material, personnel, information, or facility of the Company; or (C) result from or relate to any work, services, or duties undertaken by Participant for the Company.

(iii) Participant recognizes that all Works and Trademarks conceived, created, or reduced to practice by Participant, alone or jointly with others, during Participant’s employment shall to the fullest extent permissible by law be considered the Company’s sole and exclusive property and “works made for hire” as defined in the U.S. Copyright Laws for purposes of United States law and the law of any other country adhering to the “works made for hire” or similar notion or doctrine, and will be considered the Company’s property from the moment of creation or conception forward for all purposes without the need for any further action or agreement by Participant or the Company. If any such Works, Trademarks, or portions thereof shall not be legally qualified as a works made for hire in the United States or elsewhere or shall subsequently be held to not be a work made for hire or not the exclusive property of the Company, Participant hereby assigns to the Company all of Participant’s rights, title, and interest, past, present, and future, to such Works or Trademarks. Participant will not engage in any unauthorized publication or use of such Company Works or Trademarks, nor will Participant use same to compete with or otherwise cause damage to the business interests of the Company.

(iv) It is the purpose and intent of this Section 7(g) to convey to the Company all of the rights (inclusive of moral rights) and interests of every kind, that Participant may hold in Inventions, Works, Trademarks, and other intellectual property that are covered by clauses (g)(i) through (g)(iii) above (“Company Intellectual Property”), past, present, and future; and Participant waives any right that Participant may have to assert moral rights or other claims contrary to the foregoing understanding. It is understood that this means that in addition to the original work product (be it invention, plan, idea, know how, concept, development, discovery, process, method, or any other legally recognized item that can be legally owned), the Company exclusively owns all rights in any and all derivative works, copies, improvements, patents, registrations, claims, or other embodiments of ownership or control arising or resulting from an item of assigned Company Intellectual Property everywhere such may arise throughout the world. The decision whether or not to commercialize or market any Company Intellectual Property is within the Company's sole discretion and for the Company’s sole benefit and no royalty will be due to Participant as a result of the Company's efforts to commercialize or market any such invention. In the event that there is any Invention, Work, Trademark, or other form of intellectual property that is incorporated into any product or service of the Company that Participant retains any ownership of or rights in despite the assignments created by this Agreement, then Participant hereby grants to the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives. All assignments of rights provided for in this Agreement are understood to be fully completed and immediately effective and enforceable assignments by Participant of all intellectual property rights in Company Intellectual Property. When requested to do so by the Company, either during or subsequent to employment with the Company, Participant will (A) execute all documents requested by the Company to affirm or effect the vesting in the Company of the entire right, title and interest in and to the Company Intellectual Property at issue, and all patent, trademark, and/or copyright applications filed or issuing on such property; (B) execute all documents requested by the Company for filing and obtaining of patents, trademarks and/or copyrights; and (C) provide assistance that the Company reasonably requires to protect its right, title and interest in

the Company Intellectual Property, including, but not limited to, providing declarations and testifying in administrative and legal proceedings with regard to Company Intellectual Property.

(v) Power of Attorney: Participant hereby irrevocably appoints the Company as his or her agent and attorney in fact to execute any documents and take any action necessary for applications, registrations, or similar measures needed to secure the issuance of letters patent, copyright or trademark registration, or other legal establishment of the Company's ownership and control rights in Company Intellectual Property in the event that Participant's signature or other action is necessary and cannot be secured due to Participant's physical or mental incapacity or for any other reason.

(vi) Participant will make and maintain, and not destroy, notes and other records related to the conception, creation, discovery, and other development of Company Intellectual Property. These records shall be considered the exclusive property of the Company and are covered by clauses (g)(i) through (g)(v) above. During employment and for a period of one (1) year thereafter, Participant will promptly disclose to the Company (without revealing the trade secrets of any third party) any Intellectual Property that Participant creates, conceives, or contributes to, alone or with others, that involve, result from, relate to, or may reasonably be anticipated to have some relationship to the line of business the Company is engaged in or its actual or anticipated research or development activity.

(vii) Participant will not claim rights in, or control over, any Invention, Work, or Trademark as something excluded from Section 7(g) because it was conceived or created prior to being employed by the Company (a "Prior Work") unless such item is identified in reasonable detail in a separate writing, signed by Participant and sent to stock.admin@elevancehealth.com on or before the date Participant accepts this Agreement. Participant will not incorporate any such Prior Work into any work or product of the Company without prior written authorization from the Company to do so; and, if such incorporation does occur, Participant grants the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives.

(viii) The assignment provisions in this Section 7(g) are limited to only those inventions that lawfully can be assigned by an employee to an employer. Some examples of state laws limiting the scope of assignable inventions are Delaware Code Title 19 Section 805; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; North Carolina General Statutes Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-l through 34-39-3, "Employment Inventions Act"; and Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140. NOTICE: By accepting this Agreement, Participant acknowledges that to the extent one of the foregoing laws applies, Participant's assignment pursuant to this Section 7(g) will not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Participant's own time, unless: (A) the invention relates directly to the business of the Company or to the Company's actual or anticipated research or development; or (B) the invention results from any work performed by Participant for the Company. Similarly, to the extent California Labor Code Section 2870 or Illinois 765ILCS1060/1-3 "Participants Patent Act" controls, then the notice in the preceding sentence applies, absent the word "directly" in clause (A).

8. Return of Consideration.

(a) If at any time Participant breaches any provision of this Agreement, then:

(i) All unexercised stock options under any Designated Plan (defined below) whether or not otherwise vested shall cease to be exercisable and shall immediately terminate;

(ii) Participant shall forfeit any outstanding restricted stock, restricted stock unit, or other outstanding equity award made under any Designated Plan and not otherwise vested on the date of breach; and

(iii) Participant shall pay to the Company (A) for each share of common stock of the Company ("Common Share") acquired on exercise of an option under a Designated Plan within the 24

months prior to such breach, the excess of the fair market value of a Common Share on the date of exercise over the exercise price, and (B) for each share of restricted stock, restricted stock unit and/or performance stock unit that became vested under any Designated Plan within the 24 months prior to such breach, the fair market value (on the date of vesting) of a Common Share.

Any amount to be repaid pursuant to this Section 8 shall be held by Participant in constructive trust for the benefit of the Company and shall, upon written notice from the Company, within 10 days of such notice, be paid by Participant to the Company. Any amount described in clauses (i) and (ii) that Participant forfeits as a result of a breach of the provisions of Section 7 shall not reduce any money damages that would be payable to the Company as compensation for such breach and shall not reduce or alter the Company's ability to recover payment of severance based on Participant's breach of a restrictive covenant in any severance plan or arrangement between the Company and Participant.

(b) The amount to be repaid pursuant to this Section shall be determined on a gross basis, without reduction for any taxes incurred or withheld, as of the date of the realization event, and without regard to any subsequent change in the fair market value of a Common Share. The Company shall have the right to offset such amount against any amounts otherwise owed to Participant by the Company (whether as wages, vacation pay, or pursuant to any benefit plan or other compensatory arrangement other than any amount pursuant to any nonqualified deferred compensation plan under Section 409A of the Code).

(c) For purposes of this Section 8, a "Designated Plan" is each stock option, restricted stock, or other equity compensation or long-term incentive compensation plan under which Participant has received equity awards from the Company.

(d) The return of consideration under this Section 8 is meant to reimburse the Company for some of the harm caused by Participant's wrongful conduct; however, it is not a full measure of the damage caused by Participant's conduct and does not preclude the Company from seeking the recovery of any and all damages caused by Participant and injunctive relief.

9. Equitable Relief, Remedies, Reformation, Assignment, Jury Trial Waiver, and Miscellaneous

(a) Participant acknowledges that each provision of Sections 7 and 8 of this Agreement is reasonable and necessary to preserve the legitimate business interests of the Company, its present and potential business activities and the economic benefits derived therefrom; that they will not prevent him or her from earning a livelihood in Participant's chosen business and are not an undue restraint on the trade of Participant, or any of the public interests which may be involved.

(b) Participant agrees that beyond the amounts otherwise to be provided under Section 8 this Agreement, the Company will be damaged by a violation of the terms of this Agreement and the amount of such damage may be difficult to measure. Participant agrees that if Participant commits or threatens to commit a breach of any of the covenants and agreements contained in Section 7 then, to the extent permitted by applicable law, the Company shall have the right to seek and obtain all appropriate injunctive and other equitable remedies, without posting bond therefor, except as required by law, in addition to any other rights and remedies that may be available at law or under this Agreement, it being acknowledged and agreed that any such breach would cause irreparable injury to the Company and that money damages would not provide an adequate remedy. Tolling: Further, if Participant violates Section 7 hereof Participant agrees that the period of violation shall be added to the period in which Participant's activities are restricted.

(c) The parties agree that the covenants contained herein are severable. If an arbitrator or court shall hold that the duration, scope, area, or activity restrictions stated herein are unreasonable under circumstances then existing, or under applicable state law, the arbitrator or court shall reform or modify the restrictions or enforce the restrictions to such lesser extent as is allowed by law.

(d) EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(e) In the event of a breach of this Agreement, the prevailing party shall be entitled to the recovery of its reasonable attorneys' fees and expenses (including not only costs of court, but also expert fees, travel expenses, and other expenses incurred), and any other legal or equitable relief allowed by law.

(f) Nothing in this Agreement limits or reduces any common law or statutory duty Participant owes to the Company, nor does this Agreement limit or eliminate any remedies available to the Company for a violation of such duties. This Agreement will survive the expiration or termination of Participant's employment with the Company and/or any assignee pursuant to Section 9(g) and shall, likewise, continue to apply and be valid notwithstanding any change in Participant's duties, responsibilities, position, or title. Nothing in this Agreement creates a contract for term employment or limits either party's right to end the employment relationship between them.

(g) This Agreement, including the restrictions on Participant's activities set forth herein, also applies to any parent, subsidiary, affiliate, successor and assign of the Company to which Participant provides services or about which Participant receives Confidential Information. The Company shall have the right to assign this Agreement at its sole election without the need for further notice to or consent by Participant.

(h) This instrument and the Plan contain the entire agreement between the Parties with respect to the subject matter hereof (the grant contemplated by this Agreement). All representations, promises, and prior or contemporaneous understandings regarding this grant are merged into, and expressed in this instrument. If Participant is subject to a prior agreement (including any prior equity award agreement) with the Company containing confidentiality, non-solicitation, noncompetition and/or invention assignment provisions, then by accepting this agreement, Participant acknowledges and agrees that the confidentiality, non-solicitation, noncompetition, and/or invention assignment provisions of this Agreement (including but not limited to those set forth in Sections 7, 8, and 9 and Appendix A) shall supersede those in any such prior agreements and shall apply thereunder as if fully set forth therein. The preceding sentence shall not apply to supersede or otherwise invalidate any legally enforceable restrictive covenant of a longer duration than set forth herein, if such covenant was entered into in connection with the sale of a business. This Agreement shall not be amended, modified, or supplemented without the written agreement of the Parties at the time of such amendment, modification, or supplement and must be signed by an officer of the Company (unless such amendment, modification, or supplementation is by order of a court or arbitrator). The headings herein are for convenience only and shall not affect the terms of the Agreement.

10. Survival of Provisions. The obligations contained in this Agreement shall survive the Termination of Participant's employment with the Company and shall be fully enforceable thereafter.

11. Cooperation. Upon the receipt of reasonable notice from the Company (including from outside counsel to the Company), Participant agrees that while employed by the Company and for two years (or, if longer, for so long as any claim referred to in this Section remains pending) after Participant's Termination, Participant will respond and provide information with regard to matters in which Participant has knowledge as a result of Participant's employment with the Company, and will provide reasonable assistance to the Company, its Affiliates and their respective representatives in defense of any claims that may be made against the Company or any Affiliate, and will assist the Company and any Affiliate in the prosecution of any claims that may be made by the Company or any Affiliate, to the extent that such claims may relate to the period of Participant's employment with the Company (or any predecessor); provided, that with respect to periods after Participant's Termination, the Company shall reimburse Participant for any out-of-pocket expenses incurred in providing such assistance and if Participant is required to provide more than ten (10) hours of assistance per week after his/her Termination then the Company shall pay Participant a reasonable amount of money for his/her services at a rate agreed to between the Company and Participant; and provided further that after Participant's Termination such assistance shall not unreasonably interfere with Participant's business or personal obligations. Participant agrees to promptly inform the Company if Participant becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company or any Affiliate. Participant also agrees to promptly inform the Company (to the extent Participant is

legally permitted to do so) if Participant is asked to assist in any investigation of the Company or any Affiliate (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or any Affiliate with respect to such investigation and shall not do so unless legally required. Provided, however, that Participant is not required to inform the Company of any investigation by a governmental agency or entity resulting from the reporting of possible violations of federal securities law or regulation to any governmental agency or entity, and Participant may participate in such investigation, without informing the Company.

12. No Right to Continued Employment. Neither the Options nor any terms contained in this Agreement shall confer upon Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, nor restrict in any way the right of the Company, which right is hereby expressly reserved, to terminate Participant's employment or service at any time for any reason, subject to applicable law. Participant acknowledges and agrees that any right to exercise the Option lapse is earned only by continuing as an Employee of the Company or an Affiliate or satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired, being granted the Option, or acquiring Shares hereunder.

13. The Plan. This Agreement is subject to all the terms, provisions, and conditions of the Plan, which are incorporated herein by reference, and to such regulations as may from time to time be adopted by the Committee. Unless defined herein, capitalized terms are as defined in the Plan. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's HR intranet. A paper copy of the Plan and the prospectus shall be provided to Participant upon Participant's written request to the Company at Elevance Health, Inc., 220 Virginia Avenue, Indianapolis, Indiana 46204, Attention: Corporate Secretary, Shareholder Services Department.

14. Compliance with Laws and Regulations.

(a) The Option and the obligation of the Company to sell and deliver Shares hereunder shall be subject in all respects to (i) all applicable Federal and state laws, rules, and regulations and (ii) any registration, qualification, approvals, or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Option may not be exercised if its exercise, or the receipt of Shares pursuant thereto, would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or Federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) The Shares received upon the exercise of the Option shall have been registered under the Securities Act of 1933 ("Securities Act"). If Participant is an "affiliate" of the Company, as that term is defined in Rule 144 under the Securities Act ("Rule 144"), Participant may not sell the Shares received except in compliance with Rule 144. Certificates representing Shares issued to an "affiliate" of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with Federal and state securities laws.

(c) If at the time of exercise of all or part of the Option, the Shares are not registered under the Securities Act, and/or there is no current prospectus in effect under the Securities Act with respect to the Shares, Participant shall execute, prior to the delivery of any Shares to Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which Participant represents and warrants that Participant is purchasing or acquiring the shares acquired under this Agreement for Participant's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold, or (ii) a specific exemption from the

registration requirements of the Securities Act, but in claiming such exemption Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

15. Notices. All notices by Participant or Participant's assignees shall be addressed to Elevance Health, Inc., 220 Virginia Avenue, Indianapolis, Indiana 46204, Attention: Stock Administration, or such other address as the Company may from time to time specify. All notices to Participant shall be addressed to Participant at Participant's address in the Company's records.

16. Other Plans. Participant acknowledges that any income derived from the exercise of the Option shall not affect Participant's participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

17. Recoupment Policy for Incentive Compensation. The Company's Recoupment Policy for Incentive Compensation, as may be amended from time to time, shall apply to the Option, any Shares acquired upon exercise of the Option and any profits realized from the sale of such Shares to the extent that Participant is covered by such policy. If Participant is covered by such policy, the policy may apply to recoup the Option, any Shares acquired upon exercise of the Option or profits realized from the sale of Shares previously covered by the Option either before, on or after the date on which Participant becomes subject to such policy.

ELEVANCE HEALTH, INC.

By: _____
Printed: Ramiro G. Peru
Its: Chair, Compensation and Talent Committee of the Board of Directors

APPENDIX A

Alabama:
If Alabama law is deemed to apply, then the following applies to Participant: (a) Section 7(d) is rewritten as follows: "While employed and for a period of twelve (12) months from Termination, Participant will not participate in soliciting any Covered Employee of the Company who is in a Sensitive Position to leave the employment of the Company on behalf of (or for the benefit of) a Competitor nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a "Covered Employee" is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding which Participant received Confidential Information during the Look Back Period. An Employee in a "Sensitive Position" refers to an Employee who is uniquely essential to the management, organization, or service of the business;" and (b) Section 7(c) is limited to prohibiting the solicitation of persons or entities who have a current business relationship with the Company.

Arizona:
If Arizona law is deemed to apply, then the following applies to Participant: (a) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; and (b) the restrictions in Section 7(c) shall be limited to the Restricted Territory.

Arkansas, Connecticut, Montana, and South Carolina:
If Arkansas, Connecticut, Montana, or South Carolina law is deemed to apply, then the following applies to Participant: Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

California:
If California law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; (b) the Employee non-solicitation restrictions in Section 7(d) shall not apply; and (c) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law). The preceding sentence supersedes any contradictory provision in any prior agreements between Participant and the Company regarding noncompetition or non-solicitation.

Colorado:
If Colorado law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(b) is aided by Participant's use or disclosure of the Company's trade secrets.

(b) Section 7(c) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than sixty percent (60%) of the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(c) is aided by Participant's use or disclosure of the Company's trade secrets.

(c) Section 7(d) shall not apply.

(d) "Annualized Cash Compensation" means: (1) the amount of gross salary or wage amount, the fee amount, or other compensation amount for the full year, if the worker was employed or engaged for a full year; or (2) the compensation that the worker would have earned, based on the worker's gross salary or wage amount, fee, or other compensation if the worker was not employed or engaged for a full year. In determining whether a worker's cash compensation exceeds the threshold amount, where the worker has been employed for less than a calendar year, the

worker's cash compensation exceeds the threshold amount if the worker would reasonably expect to earn more than the threshold amount during a calendar year of employment.

(e) "Threshold Amount for Highly Compensated Workers" means the greater of the threshold amount for highly compensated workers as determined by the Division of Labor Standards and Statistics in the Department of Labor and Employment, as of August 10, 2022 or the date Participant accepts this Agreement.

(f) Nothing contained in this Agreement shall be construed to prohibit Participant from disclosing information that: (1) arises from Participant's general training, knowledge, skill, or experience, whether gained on the job or otherwise; (2) is readily ascertainable to the public; or (3) a worker otherwise has a right to disclose as legally protected conduct.

(g) Participant acknowledges that Participant received notice of this Agreement (including, but not limited to, the provisions of Section 7: (1) before Participant accepted the Company's offer of employment (if Participant is a new hire); or (2) at least fourteen (14) days before the earlier of (I) Participant's acceptance of this Agreement, or (II) the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the covenants in Section 7.

Georgia:
If Participant resides in Georgia and is subject to Georgia law, then Section 7(d) shall be limited to targeting for solicitation or hire Employees who are located within the Restricted Territory.

Illinois:
If Participant resides in Illinois and is subject to Illinois law, then:

(a) The provisions of Section 7(c) shall apply only if Participant's Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(b) The provisions of Section 7(d) shall apply only if Participant's Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(c) The provisions of Section 7(b) shall apply only if Participant's Earnings, as defined by the Illinois Freedom to Work Act, exceed $75,000 per year in 2022-2026, $80,000 per year in 2027-2031, $85,000 per year in 2032-2036, and $90,000 beginning on January 1, 2037;

d) The provisions of Section 7(b) shall not apply if Participant is covered by a collective bargaining agreement under the Illinois Public Relations Act;

(e) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret;

(f) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so; and

(g) If Participant is a new hire, Participant acknowledges that Participant has been provided a copy of this Agreement at least 14 calendar days before the commencement of employment. If Participant is an existing Employee, Participant acknowledges that Participant has been given at least 14 calendar days to review this Agreement.

Indiana:
If Participant resides in Indiana and is subject to Indiana law, then the restrictions on Participant under Section 7(d) shall apply only with respect to soliciting, hiring, attempting to solicit or hire, or participating in any attempt to solicit or hire individuals who themselves had access to Confidential Information in the prior six months.

Louisiana:
If Louisiana law is deemed to apply, then the following applies to Participant: (a) the "Restricted Territory" defined in Section 7 of the Agreement is understood to cover the following parishes in Louisiana and all counties outside

Louisiana where Participant had responsibilities for the Company: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, DeSoto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, LaSalle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, Winn; and (b) the restrictions in Section 7(c) (as well as Section 7(b)) shall be limited to the foregoing parishes and counties.

Maine:
If Maine law is deemed to apply, then the following applies to Participant: (a) Participant acknowledges that if Participant is a new hire Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company and was given at least three business days to consider the Agreement before signing; (b) Section 7(b) will not take effect until one year of employment or a period of six months from the date the agreement is signed, whichever is later; and (c) Section 7(b) shall not apply if Participant earns at or below 400% of the federal poverty level.

Maryland:
If Maryland law is deemed to apply, then the following applies to Participant: Section 7(b) shall not apply if Participant earns equal to or less than $15/hour or $31,200 annually.

Massachusetts:
If Participant resides or works in Massachusetts for at least the thirty days preceding Participant's Termination, then the Company will notify Participant within ten (10) business days of Participant's Termination whether the Company decides to waive Section 7(b) or make these provisions enforceable by paying Participant garden leave as provided by the Massachusetts Noncompetition Agreement Act, G.L. c. 149, S. 24L. In addition, if Massachusetts law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) will not apply if Participant's employment is terminated without "cause" or if Participant is terminated as part of a reduction in force. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, "cause" to terminate Participant's employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of Participant's position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant's duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community;

(b) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so;

(c) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Participant's Termination (as well as while Participant is employed by the Company); however, if Participant breaches Section 7(b) of this Agreement, and also breaches Participant's fiduciary duty to the Company and/or has unlawfully taken, physically or electronically, any Company records, then such Restricted Period shall be extended to a period of two (2) years from Termination;

(d) Participant acknowledges that (i) if Participant is being initially hired by the Company, that Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company or at least ten (10) business days before commencement of Participant's employment by the Company, whichever came first; or (ii) if Participant was already employed by the Company at the time of signing this Agreement, that Participant was provided a copy hereof at least ten (10) business days before the effective date of this Agreement;

(e) the tolling language Section 10(b) shall only apply to any breach of Section 7(c) and (d) (i.e., the tolling language shall not apply to Section 7(b)); and

(f) Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; 18 years or younger; or an undergraduate or graduate student in an internship or other short-term employment relationship while enrolled in college or graduate school.

Minnesota:
If Minnesota law is deemed to apply, then the restrictions in Section 7(b) shall be limited to situations in which Participant is aided in his or her conduct by the use or disclosure of Confidential Information.

Nebraska:
If Nebraska law is deemed to apply, then the following applies to Participant: (a) Section 7(c) is limited to the solicitation of persons or entities with which Participant did business and had personal business-related contact during the Look Back Period; and (b) Section 7(b) is limited to restricting Participant from working for a Company client or account with whom the Participant did business and had personal business-related contact during the Look Back Period.

Nevada:
If Nevada law is deemed to apply, then the following applies to Participant: (a) Section 7 does not preclude Participant from providing services to any former client or customer of the Company if: (1) Participant did not solicit the former customer or client; (2) the customer or client voluntarily chose to leave and seek services from Participant; and (3) Participant is otherwise complying with the limitations in this Agreement as to time and scope of activity to be restrained; and (b) Section 7(b) does not apply if Participant is paid solely an hourly wage, exclusive of tips or gratuities.

New Hampshire:
If New Hampshire law is deemed to apply, then the following applies to Participant: (a) Section 7(b) does not apply if Participant earns an hourly rate less than or equal to 200 percent of the federal minimum wage; and (b) Participant acknowledges that Participant was given a copy of this Agreement prior to a change in job classification or the offer of employment.

New York:
If New York law is deemed to apply, then the following applies to Participant: Section 7(c) shall be modified to exclude those clients or customers who became a client or customer of the Company as a result of Participant's independent contact and business development efforts with the customer or client prior to and independent from his/her employment with the Company.

North Carolina:
If North Carolina law is deemed to apply, then the following applies to Participant: (a) the Look Back Period shall be calculated looking back twenty-four (24) months from the date of enforcement and not from the date Participant's employment ends; and (b) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

North Dakota:
If North Dakota law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; and (b) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law).

Oklahoma:
If Oklahoma law is deemed to apply, then the following applies to Participant: (i) Section 7(c) is limited to preclude only the direct solicitation of established customers of the Company for the purpose of doing any business that would compete with the Company's business; and (ii) the noncompetition restrictions in Section 7(b) shall not apply.

Oregon:
If Oregon law is deemed to apply, then the following applies to Participant: the restrictions in Section 7(b) shall apply only if: (a) Participant is engaged in administrative, executive or professional work and performs predominantly intellectual, managerial, or creative tasks, exercises discretion and independent judgment and earns a salary or is otherwise exempt from Oregon's minimum wage and overtime laws; (b) the Company has a "protectable interest" (meaning, access to trade secrets or competitively sensitive confidential business or professional information); and (c) the total amount of Participant's annual gross salary and commission, calculated on an annual basis, at the time of Participant's Termination, exceeds $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. However, if Participant does not meet requirements of either (a) or (c) (or both), the Company may, on a case-by-case basis, decide to make Section 7(b) enforceable as to Participant (as allowed by Oregon law), by agreeing in writing to pay Participant, during the period of time Participant is restrained from competing, the greater of: (i) compensation equal to at least 50 percent of Participant's annual gross base salary and commissions at the time of Termination; or (ii) fifty percent of $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. If Participant is an existing Employee, Participant acknowledges that this Agreement was entered into upon a subsequent bona fide advancement of Participant by the Company; namely the Company is conferring upon Participant equity awards that, if accepted by Participant, will supplement Participant's compensation.

Puerto Rico:
If Puerto Rico law is deemed to apply, then the following applies to Participant: (a) the Restricted Period and the Look Back Period in Section 7 shall be, in each case, only a period of twelve (12) months; (b) the Restricted Territory shall be limited to the territory of Puerto Rico; (c) the customer restriction in Section 7(c) shall be limited to clients, accounts, and medical care providers that were personally serviced by Participant during the Look Back Period and had an active business relationship with the Company within the last thirty (30) days prior to Participant's Termination; and (d) the tolling provision in Section 10(b) shall not apply.

Rhode Island:
If Rhode Island law is deemed to apply, then Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; an undergraduate or graduate student in an internship or short-term employment relationship; 18 years of age or younger; or a low wage Participant (defined as earning less than 250% of the federal poverty level).

Utah:
If Utah law is deemed to apply, then the following applies to Participant: (a) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Termination (as well as while Participant is employed by the Company).

Virginia:
If Virginia law is deemed to apply, then the following applies to Participant: (a) Section 7(b)-(d) shall not apply if Participant is a "low wage Participant." A "low wage Participant" refers to a Participant whose average weekly earnings (calculated by dividing Participant's earnings during the period of 52 weeks immediately preceding Termination by 52, or if Participant worked fewer than 52 weeks, by the number of weeks that Participant was actually paid during the 52-week period) are less than the average weekly wage of the Commonwealth of Virginia as determined pursuant to subsection B of Virginia Code § 65.2-500. "Low-wage Participant" includes interns, students, apprentices, or trainees employed, with or without pay, at a trade or occupation in order to gain work or educational experience. "Low-wage Participant" also includes an individual who has independently contracted with another person to perform services independent of an employment relationship and who is compensated for such services by such person at an hourly rate that is less than the median hourly wage for the Commonwealth of Virginia for all occupations as reported, for the preceding year, by the Bureau of Labor Statistics of the U.S. Department of Labor. However, "low-wage Participant" does not include any Participant whose earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses paid to Participant by the Company; (b) Section

7 does not preclude Participant from providing services to any client or customer of the Company if Participant did not initiate contact with or solicit the former customer or client; and (c) Participant's nondisclosure obligation in Section 7(a) shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

Washington (state):

If Participant resides in Washington at the time this Agreement is entered, Participant acknowledges that Participant was given at least ten (10) business days to consider this Agreement before accepting it.

In addition, if Washington law controls, then for so long as Washington law controls, the Agreement will be modified and applied as follows:

(a) Section 7(b) shall apply following Termination only if Participant's annualized earnings from the Company exceed $100,000.00 per year (adjusted annually in accordance with Section 5 of Washington HP 1450), and Section 7(b) shall apply during employment only if Participant earns at least twice the Washington minimum hourly wage (subject to the common law duty of loyalty and the Company's Code of Conduct);

(b) for purposes of the application of the non-competition provision in Section 7(b), Participant understands that the non-competition provision will not be enforced against Participant if Participant is terminated from employment without "cause" or if Participant is laid off, unless the Company pays Participant during the Restricted Period an amount equal to Participant's base salary at Termination less any compensation earned by Participant during the Restricted Period. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, "cause" to terminate Participant's employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of my position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant's duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community; and

(c) Participant further acknowledges that if Participant is a new Employee, Participant has had advance notice of the terms of this Agreement prior to accepting the Company's offer of employment.

Washington, D.C.

Participant acknowledges that Participant was given a copy of Washington, D.C., Council Bill 24-256 ("Bill 24-256") prior to or contemporaneously with accepting this Agreement.

If Participant is a "Covered Employee" as defined by Bill 24-256 and Participant is not a "Highly Compensated Employee," as defined by Bill 24-256, the following applies to Participant: (1) Section 7(b) shall not apply; (2) "Confidential Information" shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) Participant is precluded, during Participant's employment with the Company, from accepting money or a thing of value for performing work for a person other than the Company, where doing so can reasonably be concluded to result in (a) Participant's disclosure or use of Confidential Information or "Proprietary employer information," as defined by Bill 24-256; (b) a conflict with the Company's established rules regarding conflicts of interest, or (c) impairment of the Company's ability to comply with federal law, the law of the District of Columbia, or a contract or grant agreement.

If Participant is a "Covered Participant" as defined by Bill 24-256 and Participant is a "Highly Compensated Participant," as defined by Bill 24-256, the following applies to Participant: (1) Participant acknowledges that

Participant was given a copy of this Agreement at least 14 days before Participant commenced employment with the Company (if Participant is a new hire) or Participant was given a copy of this Agreement at least 14 days before Participant was required to accept this Agreement (if Participant is an existing Employee); (2) "Confidential Information" shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) the Restricted Period for purposes of the non-competition provision in Section 7(b) shall be limited to a period of twelve (12) months following Termination (and while Participant is employed by the Company); and (4) Participant is notified that The District of Columbia Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from "highly compensated employees" under certain conditions. The Company has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

Wisconsin:

If Wisconsin law is deemed to apply, then the following applies to Participant: (a) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; (b) the tolling provision in Section 10(b) shall not apply; and (c) Section 7(d) is rewritten as follows: "While employed and for a period of twelve (12) months following Termination, Participant will not participate in soliciting any "Covered Employee" of the Company that is in a "Sensitive Position" to leave the employment of the Company on behalf of (or for the benefit of) a Competitor; nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a "Covered Employee" is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding whom Participant received Confidential Information during the Look Back Period. A Participant in a "Sensitive Position" refers to an Employee who is in a management, supervisory, sales, research and development, or similar role where the Employee is provided Confidential Information or is involved in business dealings with the Company's clients."

Schedule A
Notice of Restricted Stock Unit Grant

Participant: [●]

Company: Elevance Health, Inc.

Notice: You have been granted the following award of restricted stock units of common stock of the Company in accordance with the terms of the Plan and the attached Restricted Stock Unit Award Agreement.

Plan: 2017 Elevance Health Incentive Compensation Plan

Grant:
Grant Date: [●]
Grant Number: [●]
Number of Restricted Stock Units: [●]

Period of Restriction: The Period of Restriction applicable to the number of your Restricted Stock Units listed in the "Shares" column below, and any related Dividend Equivalents, shall commence on the Grant Date and shall lapse on the date listed in the "Lapse Date" column below.

Shares	**Lapse Date**
[●]	[●]
[●]	[●]
[●]	[●]

In the event that a Change of Control (as defined in the Plan) occurs before your Termination (as defined in the Plan), your Restricted Stock Unit Grant will remain subject to the terms of this Agreement, unless the successor company does not assume the Restricted Stock Unit Grant. If the successor company does not assume the Restricted Stock Unit Grant, then the Period of Restriction shall immediately lapse upon a Change of Control and the Shares covered by the award shall be delivered as soon as practicable following the Change of Control, provided that in the event that the Restricted Stock Unit Grant is deferred compensation within the meaning of Code Section 409A, such Shares shall only be delivered upon the Change of Control if such Change of Control is a "change in control event" within the meaning of Code Section 409A and the delivery is made in accordance with Treasury Regulation 1-409A-3(j)(ix).

Acceptance: In order to accept your Restricted Stock Units, you must electronically accept this Agreement through the Company's broker at any time within ninety (90) days after the Grant Date. To effect your acceptance, please follow the instructions included with your grant materials. Acceptance of the Agreement includes acceptance of the terms and conditions of the Plan. If you do not timely and electronically accept this Agreement, this Agreement will be null and void at the end of the 90th day after the Grant Date and you will have no right or claim to the Restricted Stock Units described above.

Restricted Stock Unit Award Agreement

This Restricted Stock Unit Award Agreement (this "Agreement") dated as of the Grant Date (the "Grant Date") set forth in the Notice of Restricted Stock Unit Grant attached as Schedule A hereto (the "Grant Notice") is made between Elevance Health, Inc. (the "Company") and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement. The Company and Participant expressly agree and acknowledge that Participant's entry into this Agreement is not a condition of Participant's employment with the Company, and that Participant is not required to enter into this Agreement or accept Restricted Stock Units as a condition of Participant's employment with the Company or a Subsidiary or Affiliate. Capitalized terms not defined herein or in the Grant Notice are defined in the Plan.

1. Period of Restriction. The Period of Restriction with respect to the Restricted Stock Units shall be as set forth in the Grant Notice (the "Period of Restriction"). Participant acknowledges that prior to the expiration of the applicable portion of the Period of Restriction, the Restricted Stock Units may not be sold, transferred, pledged, assigned, encumbered, alienated, hypothecated, or otherwise disposed of (whether voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy)). Upon the expiration of the applicable portion of the Period of Restriction described in the attached Grant Notice, the restrictions set forth in this Agreement with respect to the Restricted Stock Units theretofore subject to such expired Period of Restriction shall lapse and the Shares covered by the related portion of the award shall be delivered as soon as practicable thereafter, except as may be provided in other sections of this Agreement.

2. Ownership. Upon expiration of the applicable portion of the Period of Restriction described in the attached Grant Notice, the Company shall transfer the Shares covered by the related portion of the award to Participant's account with the Company's captive broker.

3. Termination.

(a) *Retirement.* If Participant's Termination is due to Retirement (for purposes of this Agreement, defined as Participant's Termination after attaining age fifty-five (55) with at least ten (10) completed years of service or after attaining age sixty-five (65)), the restrictions upon the Restricted Stock Units shall continue to lapse throughout the Period of Restriction and the Shares covered by the related portion of the Restricted Stock Units shall continue to be delivered upon the applicable Lapse Date; *provided, however,* that if Participant's Termination due to Retirement is during the calendar year of the Grant Date, the Restricted Stock Units shall be forfeited on a pro-rata basis, measured by the number of completed full months in that calendar year during which Participant was employed by the Company or an Affiliate (*e.g.*, if Participant's Retirement occurs in September, 33.3% (or 4/12) of the Restricted Stock Units will be forfeited), and the Period of Restriction on the non-forfeited portion of the Restricted Stock Units shall continue to lapse throughout the Period of Restriction described in the attached Grant Notice and the Shares covered by the related portion of the Restricted Stock Units shall continue to be delivered upon the applicable Lapse Date.[1]

(b) *Death and Disability*. If Participant's Termination is due to death or Disability (for purposes of this Agreement, as defined in the applicable Elevance Health Long-Term Disability Plan), then the Period of Restriction shall immediately lapse, causing any restrictions which would otherwise remain on the Restricted Stock Units to immediately lapse, and the Shares covered by the Restricted Stock Units shall be delivered as soon as practicable thereafter.

(c) *Without Cause or for Good Reason.* Unless 3(a) is applicable, if Participant's Termination is by the Company or an Affiliate without Cause (for purposes of this Agreement, defined as a violation of "conduct" as such term is defined in the Elevance Health HR Corrective Action Policy and if Participant participates in the Elevance Health Executive Agreement Plan (the "Agreement Plan"), the Key Associate Agreement or the Key Sales Associate Agreement also as defined in that plan or agreement) and Participant is

[1] This retirement provision is deleted in non-annual retention grants.

receiving severance (or similar post-termination compensation in connection with a termination) under any severance plan of, or agreement with, the Company or an Affiliate and any portion of the Period of Restriction has not lapsed as of Participant's Termination, the Period of Restriction shall continue to lapse through the earlier of (A) the last day of the period for which Participant is receiving such severance/compensation or (B) the last Lapse Date in the schedule set forth in the Grant Notice. The foregoing shall also apply to a Participant who participates in the Agreement Plan and receives severance under the Agreement Plan for a termination by Participant for Good Reason (as defined in the Agreement Plan).

(d) *Other Terminations*. If Participant's Termination is (i) by the Company or an Affiliate for Cause even if on the date of such Termination Participant has met the definition of Retirement or Disability or (ii) by Participant for any reason other than death, Disability, Retirement, or Good Reason as described in Section 3(c), then all Restricted Stock Units for which the Period of Restriction had not lapsed prior to the date of such Termination shall be immediately forfeited.

(e) *Termination after Change of Control.* Notwithstanding any other provision of this Agreement, including Section 3(c), if after a Change of Control Participant's Termination is (i) by the Company or an Affiliate without Cause (for purposes of this Agreement, defined as a violation of "conduct" as such term is defined in the Elevance Health HR Corrective Action Policy and if Participant participates in the Agreement Plan, the Key Associate Agreement or the Key Sales Associate Agreement also as defined in that plan or agreement) or (ii) if Participant participates in the Agreement Plan, by Participant for Good Reason (as defined in the Agreement Plan), then the Period of Restriction on all Restricted Stock Units shall immediately lapse, causing any restrictions which would otherwise remain on the Restricted Stock Units to immediately lapse and the Shares covered by the Restricted Stock Units shall be delivered as soon as practicable thereafter. Notwithstanding any provision of this Agreement to the contrary, in the event that the restrictions on any Restricted Stock Units lapse under any provision of this Section 3 by reason of any Termination and such Termination occurs within the two year period following a Change of Control that is a "change in control event" within the meaning of Code Section 409A, the Shares subject to Participant's Restricted Stock Units shall be delivered to Participant upon such Termination.

4. Transferability of the Restricted Stock Units. Participant shall have the right to appoint any individual or legal entity in writing, in accordance with procedures established by the Company's broker, to receive any Restricted Stock Units (to the extent not previously terminated or forfeited) under this Agreement upon Participant's death, to the extent permitted by law. The effectiveness of any such designation, and any revocation or replacement thereof, shall be determined in accordance with procedures established by the Company's broker. If Participant dies without such designation, the Restricted Stock Units will become part of Participant's estate.

5. Dividend Equivalents. In the event the Company declares a dividend on Shares (as defined in the Plan), for each unvested Restricted Stock Unit on the dividend payment date, Participant shall be credited with a Dividend Equivalent, payable in cash, with a value equal to the value of the declared dividend. The Dividend Equivalents shall be subject to the same restrictions as the unvested Restricted Stock Units to which they relate. No interest or other earnings shall be credited on the Dividend Equivalents. Subject to continued employment with the Company and Affiliates in accordance with Section 3, the restrictions with respect to the Dividend Equivalents shall lapse at the same time and in the same proportion as the restrictions on the initial award of Restricted Stock Units. No additional Dividend Equivalents shall be accrued for Participant's benefit with respect to record dates occurring prior to the Grant Date, or with respect to record dates occurring on or after the date, if any, on which Participant has forfeited the Restricted Stock Units, or any Restricted Stock Units have been settled. If Participant is a "specified employee" within the meaning of Code Section 409A, payment of any Dividend Equivalents subject to Code Section 409A and payable upon a termination of employment shall be subject to a six-month delay. The Dividend Equivalents shall be subject to all such other provisions set forth herein and may be used to satisfy any or all obligations for the payment of any tax attributable to the Dividend Equivalents and/or Restricted Stock Units.

6. Taxes and Withholdings. Upon the expiration of the applicable portion of the Period of Restriction (and delivery of the underlying Shares), or as of which the value of any Restricted Stock Units first becomes includible in Participant's gross income for income tax purposes, Participant shall satisfy all obligations for

the payment of any tax attributable to the Restricted Stock Units. Participant shall notify the Company if Participant wishes to pay the Company in cash, check or with shares of Elevance Health common stock already owned for the satisfaction of any taxes of any kind required by law to be withheld with respect to such Restricted Stock Units. Any such election made by Participant must be irrevocable, made in writing, signed by Participant, and shall be subject to any restrictions or limitations that the Compensation and Talent Committee of the Board of Directors of the Company ("Committee"), in its sole discretion, deems appropriate. If Participant does not notify the Company in writing at least 14 days prior to the Lapse Date of the applicable portion of the Period of Restriction, the Committee is authorized to take any such other action as may be necessary or appropriate, as determined by the Committee, to satisfy all obligations for the payment of such taxes. Such other actions may include withholding the required amounts from other compensation payable to Participant, a sell-to-cover transaction or such other method determined by the Committee, in its discretion. Please refer to the Plan's prospectus for tax considerations by jurisdiction.

7. Restrictive Covenants. For purposes of Sections 7, 8, and 9 of this Agreement, Company shall mean Elevance Health, Inc. and its Subsidiaries and Affiliates. Participant acknowledges that Participant has the right to consult with counsel at Participant's sole expense. As a condition to receipt of the Restricted Stock Unit Grant made under this Agreement, which Participant and the Company agree is fair and reasonable consideration, Participant agrees as follows, subject to any applicable provisions of Appendix A:

(a) *Confidentiality.*

(i) Participant recognizes that the Company derives substantial economic value from information created and used in its business which is not generally known by the public, including, but not limited to, plans, designs, concepts, computer programs, formulae, and equations; product fulfillment and supplier information; customer and supplier lists, and confidential business practices of the Company and any of its customers, vendors, business partners or suppliers; profit margins and the prices and discounts the Company obtains or has obtained or at which it sells or has sold or plans to sell its products or services (except for public pricing lists); manufacturing, assembling, labor and sales plans and costs; business and marketing plans, ideas, or strategies; confidential financial performance and projections; employee compensation; employee staffing and recruiting plans and employee personal information; and other confidential concepts and ideas related to the Company's business (collectively, "Confidential Information"). Participant expressly acknowledges and agrees that by virtue of his/her employment with the Company, Participant will have access to and will use in the course of Participant's duties certain Confidential Information and that Confidential Information constitutes trade secrets and confidential and proprietary business information of the Company, all of which is the exclusive property of the Company. For purposes of this Agreement, Confidential Information includes, but is not limited to, information that constitutes a trade secret under applicable state or federal law. Confidential Information does not include information that Participant establishes by clear and convincing evidence is or may become known to Participant or to the public from sources outside the Company and through means other than a breach of this Agreement.

(ii) Participant agrees that Participant will not for himself or herself or for any other person or entity, directly or indirectly, without the prior written consent of the Company, while employed by the Company and thereafter: (A) use Confidential Information for the benefit of any person or entity other than the Company or its affiliates; (B) remove, copy, duplicate or otherwise reproduce any document or tangible item embodying or pertaining to any of the Confidential Information, except as required to perform Participant's duties for the Company or its affiliates; or (C) while employed and thereafter, publish, release, disclose or deliver or otherwise make available to any third party any Confidential Information by any communication, including oral, documentary, electronic or magnetic information transmittal device or media. Upon Termination, Participant shall return all Confidential Information and all other property of the Company. This obligation of non-disclosure and non-use of information shall continue to exist for so long as such information remains Confidential Information.

(b) *Non-Competition.* During any period in which Participant is employed by the Company, and during a period of time after Participant's Termination (the "Restriction Period") which, unless otherwise limited by applicable state law, is (i) twenty-four (24) months for Executive Vice Presidents and the President & Chief Executive Officer, and (ii) the greater of the period of severance or twelve (12) months for all

other Participants, Participant will not, without prior written consent of the Company, directly or through the direction or control of others, obtain a Competitive Position or perform a Restricted Activity in the Restricted Territory for a Competitor, as those terms are defined herein.

(i) Competitive Position means any employment or performance of services with a Competitor (A) the same as or similar to the services that Participant performed for the Company in the last twenty-four (24) months of Participant's employment with Company (the "Look Back Period"), or (B) in the performance of which Participant will likely use any Confidential Information of the Company.

(ii) Restricted Territory means any geographic area in which the Company does business and which Participant provided services in, had responsibility for, had a material presence or influence in, or had access to Confidential Information about, such business, within the Look Back Period.

(iii) Restricted Activity means any activity for which Participant had responsibility for the Company or about which Participant had Confidential Information within the Look Back Period.

(iv) Competitor means any entity or individual (other than the Company) engaged in any one or more of the following: management of network-based managed care plans and programs; administration of managed care services; provision of health insurance, long-term care insurance, dental, life, or disability insurance; administration of flexible spending accounts, COBRA continuation coverage, coordination of benefits, or subrogation services; or the provision, delivery, or administration of health benefit plans or health care services such as pharmacy benefits management (including Specialty pharmacy), value-based care delivery, behavioral health, palliative care, care for chronic and complex conditions, digital healthcare platforms, medical benefits management solutions, or health care research (including health economics and outcomes); or any other aspects of the business or products or services offered by the Company, as to which Participant had responsibilities or received Confidential Information about, during the Look Back Period.

(v) The restrictions contained in this subsection (b) shall not apply to attorneys who accept a Competitive Position that consists of practicing law.

(vi) If Participant receives an offer of a Competitive Position with a Competitor, as those terms are defined above, Participant shall notify the Company's Chief Human Resources Officer, via the contact information provided in the award brochure, within five business days of receiving the offer and such notification shall include a detailed description of the job responsibilities and the identity of the Competitor. The description must be specific enough for the Company to determine whether Participant's new opportunity constitutes a violation of the Agreement.

(c) *Non-Solicitation of Customers.* During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, consultant, independent contractor, owner, agent, or in any other capacity, directly or through the direction or control of others, for a Competitor of the Company as defined in subsection (b) above:

(i) Solicit business from any client, account, or medical care provider of the Company that Participant had contact with, participated in contact with, had or shared responsibility for, or had access to Confidential Information about, during the Look Back Period; or

(ii) solicit business from any client, account, or medical care provider that the Company pursued, and Participant had contact with, responsibility for, or knowledge of Confidential Information about, by reason of Participant's employment with the Company, during the Look Back Period.

For purposes of this paragraph (c), an individual policyholder in a plan maintained by the Company or by a client or account of the Company under which individual policies are issued, or a certificate holder in such plan under which group policies are issued, shall not be considered a client or account subject to this restriction solely by reason of being such a policyholder or certificate holder.

(d) *Non-Solicitation of Employees.* During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, independent contractor, owner, agent, or in any other capacity, directly or indirectly, solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire, for any non-Company entity:

(i) Any officer or employee of the Company whom Participant knows to have access to or possession of Confidential Information that would give an unfair advantage to a Competitor;

(ii) Any officer or employee of the Company who, on or at any time during the six (6) months immediately preceding the date of such solicitation or hire, held the position of Director or above with the Company;

(iii) Any officer or employee of the Company to whom Participant reported, or who reported to Participant, on or at any time during the six (6) months immediately preceding the dates of such solicitation or hire; or

(iv) Any person who is or was an officer or employee of the Company during the six (6) months immediately preceding the date of such solicitation or hire, or whom the Participant was involved in recruiting while the Participant was employed by the Company.

(e) *Non-Disparagement.* Subject to the limitations in Section 7(f) below, Participant agrees that he/she will not, nor will he/she cause or assist any other person to, make any statement to a third party or take any action which is intended to or would reasonably have the effect of disparaging or harming the Company or the business reputation of the Company's directors, employees, officers, or managers, or make any verbal or written statement to any media outlet regarding the Company.

(f) *Agreement Limitations*. Nothing in this Agreement prohibits Participant from (i) disclosing Workplace Conduct or the existence of a settlement involving Workplace Conduct that concerns conduct that Participant reasonably believes under state, federal, or common law to be illegal harassment, illegal retaliation, a wage & hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy; (ii) disclosing Workplace Conduct that Participant has reason to believe is otherwise unlawful; or (iii) reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of any federal, state, or local law or regulation. "Workplace Conduct" means conduct occurring in the workplace, at work-related events coordinated by or through the Company, or between Employees, or between the Company and any Employee, off the workplace premises. Participant does not need the prior authorization of the Company to make any such reports or disclosures and Participant is not required to notify the Company that Participant has made such reports or disclosures. Disclosures protected by this Section may include a disclosure of trade secret information provided that it must comply with the restrictions in the Defend Trade Secrets Act of 2016 (DTSA). The DTSA provides that no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (ii) is made in a complaint or other document if such filing is under seal so that it is not made public. Also, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. If Participant is covered by Section 7 of the National Labor Relations Act (NLRA) because Participant is not in a supervisor or management role, nothing in this Agreement shall prohibit Participant from using information Participant acquires regarding the wages, benefits, or other terms and conditions of employment at the Company for any purpose protected under the NLRA.

(g) *Assignment of Intellectual Property.* Participant agrees that he or she is expected to use his or her inventive and creative capacities for the benefit of the Company and to contribute, where possible, to the Company's intellectual property in the ordinary course of employment.

(i) "Inventions" mean any inventions, discoveries, improvements, designs, processes, machines, products, innovations, business methods or systems, know how, ideas or concepts, and related technologies or methodologies, whether or not shown or described in writing or reduced to practice and whether patentable or not. "Works" mean original works of authorship, including, but not limited to: literary works (including all written material), mask works, computer programs, formulas, tests, notes, data compilations, databases, artistic and graphic works (including designs, graphs, drawings, blueprints, and other works), recordings, models, photographs, slides, motion pictures, and audio visual works; whether copyrightable or not, and regardless of the form or manner in which documented or recorded. "Trademarks" mean any trademarks, service marks, trade dress or names, symbols, special wording, or devices used to identify a business or its business activities whether subject to trademark protection or not. The foregoing terms are collectively referred to herein as "Intellectual Property."

(ii) Participant assigns to the Company or its nominee Participant's entire right, title and interest in and to all Inventions that are made, conceived, or reduced to practice by Participant, alone or jointly with others, during Participant's employment with the Company (whether during working hours or not) that: (A) relate to the Company's business or the Company's actual or anticipated research or development; (B) involve the use or assistance of any tools, time, material, personnel, information, or facility of the Company; or (C) result from or relate to any work, services, or duties undertaken by Participant for the Company.

(iii) Participant recognizes that all Works and Trademarks conceived, created, or reduced to practice by Participant, alone or jointly with others, during Participant's employment shall to the fullest extent permissible by law be considered the Company's sole and exclusive property and "works made for hire" as defined in the U.S. Copyright Laws for purposes of United States law and the law of any other country adhering to the "works made for hire" or similar notion or doctrine, and will be considered the Company's property from the moment of creation or conception forward for all purposes without the need for any further action or agreement by Participant or the Company. If any such Works, Trademarks, or portions thereof shall not be legally qualified as a works made for hire in the United States or elsewhere or shall subsequently be held to not be a work made for hire or not the exclusive property of the Company, Participant hereby assigns to the Company all of Participant's rights, title, and interest, past, present, and future, to such Works or Trademarks. Participant will not engage in any unauthorized publication or use of such Company Works or Trademarks, nor will Participant use same to compete with or otherwise cause damage to the business interests of the Company.

(iv) It is the purpose and intent of this Section 7(g) to convey to the Company all of the rights (inclusive of moral rights) and interests of every kind, that Participant may hold in Inventions, Works, Trademarks, and other intellectual property that are covered by clauses (g)(i) through (g)(iii) above ("Company Intellectual Property"), past, present, and future; and Participant waives any right that Participant may have to assert moral rights or other claims contrary to the foregoing understanding. It is understood that this means that in addition to the original work product (be it invention, plan, idea, know how, concept, development, discovery, process, method, or any other legally recognized item that can be legally owned), the Company exclusively owns all rights in any and all derivative works, copies, improvements, patents, registrations, claims, or other embodiments of ownership or control arising or resulting from an item of assigned Company Intellectual Property everywhere such may arise throughout the world. The decision whether or not to commercialize or market any Company Intellectual Property is within the Company's sole discretion and for the Company's sole benefit and no royalty will be due to Participant as a result of the Company's efforts to commercialize or market any such invention. In the event that there is any Invention, Work, Trademark, or other form of intellectual property that is incorporated into any product or service of the Company that Participant retains any ownership of or rights in despite the assignments created by this Agreement, then Participant hereby grants to the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any

such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives. All assignments of rights provided for in this Agreement are understood to be fully completed and immediately effective and enforceable assignments by Participant of all intellectual property rights in Company Intellectual Property. When requested to do so by the Company, either during or subsequent to employment with the Company, Participant will (A) execute all documents requested by the Company to affirm or effect the vesting in the Company of the entire right, title and interest in and to the Company Intellectual Property at issue, and all patent, trademark, and/or copyright applications filed or issuing on such property; (B) execute all documents requested by the Company for filing and obtaining of patents, trademarks and/or copyrights; and (C) provide assistance that the Company reasonably requires to protect its right, title and interest in the Company Intellectual Property, including, but not limited to, providing declarations and testifying in administrative and legal proceedings with regard to Company Intellectual Property.

(v) Power of Attorney: Participant hereby irrevocably appoints the Company as his or her agent and attorney in fact to execute any documents and take any action necessary for applications, registrations, or similar measures needed to secure the issuance of letters patent, copyright or trademark registration, or other legal establishment of the Company's ownership and control rights in Company Intellectual Property in the event that Participant's signature or other action is necessary and cannot be secured due to Participant's physical or mental incapacity or for any other reason.

(vi) Participant will make and maintain, and not destroy, notes and other records related to the conception, creation, discovery, and other development of Company Intellectual Property. These records shall be considered the exclusive property of the Company and are covered by clauses (g)(i) through (g)(v) above. During employment and for a period of one (1) year thereafter, Participant will promptly disclose to the Company (without revealing the trade secrets of any third party) any Intellectual Property that Participant creates, conceives, or contributes to, alone or with others, that involve, result from, relate to, or may reasonably be anticipated to have some relationship to the line of business the Company is engaged in or its actual or anticipated research or development activity.

(vii) Participant will not claim rights in, or control over, any Invention, Work, or Trademark as something excluded from Section 7(g) because it was conceived or created prior to being employed by the Company (a "Prior Work") unless such item is identified in reasonable detail in a separate writing, signed by Participant and sent to stock.admin@elevancehealth.com on or before the date Participant accepts this Agreement. Participant will not incorporate any such Prior Work into any work or product of the Company without prior written authorization from the Company to do so; and, if such incorporation does occur, Participant grants the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives.

(viii) The assignment provisions in this Section 7(g) are limited to only those inventions that lawfully can be assigned by an employee to an employer. Some examples of state laws limiting the scope of assignable inventions are Delaware Code Title 19 Section 805; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; North Carolina General Statutes Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-l through 34-39-3, "Employment Inventions Act"; and Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140. NOTICE: By accepting this Agreement, Participant acknowledges that to the extent one of the foregoing laws applies, Participant's assignment pursuant to this Section 7(g) will not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Participant's own time, unless: (A) the invention relates directly to the business of the Company or to the Company's actual or anticipated research or development; or (B) the invention results from any work performed by Participant for the Company. Similarly, to the extent California Labor Code Section 2870 or Illinois 765ILCS1060/1-3 "Participants Patent Act" controls, then the notice in the preceding sentence applies, absent the word "directly" in clause (A).

8. Return of Consideration.

(a) If at any time Participant breaches any provision of this Agreement, then:

(i) All unexercised stock options under any Designated Plan (defined below) whether or not otherwise vested shall cease to be exercisable and shall immediately terminate;

(ii) Participant shall forfeit any outstanding restricted stock, restricted stock unit, or other outstanding equity award made under any Designated Plan and not otherwise vested on the date of breach; and

(iii) Participant shall pay to the Company (A) for each share of common stock of the Company ("Common Share") acquired on exercise of an option under a Designated Plan within the 24 months prior to such breach, the excess of the fair market value of a Common Share on the date of exercise over the exercise price, and (B) for each share of restricted stock, restricted stock unit and/or performance stock unit that became vested under any Designated Plan within the 24 months prior to such breach, the fair market value (on the date of vesting) of a Common Share.

Any amount to be repaid pursuant to this Section 8 shall be held by Participant in constructive trust for the benefit of the Company and shall, upon written notice from the Company, within 10 days of such notice, be paid by Participant to the Company. Any amount described in clauses (i) and (ii) that Participant forfeits as a result of a breach of the provisions of Section 7 shall not reduce any money damages that would be payable to the Company as compensation for such breach and shall not reduce or alter the Company's ability to recover payment of severance based on Participant's breach of a restrictive covenant in any severance plan or arrangement between the Company and Participant.

(b) The amount to be repaid pursuant to this Section shall be determined on a gross basis, without reduction for any taxes incurred or withheld, as of the date of the realization event, and without regard to any subsequent change in the fair market value of a Common Share. The Company shall have the right to offset such amount against any amounts otherwise owed to Participant by the Company (whether as wages, vacation pay, or pursuant to any benefit plan or other compensatory arrangement other than any amount pursuant to any nonqualified deferred compensation plan under Section 409A of the Code).

(c) For purposes of this Section 8, a "Designated Plan" is each stock option, restricted stock, or other equity compensation or long-term incentive compensation plan under which Participant has received equity awards from the Company.

(d) The return of consideration under this Section 8 is meant to reimburse the Company for some of the harm caused by Participant's wrongful conduct; however, it is not a full measure of the damage caused by Participant's conduct and does not preclude the Company from seeking the recovery of any and all damages caused by Participant and injunctive relief.

9. Equitable Relief, Remedies, Reformation, Assignment, Jury Trial Waiver, and Miscellaneous

(a) Participant acknowledges that each provision of Sections 7 and 8 of this Agreement is reasonable and necessary to preserve the legitimate business interests of the Company, its present and potential business activities, and the economic benefits derived therefrom; that they will not prevent him or her from earning a livelihood in Participant's chosen business and are not an undue restraint on the trade of Participant, or any of the public interests which may be involved.

(b) Participant agrees that beyond the amounts otherwise to be provided under Section 8 this Agreement, the Company will be damaged by a violation of the terms of this Agreement and the

amount of such damage may be difficult to measure. Participant agrees that if Participant commits or threatens to commit a breach of any of the covenants and agreements contained in Section 7 then, to the extent permitted by applicable law, the Company shall have the right to seek and obtain all appropriate injunctive and other equitable remedies, without posting bond therefor, except as required by law, in addition to any other rights and remedies that may be available at law or under this Agreement, it being acknowledged and agreed that any such breach would cause irreparable injury to the Company and that money damages would not provide an adequate remedy. Tolling: Further, if Participant violates Section 7 hereof Participant agrees that the period of violation shall be added to the period in which Participant's activities are restricted.

(c) The parties agree that the covenants contained herein are severable. If an arbitrator or court shall hold that the duration, scope, area, or activity restrictions stated herein are unreasonable under circumstances then existing, or under applicable state law, the arbitrator or court shall reform or modify the restrictions or enforce the restrictions to such lesser extent as is allowed by law.

(d) EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(e) In the event of a breach of this Agreement, the prevailing party shall be entitled to the recovery of its reasonable attorneys' fees and expenses (including not only costs of court, but also expert fees, travel expenses, and other expenses incurred), and any other legal or equitable relief allowed by law.

(f) Nothing in this Agreement limits or reduces any common law or statutory duty Participant owes to the Company, nor does this Agreement limit or eliminate any remedies available to the Company for a violation of such duties. This Agreement will survive the expiration or termination of Participant's employment with the Company and/or any assignee pursuant to Section 9(g) and shall, likewise, continue to apply and be valid notwithstanding any change in Participant's duties, responsibilities, position, or title. Nothing in this Agreement creates a contract for term employment or limits either party's right to end the employment relationship between them.

(g) This Agreement, including the restrictions on Participant's activities set forth herein, also applies to any parent, subsidiary, affiliate, successor and assign of the Company to which Participant provides services or about which Participant receives Confidential Information. The Company shall have the right to assign this Agreement at its sole election without the need for further notice to or consent by Participant.

(h) This instrument and the Plan contain the entire agreement between the Parties with respect to the subject matter hereof (the grant contemplated by this Agreement). All representations, promises, and prior or contemporaneous understandings regarding this grant are merged into, and expressed in this instrument. If Participant is subject to a prior agreement (including any prior equity award agreement) with the Company containing confidentiality, non-solicitation, noncompetition and/or invention assignment provisions, then by accepting this Agreement, Participant acknowledges and agrees that the confidentiality, non-solicitation, noncompetition, and/or invention assignment provisions of this Agreement (including but not limited to those set forth in Sections 7, 8, and 9 and Appendix A) shall supersede those in any such prior agreements and shall apply thereunder as if fully set forth therein. The preceding sentence shall not apply to supersede or otherwise invalidate any legally enforceable restrictive covenant of a longer duration than set forth herein, if such covenant was entered into in connection with the sale of a business. This Agreement shall not be amended, modified, or supplemented without the written agreement of the Parties at the time of such amendment, modification, or supplement and must be signed by an officer of the Company (unless such amendment, modification, or supplementation is by order of a court or arbitrator). The headings herein are for convenience only and shall not affect the terms of the Agreement.

10. Survival of Provisions. The obligations contained in this Agreement shall survive Participant's Termination according to their terms and shall be fully enforceable thereafter.

11. Cooperation. Upon the receipt of reasonable notice from the Company (including from outside counsel to the Company), Participant agrees that while employed by the Company and for two years (or, if longer, for so long as any claim referred to in this Section remains pending) after Participant's Termination, Participant will respond and provide information with regard to matters in which Participant has knowledge as a result of Participant's employment with the Company, and will provide reasonable assistance to the Company, its Affiliates and their respective representatives in defense of any claims that may be made against the Company or any Affiliate, and will assist the Company and any Affiliate in the prosecution of any claims that may be made by the Company or any Affiliate, to the extent that such claims may relate to the period of Participant's employment with the Company (or any predecessor); provided, that with respect to periods after Participant's Termination, the Company shall reimburse Participant for any out-of-pocket expenses incurred in providing such assistance and if Participant is required to provide more than ten (10) hours of assistance per week after his/her Termination then the Company shall pay Participant a reasonable amount of money for his/her services at a rate agreed to between the Company and Participant; and provided further that after Participant's Termination such assistance shall not unreasonably interfere with Participant's business or personal obligations. Participant agrees to promptly inform the Company if Participant becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company or any Affiliate. Participant also agrees to promptly inform the Company (to the extent Participant is legally permitted to do so) if Participant is asked to assist in any investigation of the Company or any Affiliate (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or any Affiliate with respect to such investigation and shall not do so unless legally required. Provided, however, that Participant is not required to inform the Company of any investigation by a governmental agency or entity resulting from the reporting of possible violations of federal securities law or regulation to any governmental agency or entity, and Participant may participate in such investigation, without informing the Company.

12. No Rights as a Shareholder. Participant shall have no rights of a shareholder (including, without limitation, dividend and voting rights) with respect to the Restricted Stock Units, for record dates occurring on or after the Grant Date and prior to the date any such Restricted Stock Units vest in accordance with this Agreement.

13. No Right to Continued Employment. Neither the Restricted Stock Units nor any terms contained in this Agreement shall confer upon Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, nor restrict in any way the right of the Company, which right is hereby expressly reserved, to terminate Participant's employment or service at any time for any reason, subject to applicable law. Participant acknowledges and agrees that any right to have restrictions on the Restricted Stock Units lapse is earned only by continuing as an Employee of the Company or an Affiliate or satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired, being granted the Restricted Stock Units, or acquiring Shares hereunder.

14. The Plan. This Agreement is subject to all the terms, provisions, and conditions of the Plan, which are incorporated herein by reference, and to such regulations as may from time to time be adopted by the Committee. Unless defined herein, capitalized terms are as defined in the Plan. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's HR intranet. A paper copy of the Plan and the prospectus shall be provided to Participant upon Participant's written request to the Company at Elevance Health, Inc., 220 Virginia Avenue, Indianapolis, Indiana 46204, Attention: Corporate Secretary, Shareholder Services Department.

15. Compliance with Laws and Regulations.

(a) The Restricted Stock Units and the obligation of the Company to deliver Shares hereunder shall be subject in all respects to (i) all applicable Federal and state laws, rules, and regulations and (ii) any registration, qualification, approvals, or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Company shall not deliver any certificates for Shares to Participant or any other person pursuant to this Agreement if doing so would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or Federal law, or the

consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) The Shares received upon the expiration of the applicable portion of the Period of Restriction shall have been registered under the Securities Act of 1933 ("Securities Act"). If Participant is an "affiliate" of the Company, as that term is defined in Rule 144 under the Securities Act ("Rule 144"), Participant may not sell the Shares received except in compliance with Rule 144. Certificates representing Shares issued to an "affiliate" of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with Federal and state securities laws.

(c) If, at any time, the Shares are not registered under the Securities Act, and/or there is no current prospectus in effect under the Securities Act with respect to the Shares, Participant shall execute, prior to the delivery of any Shares to Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which Participant represents and warrants that Participant is purchasing or acquiring the shares acquired under this Agreement for Participant's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

16. Code Section 409A Compliance. Except with respect to Participants who are Retirement eligible or become Retirement eligible before the calendar year containing the second Lapse Date as shown on the Grant Notice, it is intended that this Agreement meet the short-term deferral exception from Code Section 409A. This Agreement and the Plan shall be administered in a manner consistent with this intent and any provision that would cause the Agreement or Plan to fail to satisfy this exception shall have no force and effect. Notwithstanding anything contained herein to the contrary, Shares in respect of any Restricted Stock Units that (a) constitute "nonqualified deferred compensation" as defined under Code Section 409A and (b) vest as a consequence of Participant's Termination shall not be delivered until the date that Participant incurs a "separation from service" within the meaning of Code Section 409A (or, if Participant is a "specified employee" within the meaning of Code Section 409A and the regulations promulgated thereunder, the date that is six months following the date of such "separation from service" (or death, if earlier)). In addition, each amount to be paid or benefit to be provided to Participant pursuant to this Agreement that constitutes deferred compensation subject to Code Section 409A, shall be construed as a separate identified payment for purposes of Code Section 409A.

17. Notices. All notices by Participant or Participant's assignees shall be addressed to Elevance Health, Inc., 220 Virginia Avenue, Indianapolis, Indiana 46204, Attention: Stock Administration, or such other address as the Company may from time to time specify. All notices to Participant shall be addressed to Participant at Participant's address in the Company's records.

18. Other Plans. Participant acknowledges that any income derived from the Restricted Stock Units shall not affect Participant's participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

19. Recoupment Policy for Incentive Compensation. The Company's Recoupment Policy for Incentive Compensation, as may be amended from time to time, shall apply to the Restricted Stock Units, any Shares delivered hereunder, and any profits realized on the sale of such Shares to the extent that Participant is covered by such policy. If Participant is covered by such policy, the policy may apply to recoup Restricted Stock

Units awarded, any Shares delivered hereunder or profits realized on the sale of such Shares either before, on or after the date on which Participant becomes subject to such policy.

ELEVANCE HEALTH, INC.

By: _____

Printed: Ramiro G. Peru

Its: Chair, Compensation and Talent Committee

of the Board of Directors

APPENDIX A

Alabama:

If Alabama law is deemed to apply, then the following applies to Participant: (a) Section 7(d) is rewritten as follows: "While employed and for a period of twelve (12) months from Termination, Participant will not participate in soliciting any Covered Employee of the Company who is in a Sensitive Position to leave the employment of the Company on behalf of (or for the benefit of) a Competitor nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a "Covered Employee" is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding which Participant received Confidential Information during the Look Back Period. An Employee in a "Sensitive Position" refers to an Employee who is uniquely essential to the management, organization, or service of the business;" and (b) Section 7(c) is limited to prohibiting the solicitation of persons or entities who have a current business relationship with the Company.

Arizona:

If Arizona law is deemed to apply, then the following applies to Participant: (a) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; and (b) the restrictions in Section 7(c) shall be limited to the Restricted Territory.

Arkansas, Connecticut, Montana, and South Carolina:

If Arkansas, Connecticut, Montana, or South Carolina law is deemed to apply, then the following applies to Participant: Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

California:

If California law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; (b) the Employee non-solicitation restrictions in Section 7(d) shall not apply; and (c) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law). The preceding sentence supersedes any contradictory provision in any prior agreements between Participant and the Company regarding noncompetition or non-solicitation.

Colorado:

If Colorado law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(b) is aided by Participant's use or disclosure of the Company's trade secrets.

(b) Section 7(c) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than sixty percent (60%) of the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(c) is aided by Participant's use or disclosure of the Company's trade secrets.

(c) Section 7(d) shall not apply.

(d) “Annualized Cash Compensation” means: (1) the amount of gross salary or wage amount, the fee amount, or other compensation amount for the full year, if the worker was employed or engaged for a full year; or (2) the compensation that the worker would have earned, based on the worker’s gross salary or wage amount, fee, or other compensation if the worker was not employed or engaged for a full year. In determining whether a worker’s cash compensation exceeds the threshold amount, where the worker has been employed for less than a calendar year, the worker’s cash compensation exceeds the threshold amount if the worker would reasonably expect to earn more than the threshold amount during a calendar year of employment.

(e) “Threshold Amount for Highly Compensated Workers” means the greater of the threshold amount for highly compensated workers as determined by the Division of Labor Standards and Statistics in the Department of Labor and Employment, as of August 10, 2022, or the date Participant accepts this Agreement.

(f) Nothing contained in this Agreement shall be construed to prohibit Participant from disclosing information that: (1) arises from Participant’s general training, knowledge, skill, or experience, whether gained on the job or otherwise; (2) is readily ascertainable to the public; or (3) a worker otherwise has a right to disclose as legally protected conduct.

(g) Participant acknowledges that Participant received notice of this Agreement (including, but not limited to, the provisions of Section 7: (1) before Participant accepted the Company’s offer of employment (if Participant is a new hire); or (2) at least fourteen (14) days before the earlier of (I) Participant’s acceptance of this Agreement, or (II) the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the covenants in Section 7.

Georgia:
If Participant resides in Georgia and is subject to Georgia law, then Section 7(d) shall be limited to targeting for solicitation or hire Employees who are located within the Restricted Territory.

Illinois:

If Participant resides in Illinois and is subject to Illinois law, then:

(a) The provisions of Section 7(c) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(b) The provisions of Section 7(d) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(c) The provisions of Section 7(b) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $75,000 per year in 2022-2026, $80,000 per year in 2027-2031, $85,000 per year in 2032-2036, and $90,000 beginning on January 1, 2037;

(d) The provisions of Section 7(b) shall not apply if Participant is covered by a collective bargaining agreement under the Illinois Public Relations Act;

(e) Participant’s nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant’s Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret;

(f) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so; and

(g) If Participant is a new hire, Participant acknowledges that Participant has been provided a copy of this Agreement at least 14 calendar days before the commencement of employment. If Participant is an existing Employee, Participant acknowledges that Participant has been given at least 14 calendar days to review this Agreement.

Indiana:
If Participant resides in Indiana and is subject to Indiana law, then the restrictions on Participant under Section 7(d) shall apply only with respect to soliciting, hiring, attempting to solicit or hire, or participating in any attempt to solicit or hire individuals who themselves had access to Confidential Information in the prior six months.

Louisiana:
If Louisiana law is deemed to apply, then the following applies to Participant: (a) the "Restricted Territory" defined in Section 7 of the Agreement is understood to cover the following parishes in Louisiana and all counties outside Louisiana where Participant had responsibilities for the Company: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, DeSoto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, LaSalle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, Winn; and (b) the restrictions in Section 7(c) (as well as Section 7(b)) shall be limited to the foregoing parishes and counties.

Maine:

If Maine law is deemed to apply, then the following applies to Participant: (a) Participant acknowledges that if Participant is a new hire Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company and was given at least three business days to consider the Agreement before signing; (b) Section 7(b) will not take effect until one year of employment or a period of six months from the date the agreement is signed, whichever is later; and (c) Section 7(b) shall not apply if Participant earns at or below 400% of the federal poverty level.

Maryland:

If Maryland law is deemed to apply, then the following applies to Participant: Section 7(b) shall not apply if Participant earns equal to or less than $15/hour or $31,200 annually.

Massachusetts:

If Participant resides or works in Massachusetts for at least the thirty days preceding Participant's Termination, then the Company will notify Participant within ten (10) business days of Participant's Termination whether the Company decides to waive Section 7(b) or make these provisions enforceable by paying Participant garden leave as provided by the Massachusetts Noncompetition Agreement Act, G.L. c. 149, S. 24L. In addition, if Massachusetts law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) will not apply if Participant's employment is terminated without "cause" or if Participant is terminated as part of a reduction in force. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, "cause" to terminate Participant's employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of Participant's position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant's duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community;

(b) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so;

(c) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Participant's Termination (as well as while Participant is employed by the Company); however, if Participant breaches Section 7(b) of this Agreement, and also breaches Participant's fiduciary duty to the Company and/or has unlawfully taken,

physically or electronically, any Company records, then the Restricted Period shall be extended to a period of two (2) years from Termination;

(d) Participant acknowledges that (i) if Participant is being initially hired by the Company, that Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company or at least ten (10) business days before commencement of Participant's employment by the Company, whichever came first; or (ii) if Participant was already employed by the Company at the time of signing this Agreement, that Participant was provided a copy hereof at least ten (10) business days before the effective date of this Agreement;

(e) the tolling language Section 10(b) shall only apply to any breach of Section 7(c) and (d) (i.e., the tolling language shall not apply to Section 7(b)); and

(f) Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; 18 years or younger; or an undergraduate or graduate student in an internship or other short-term employment relationship while enrolled in college or graduate school.

Minnesota:
If Minnesota law is deemed to apply, then the restrictions in Section 7(b) shall be limited to situations in which Participant is aided in his or her conduct by the use or disclosure of Confidential Information.

Nebraska:
If Nebraska law is deemed to apply, then the following applies to Participant: (a) Section 7(c) is limited to the solicitation of persons or entities with which Participant did business and had personal business-related contact during the Look Back Period; and (b) Section 7(b) is limited to restricting Participant from working for a Company client or account with whom the Participant did business and had personal business-related contact during the Look Back Period.

Nevada:
If Nevada law is deemed to apply, then the following applies to Participant: (a) Section 7 does not preclude Participant from providing services to any former client or customer of the Company if: (1) Participant did not solicit the former customer or client; (2) the customer or client voluntarily chose to leave and seek services from Participant; and (3) Participant is otherwise complying with the limitations in this Agreement as to time and scope of activity to be restrained; and (b) Section 7(b) does not apply if Participant is paid solely an hourly wage, exclusive of tips or gratuities.

New Hampshire:

If New Hampshire law is deemed to apply, then the following applies to Participant: (a) Section 7(b) does not apply if Participant earns an hourly rate less than or equal to 200 percent of the federal minimum wage; and (b) Participant acknowledges that Participant was given a copy of this Agreement prior to a change in job classification or the offer of employment.

New York:

If New York law is deemed to apply, then the following applies to Participant: Section 7(c) shall be modified to exclude those clients or customers who became a client or customer of the Company as a result of Participant's independent contact and business development efforts with the customer or client prior to and independent from his/her employment with the Company.

North Carolina:

If North Carolina law is deemed to apply, then the following applies to Participant: (a) the Look Back Period shall be calculated looking back twenty-four (24) months from the date of enforcement and not from the date Participant's employment ends; and (b) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

North Dakota:

If North Dakota law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; and (b) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law).

Oklahoma:

If Oklahoma law is deemed to apply, then the following applies to Participant: (i) Section 7(c) is limited to preclude only the direct solicitation of established customers of the Company for the purpose of doing any business that would compete with the Company's business; and (ii) the noncompetition restrictions in Section 7(b) shall not apply.

Oregon:

If Oregon law is deemed to apply, then the following applies to Participant: the restrictions in Section 7(b) shall apply only if: (a) Participant is engaged in administrative, executive or professional work and performs predominantly intellectual, managerial, or creative tasks, exercises discretion and independent judgment and earns a salary or is otherwise exempt from Oregon's minimum wage and overtime laws; (b) the Company has a "protectable interest" (meaning, access to trade secrets or competitively sensitive confidential business or professional information); and (c) the total amount of Participant's annual gross salary and commission, calculated on an annual basis, at the time of Participant's Termination, exceeds $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. However, if Participant does not meet requirements of either (a) or (c) (or both), the Company may, on a case-by-case basis, decide to make Section 7(b) enforceable as to Participant (as allowed by Oregon law), by agreeing in writing to pay Participant, during the period of time Participant is restrained from competing, the greater of: (i) compensation equal to at least 50 percent of Participant's annual gross base salary and commissions at the time of Termination; or (ii) fifty percent of $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. If Participant is an existing Employee, Participant acknowledges that this Agreement was entered into upon a subsequent bona fide advancement of Participant by the Company; namely the Company is conferring upon Participant equity awards that, if accepted by Participant, will supplement Participant's compensation.

Puerto Rico:

If Puerto Rico law is deemed to apply, then the following applies to Participant: (a) the Restricted Period and the Look Back Period in Section 7 shall be, in each case, only a period of twelve (12) months; (b) the Restricted Territory shall be limited to the territory of Puerto Rico; (c) the customer restriction in Section 7(c) shall be limited to clients, accounts, and medical care providers that were personally serviced by Participant during the Look Back Period and had an active business relationship with the Company within the last thirty (30) days prior to Participant's Termination; and (d) the tolling provision in Section 10(b) shall not apply.

Rhode Island:

If Rhode Island law is deemed to apply, then Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; an undergraduate or graduate student in an internship or short-term employment relationship; 18 years of age or younger; or a low wage Participant (defined as earning less than 250% of the federal poverty level).

Utah:

If Utah law is deemed to apply, then the following applies to Participant: (a) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Termination (as well as while Participant is employed by the Company).

Virginia:

If Virginia law is deemed to apply, then the following applies to Participant: (a) Section 7(b)-(d) shall not apply if Participant is a “low wage Participant.” A “low wage Participant” refers to a Participant whose average weekly earnings (calculated by dividing Participant's earnings during the period of 52 weeks immediately preceding Termination by 52, or if Participant worked fewer than 52 weeks, by the number of weeks that Participant was actually paid during the 52-week period) are less than the average weekly wage of the Commonwealth of Virginia as determined pursuant to subsection B of Virginia Code § 65.2-500. "Low-wage Participant" includes interns, students, apprentices, or trainees employed, with or without pay, at a trade or occupation in order to gain work or educational experience. "Low-wage Participant" also includes an individual who has independently contracted with another person to perform services independent of an employment relationship and who is compensated for such services by such person at an hourly rate that is less than the median hourly wage for the Commonwealth of Virginia for all occupations as reported, for the preceding year, by the Bureau of Labor Statistics of the U.S. Department of Labor. However, "low-wage Participant" does not include any Participant whose earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses paid to Participant by the Company; (b) Section 7 does not preclude Participant from providing services to any client or customer of the Company if Participant did not initiate contact with or solicit the former customer or client; and (c) Participant’s nondisclosure obligation in Section 7(a) shall extend for a period of three (3) years after Participant’s Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

Washington (state):

If Participant resides in Washington at the time this Agreement is entered, Participant acknowledges that Participant was given at least ten (10) business days to consider this Agreement before accepting it.

In addition, if Washington law controls, then for so long as Washington law controls, the Agreement will be modified and applied as follows:

(a) Section 7(b) shall apply following Termination only if Participant’s annualized earnings from the Company exceed $100,000.00 per year (adjusted annually in accordance with Section 5 of Washington HP 1450), and Section 7(b) shall apply during employment only if Participant earns at least twice the Washington minimum hourly wage (subject to the common law duty of loyalty and the Company’s Code of Conduct);

(b) for purposes of the application of the non-competition provision in Section 7(b), Participant understands that the non-competition provision will not be enforced against Participant if Participant is terminated from employment without “cause” or if Participant is laid off, unless the Company pays Participant during the Restricted Period an amount equal to Participant’s base salary at Termination less any compensation earned by Participant during the Restricted Period. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, “cause” to terminate Participant’s employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of my position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant’s duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community; and

(c) Participant further acknowledges that if Participant is a new Employee, Participant has had advance notice of the terms of this Agreement prior to accepting the Company’s offer of employment.

Washington, D.C.:

Participant acknowledges that Participant was given a copy of Washington, D.C., Council Bill 24-256 ("Bill 24-256") prior to or contemporaneously with accepting this Agreement.

If Participant is a "Covered Employee" as defined by Bill 24-256 and Participant is not a "Highly Compensated Employee," as defined by Bill 24-256, the following applies to Participant: (1) Section 7(b) shall not apply; (2) "Confidential Information" shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) Participant is precluded, during Participant's employment with the Company, from accepting money or a thing of value for performing work for a person other than the Company, where doing so can reasonably be concluded to result in (a) Participant's disclosure or use of Confidential Information or "Proprietary employer information," as defined by Bill 24-256; (b) a conflict with the Company's established rules regarding conflicts of interest, or (c) impairment of the Company's ability to comply with federal law, the law of the District of Columbia, or a contract or grant agreement.

If Participant is a "Covered Participant" as defined by Bill 24-256 and Participant is a "Highly Compensated Participant," as defined by Bill 24-256, the following applies to Participant: (1) Participant acknowledges that Participant was given a copy of this Agreement at least 14 days before Participant commenced employment with the Company (if Participant is a new hire) or Participant was given a copy of this Agreement at least 14 days before Participant was required to accept this Agreement (if Participant is an existing Employee); (2) "Confidential Information" shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) the Restricted Period for purposes of the non-competition provision in Section 7(b) shall be limited to a period of twelve (12) months following Termination (and while Participant is employed by the Company); and (4) Participant is notified that The District of Columbia Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from "highly compensated employees" under certain conditions. The Company has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

Wisconsin:

If Wisconsin law is deemed to apply, then the following applies to Participant: (a) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; (b) the tolling provision in Section 10(b) shall not apply; and (c) Section 7(d) is rewritten as follows: "While employed and for a period of twelve (12) months following Termination, Participant will not participate in soliciting any "Covered Employee" of the Company that is in a "Sensitive Position" to leave the employment of the Company on behalf of (or for the benefit of) a Competitor; nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a "Covered Employee" is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding whom Participant received Confidential Information during the Look Back Period. A Participant in a "Sensitive Position" refers to an Employee who is in a management, supervisory, sales, research and development, or similar role where the Employee is provided Confidential Information or is involved in business dealings with the Company's clients."

Schedule A

Notice of Performance Stock Unit Grant

Participant: [●]

Company: Elevance Health, Inc.

Notice: You have been granted the following award of performance stock units of common stock of the Company in accordance with the terms of the Plan and the attached Performance Stock Unit Agreement.

Plan: 2017 Elevance Health Incentive Compensation Plan

Grant:
Grant Date: [●]
Grant Number: [●]
Number of Performance Stock Units: [●]

Performance Period: The Performance Period is the three calendar year period that begins on the January 1 of the calendar year that includes the Grant Date. Subject to achievement of the performance measures described in the Long Term Stock Incentive Plan Brochure ("Summary"), the number of your Performance Stock Units listed in the "Shares" column, and any related Dividend Equivalents, shall vest on the later of the date listed in the "Vesting Date" column or the date the Compensation and Talent Committee of the Board of Directors of Elevance Health, Inc. certifies the performance results. Unless otherwise provided in the Agreement, you must be employed on the Vesting Date to receive any Performance Stock Units payable under the Agreement. Achievement of the performance measures may increase or decrease the total number of Performance Stock Units covered by the Grant and any related Dividend Equivalents that vest on the Vesting Date.

Shares	Vesting Date
[●]	[●]

Achievement of the performance measures must be approved by the Compensation and Talent Committee of the Board of Directors of Elevance Health, Inc. The performance measures as described in the Summary, including any modifications to such performance measures, are incorporated into, and made part of the Agreement.

In the event that a Change of Control (as defined in the Plan) occurs before your Termination (as defined in the Plan), your Performance Stock Unit Grant will remain subject to the terms of this Agreement, unless the successor company does not assume the Performance Stock Unit Grant. If the successor company does not assume the Performance Stock Unit Grant, then the Performance Stock Units shall immediately vest upon a Change of Control and the Shares covered by the award shall be delivered as soon as practicable following the Change of Control, provided that in the event that the Performance Stock Units are deferred compensation within the meaning of Code Section 409A, such Stock Units shall only be delivered upon the Change of Control if such Change of Control is a "change in control event" within the meaning of Code Section 409A and the delivery is made in accordance with Treasury Regulation 1-409A-3(j)(ix).

Acceptance: In order to accept your Performance Stock Units, you must electronically accept this Agreement through the Company's broker at any time within ninety (90) days after the Grant Date. To effect your acceptance, please follow the instructions included with your grant materials. Acceptance of the Agreement includes acceptance of the terms and conditions of the Plan. If you do not timely and electronically accept this Agreement, this Agreement will be null and void at the end of the 90th day after the Grant Date and you will have no right or claim to the Performance Stock Units described above.

Performance Stock Unit Award Agreement

This Performance Stock Unit Award Agreement (this "Agreement") dated as of the Grant Date (the "Grant Date") set forth in the Notice of Performance Stock Unit Grant attached as Schedule A hereto (the "Grant Notice") is made between Elevance Health, Inc. (the "Company") and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement. The Company and Participant expressly agree and acknowledge that Participant's entry into this Agreement is not a condition of Participant's employment with the Company, and that Participant is not required to enter into this Agreement or accept Restricted Stock Units as a condition of Participant's employment with the Company or a Subsidiary or Affiliate. Capitalized terms not defined herein or in the Grant Notice or the Summary are defined in the Plan.

1. Performance Period. The Performance Period with respect to the Performance Stock Units shall be as set forth in the Grant Notice (the "Performance Period"). Participant acknowledges that the Performance Stock Units may not be sold, transferred, pledged, assigned, encumbered, alienated, hypothecated, or otherwise disposed of (whether voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy)). Upon the completion of the Performance Period and subject to the performance measures described in the Summary, the restrictions set forth in this Agreement with respect to the Performance Stock Units theretofore subject to such completed Performance Period shall lapse and the Shares covered by the related portion of the award shall be delivered as soon as practicable thereafter, except as may be provided in other sections of this Agreement.

2. Ownership. Upon expiration of the applicable portion of the Performance Period and subject to the performance measure described in the Summary, the Company shall transfer the Shares covered by the related portion of the award to Participant's account with the Company's captive broker.

3. Termination.

(a) *Retirement.* If Participant's Termination is due to Retirement (for purposes of this Agreement, defined as Participant's Termination after attaining age fifty-five (55) with at least ten (10) completed years of service) or after attaining age sixty-five (65), Participant shall become vested in a prorata number of Performance Stock Units based on actual achievement of the performance measures set forth in the Summary. For purposes of the preceding, the prorata number of the Performance Stock Units shall be equal to (i) the number of Performance Stock Units set forth in the Grant Notice, adjusted for actual achievement of performance measures, plus any Dividend Equivalents multiplied by (ii) a fraction, the numerator of which shall be the number of full calendar months Participant is employed with the Company during the Measurement Period and the denominator of which shall be 36 calendar months. For purposes of the Agreement, the Measurement Period is (A) the same as the Performance Period for a Participant employed on the first day of the Performance Period, and (B) the 36 month period beginning on the Grant Date for all other Participants. The shares covered by the related portion of the award shall be delivered upon the applicable Vesting Date. [1]

(b) *Death and Disability*. If Participant's Termination is due to death or Disability (for purposes of this Agreement, as defined in the applicable Elevance Health Long-Term Disability Plan), then the Performance Period shall immediately lapse, causing any restrictions which would otherwise remain on the Performance Stock Units to immediately lapse, and the Shares covered by the award shall be delivered as soon as practicable thereafter.

(c) *Without Cause or for Good Reason* . If Participant's Termination is by the Company or an Affiliate without Cause (for purposes of this Agreement, defined as a violation of "conduct" as such term is defined in the Elevance Health HR Corrective Action Policy and if Participant participates in the Elevance Health Executive Agreement Plan (the "Agreement Plan"), the Key Associate Agreement, or the Key Sales Associate Agreement also as defined in that plan or agreement), Participant shall become vested in a prorata number of Performance Stock Units based on actual achievement of the performance measures set forth in the Summary. For purposes of the preceding, the prorata number of the Performance Stock Units shall be equal to (i) the number of

[1] This retirement provision is deleted in non-annual retention grants.

Performance Stock Units set forth in the Grant Notice, adjusted for actual achievement of performance measures, plus any Dividend Equivalents multiplied by (ii) a fraction, the numerator of which shall be the number of full calendar months elapsed from the first day of the Measurement Period through Participant's date of Termination and the denominator of which shall be 36 calendar months. The shares covered by the related portion of the award shall be delivered upon the applicable Vesting Date. The foregoing shall also apply to a Participant who participates in the Agreement Plan and receives severance under the Agreement Plan for a termination by Participant for Good Reason (as defined in the Agreement Plan).

(d) *Other Terminations*. If Participant's Termination is (i) by the Company or an Affiliate for Cause even if on the date of such Termination Participant has met the definition of Retirement or Disability or (ii) by Participant for any reason other than death, Disability, Retirement, Good Reason or without Cause, then all Performance Stock Units for which the Performance Period had not lapsed prior to the date of such Termination shall be immediately forfeited.

(e) *Termination after Change of Control.* Notwithstanding any other provision of the Agreement, including Section 3(c), if after a Change of Control Participant's Termination is (i) by the Company or an Affiliate without Cause or (ii), if Participant participates in the Agreement Plan, by Participant for Good Reason (as defined in the Agreement Plan), then there shall be paid out in cash to Participant within 30 days following Termination the value of the Performance Stock Units to which Participant would have been entitled if performance achieved 100% of the target performance measures as described in the Summary. Notwithstanding any provision of this Agreement to the contrary, in the event that Participant becomes entitled to vest in Performance Stock Units under any provision of this Section 3 by reason of any Termination and such Termination occurs within the two-year period following a Change of Control that is a "change in control event" within the meaning of Code Section 409A, Participant's Performance Stock Units shall be paid to Participant upon such Termination.

4. Transferability of the Performance Stock Units. Participant shall have the right to appoint any individual or legal entity in writing, in accordance with procedures established by the Company's broker, to receive any Performance Stock Units (to the extent not previously terminated or forfeited) under this Agreement upon Participant's death, to the extent permitted by law. The effectiveness of any such designation, and any revocation or replacement thereof, shall be determined in accordance with procedures established by the Company's broker. If Participant dies without such designation, the Performance Stock Units will become part of Participant's estate.

5. Dividend Equivalents. In the event the Company declares a dividend on Shares (as defined in the Plan), for each unvested Performance Stock Unit on the dividend payment date, Participant shall be credited with a Dividend Equivalent, payable in cash, with a value equal to the value of the declared dividend. The Dividend Equivalents shall be subject to the same restrictions as the unvested Performance Stock Units to which they relate. No interest or other earnings shall be credited on the Dividend Equivalents, provided that additional Dividend Equivalents may be awarded or forfeited in the same proportion as the number of Performance Stock Units determined to be awarded or forfeited based on the achievement of the performance measures. Subject to continued employment with the Company and Affiliates in accordance with Section 3 and, as applicable, achievement of performance measures, the restrictions with respect to the Dividend Equivalents shall lapse at the same time and in the same proportion as restrictions on the initial award of Performance Stock Units. No additional Dividend Equivalents shall be accrued for Participant's benefit with respect to record dates occurring prior to the Grant Date, or with respect to record dates occurring on or after the date, if any, on which Participant has forfeited the Performance Stock Units or any Performance Stock Units have been settled. If Participant is a "specified employee" within the meaning of Code Section 409A, payment of any Dividend Equivalents subject to Code Section 409A and payable upon a termination of employment shall be subject to a six-month delay. The Dividend Equivalents shall be subject to all such other provisions set forth herein and may be used to satisfy any or all obligations for the payment of any tax attributable to the Dividend Equivalents and/or Performance Stock Units.

6. Taxes and Withholdings. Upon the expiration of the applicable portion of the Performance Period (and delivery of the underlying Shares), or as of which the value of any Performance Stock Units first becomes includible in Participant's gross income for income tax purposes, Participant shall satisfy all obligations for the payment of any tax attributable to the Performance Stock Units. Participant shall notify the Company if Participant wishes to pay the Company in cash, check or with shares of Elevance Health common stock already owned for the satisfaction of any taxes of any kind required by law to be withheld with respect to such Performance Stock Units. Any such election made by Participant must be irrevocable, made in writing, signed by Participant, and shall be subject to any restrictions or limitations that the Compensation and Talent Committee of the Board of Directors of the Company ("Committee"), in its sole discretion deems appropriate. If Participant does not notify the Company in writing at least 14 days prior to the end of the Performance Period, the Committee is authorized to take any such other action as may be necessary or appropriate, as determined by the Committee, to satisfy all obligations for the payment of such taxes. Such other actions may include withholding the required amounts from other compensation payable to Participant, a sell-to-cover transaction or such other method determined by the Committee, in its discretion. Please refer to the Plan's prospectus for tax considerations by jurisdiction.

7. Restrictive Covenants. For purposes of Sections 7, 8, and 9 of this Agreement, Company shall mean Elevance Health, Inc. and its subsidiaries and Affiliates. Participant acknowledges that Participant has the right to consult with counsel at Participant's sole expense. As a condition to receipt of the Performance Stock Unit Grant made under this Agreement, which Participant and the Company agree is fair and reasonable consideration, Participant agrees as follows, subject to any applicable provisions of Appendix A:

(a) *Confidentiality.*

(i) Participant recognizes that the Company derives substantial economic value from information created and used in its business which is not generally known by the public, including, but not limited to, plans, designs, concepts, computer programs, formulae, and equations; product fulfillment and supplier information; customer and supplier lists, and confidential business practices of the Company, Affiliates, and any of its customers, vendors, business partners or suppliers; profit margins and the prices and discounts the Company obtains or has obtained or at which it sells or has sold or plans to sell its products or services (except for public pricing lists); manufacturing, assembling, labor and sales plans and costs; business and marketing plans, ideas, or strategies; confidential financial performance and projections; employee compensation; employee staffing and recruiting plans and employee personal information; and other confidential concepts and ideas related to the Company's business (collectively, "Confidential Information"). Participant expressly acknowledges and agrees that by virtue of his/her employment with the Company, Participant will have access to and will use in the course of Participant's duties certain Confidential Information and that Confidential Information constitutes trade secrets and confidential and proprietary business information of the Company, all of which is the exclusive property of the Company. For purposes of this Agreement, Confidential Information includes, but is not limited to, information that constitutes a trade secret under applicable state or federal law. Confidential Information does not include information that Participant establishes by clear and convincing evidence is or may become known to Participant or to the public from sources outside the Company and through means other than a breach of this Agreement.

(ii) Participant agrees that Participant will not for himself or herself or for any other person or entity, directly or indirectly, without the prior written consent of the Company, while employed by the Company and thereafter: (A) use Confidential Information for the benefit of any person or entity other than the Company or its affiliates; (B) remove, copy, duplicate or otherwise reproduce any document or tangible item embodying or pertaining to any of the Confidential Information, except as required to perform Participant's duties for the Company or its affiliates; or (C) while employed and thereafter, publish, release, disclose or deliver or otherwise make available to any third party any Confidential Information by any communication, including oral, documentary, electronic or magnetic information transmittal device or media. Upon Termination, Participant shall return all Confidential Information and all other property of the Company. This obligation of non-disclosure and non-use of information shall continue to exist for so long as such information remains Confidential Information.

(b) *Non-Competition.* During any period in which Participant is employed by the Company, and during a period of time after Participant's Termination (the "Restriction Period") which, unless otherwise limited by applicable state law, is (i) twenty-four (24) months for Executive Vice Presidents and the President & Chief Executive Officer, and (ii) the greater of the period of severance or twelve (12) months for all other Participants, Participant will not, without prior written consent of the Company, directly or through the direction or control of others, obtain a Competitive Position or perform a Restricted Activity in the Restricted Territory for a Competitor, as those terms are defined herein.

(i) Competitive Position means any employment or performance of services with a Competitor (A) the same as or similar to the services that Participant performed for the Company in the last twenty-four (24) months of Participant's employment with Company (the "Look Back Period"), or (B) in the performance of which Participant will likely use any Confidential Information of the Company.

(ii) Restricted Territory means any geographic area in which the Company does business and which Participant provided services in, had responsibility for, had a material presence or influence in, or had access to Confidential Information about, such business, within the Look Back Period.

(iii) Restricted Activity means any activity for which Participant had responsibility for the Company or about which Participant had Confidential Information within the Look Back Period.

(iv) Competitor means any entity or individual (other than the Company) engaged in any one or more of the following: management of network-based managed care plans and programs; administration of managed care services; provision of health insurance, long-term care insurance, dental, life, or disability insurance; administration of flexible spending accounts, COBRA continuation coverage, coordination of benefits, or subrogation services; or the provision, delivery, or administration of health benefit plans or health care services such as pharmacy benefits management (including Specialty pharmacy), value-based care delivery, behavioral health, palliative care, care for chronic and complex conditions, digital healthcare platforms, medical benefits management solutions, or health care research (including health economics and outcomes); or any other aspects of the business or products or services offered by the Company, as to which Participant had responsibilities or received Confidential Information about, during the Look Back Period.

(v) The restrictions contained in this subsection (b) shall not apply to attorneys who accept a Competitive Position that consists of practicing law.

(vi) If Participant receives an offer of a Competitive Position with a Competitor, as those terms are defined above, Participant shall notify the Company's Chief Human Resources Officer, via the contact information provided in the Summary, within five business days of receiving the offer and such notification shall include a detailed description of the job responsibilities and the identity of the Competitor. The description must be specific enough for the Company to determine whether Participant's new opportunity constitutes a violation of the Agreement.

(c) *Non-Solicitation of Customers.* During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, consultant, independent contractor, owner, agent, or in any other capacity, directly or through the direction or control of others, for a Competitor of the Company as defined in subsection (b) above:

(i) Solicit business from any client, account, or medical care provider of the Company that Participant had contact with, participated in contact with, had or shared responsibility for, or had access to Confidential Information about, during the Look Back Period; or

(ii) Solicit business from any client, account, or medical care provider that the Company pursued, and Participant had contact with, responsibility for, or knowledge of Confidential Information about, by reason of Participant's employment with the Company, during the Look Back Period.

For purposes of this paragraph (c), an individual policyholder in a plan maintained by the Company or by a client or account of the Company under which individual policies are issued, or a certificate holder in such plan under which group policies are issued, shall not be considered a client or account subject to this restriction solely by reason of being such a policyholder or certificate holder.

(d) *Non-Solicitation of Employees.* During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, independent contractor, owner, agent, or in any other capacity, directly or indirectly, solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire, for any non-Company entity:

(i) Any officer or employee of the Company whom the Participant knows to have access to or possession of Confidential Information that would give an unfair advantage to a Competitor;

(ii) Any officer or employee of the Company who, on or at any time during the six (6) months immediately preceding the date of such solicitation or hire, held the position of Director or above with the Company;

(iii) Any officer or employee of the Company to whom Participant reported, or who reported to Participant, on or at any time during the six (6) months immediately preceding the dates of such solicitation or hire; or

(iv) Any person who is or was an officer or employee of the Company during the six (6) months immediately preceding the date of such solicitation or hire, or whom the Participant was involved in recruiting while Participant was employed by the Company.

(e) *Non-Disparagement.* Subject to the limitations in Section 7(f) below, Participant agrees that he/she will not, nor will he/she cause or assist any other person to, make any statement to a third party or take any action which is intended to or would reasonably have the effect of disparaging or harming the Company or the business reputation of the Company's directors, employees, officers, or managers, or make any verbal or written statement to any media outlet regarding the Company.

(f) *Agreement Limitations*. Nothing in this Agreement prohibits Participant from (i) disclosing Workplace Conduct or the existence of a settlement involving Workplace Conduct that concerns conduct that Participant reasonably believes under state, federal, or common law to be illegal harassment, illegal retaliation, a wage & hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy; (ii) disclosing Workplace Conduct that Participant has reason to believe is otherwise unlawful; or (iii) reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of any federal, state, or local law or regulation. "Workplace Conduct" means conduct occurring in the workplace, at work-related events coordinated by or through the Company, or between Employees, or between the Company and any Employee, off the workplace premises. Participant does not need the prior authorization of the Company to make any such reports or disclosures and Participant is not required to notify the Company that Participant has made such reports or disclosures. Disclosures protected by this Section may include a disclosure of trade secret information provided that it must comply with the restrictions in the Defend Trade Secrets Act of 2016 (DTSA). The DTSA provides that no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (ii) is made in a complaint or other document if such filing is under seal so that it is not made public. Also, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. If Participant is covered by Section 7 of the National Labor Relations Act (NLRA) because Participant is not in a supervisor or management role, nothing in this Agreement shall prohibit Participant from using information Participant acquires regarding the wages, benefits, or other terms and conditions of employment at the Company for any purpose protected under the NLRA.

(g) *Assignment of Intellectual Property.* Participant agrees that he or she is expected to use his or her inventive and creative capacities for the benefit of the Company and to contribute, where possible, to the Company's intellectual property in the ordinary course of employment.

(i) "Inventions" mean any inventions, discoveries, improvements, designs, processes, machines, products, innovations, business methods or systems, know how, ideas or concepts, and related technologies or methodologies, whether or not shown or described in writing or reduced to practice and whether patentable or not. "Works" mean original works of authorship, including, but not limited to: literary works (including all written material), mask works, computer programs, formulas, tests, notes, data compilations, databases, artistic and graphic works (including designs, graphs, drawings, blueprints, and other works), recordings, models, photographs, slides, motion pictures, and audio visual works; whether copyrightable or not, and regardless of the form or manner in which documented or recorded. "Trademarks" mean any trademarks, service marks, trade dress or names, symbols, special wording, or devices used to identify a business or its business activities whether subject to trademark protection or not. The foregoing terms are collectively referred to herein as "Intellectual Property."

(ii) Participant assigns to the Company or its nominee Participant's entire right, title and interest in and to all Inventions that are made, conceived, or reduced to practice by Participant, alone or jointly with others, during Participant's employment with the Company (whether during working hours or not) that: (A) relate to the Company's business or the Company's actual or anticipated research or development; (B) involve the use or assistance of any tools, time, material, personnel, information, or facility of the Company; or (C) result from or relate to any work, services, or duties undertaken by Participant for the Company.

(iii) Participant recognizes that all Works and Trademarks conceived, created, or reduced to practice by Participant, alone or jointly with others, during Participant's employment shall to the fullest extent permissible by law be considered the Company's sole and exclusive property and "works made for hire" as defined in the U.S. Copyright Laws for purposes of United States law and the law of any other country adhering to the "works made for hire" or similar notion or doctrine, and will be considered the Company's property from the moment of creation or conception forward for all purposes without the need for any further action or agreement by Participant or the Company. If any such Works, Trademarks, or portions thereof shall not be legally qualified as a works made for hire in the United States or elsewhere or shall subsequently be held to not be a work made for hire or not the exclusive property of the Company, Participant hereby assigns to the Company all of Participant's rights, title, and interest, past, present, and future, to such Works or Trademarks. Participant will not engage in any unauthorized publication or use of such Company Works or Trademarks, nor will Participant use same to compete with or otherwise cause damage to the business interests of the Company.

(iv) It is the purpose and intent of this Section 7(g) to convey to the Company all of the rights (inclusive of moral rights) and interests of every kind, that Participant may hold in Inventions, Works, Trademarks, and other intellectual property that are covered by clauses (g)(i) through (g)(iii) above ("Company Intellectual Property"), past, present, and future; and Participant waives any right that Participant may have to assert moral rights or other claims contrary to the foregoing understanding. It is understood that this means that in addition to the original work product (be it invention, plan, idea, know how, concept, development, discovery, process, method, or any other legally recognized item that can be legally owned), the Company exclusively owns all rights in any and all derivative works, copies, improvements, patents, registrations, claims, or other embodiments of ownership or control arising or resulting from an item of assigned Company Intellectual Property everywhere such may arise throughout the world. The decision whether or not to commercialize or market any Company Intellectual Property is within the Company's sole discretion and for the Company's sole benefit and no royalty will be due to Participant as a result of the Company's efforts to commercialize or market any such invention. In the event that there is any Invention, Work, Trademark, or other form of intellectual property that is incorporated into any product or service of the Company that Participant retains any ownership of or rights in despite the assignments created by this Agreement, then Participant hereby grants to the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives. All assignments of rights provided for in this Agreement are understood to be fully completed and immediately effective and enforceable assignments by Participant of all intellectual property rights in Company Intellectual Property. When requested to do so by the Company, either during or subsequent to employment with the Company, Participant will (A) execute all documents requested by the Company to affirm or effect the vesting in the Company of the entire right, title and interest in and to the Company Intellectual Property at issue, and all patent, trademark, and/or copyright applications filed or issuing on such property; (B) execute all documents requested by the Company for filing and obtaining of patents, trademarks and/or copyrights; and (C) provide assistance that the Company reasonably requires to protect its right, title and interest in the Company Intellectual Property, including, but not limited to, providing declarations and testifying in administrative and legal proceedings with regard to Company Intellectual Property.

(v) Power of Attorney: Participant hereby irrevocably appoints the Company as his or her agent and attorney in fact to execute any documents and take any action necessary for applications, registrations, or similar measures needed to secure the issuance of letters patent, copyright or trademark registration, or other legal establishment of the Company's ownership and control rights in Company Intellectual Property in the event that Participant's signature or other action is necessary and cannot be secured due to Participant's physical or mental incapacity or for any other reason.

(vi) Participant will make and maintain, and not destroy, notes and other records related to the conception, creation, discovery, and other development of Company Intellectual Property. These records shall be considered the exclusive property of the Company and are covered by clauses (g)(i) through (g)(v) above. During employment and for a period of one (1) year thereafter, Participant will promptly disclose to the Company (without revealing the trade secrets of any third party) any Intellectual Property that Participant creates, conceives, or contributes to, alone or with others, that involve, result from, relate to, or may reasonably be anticipated to have some relationship to the line of business the Company is engaged in or its actual or anticipated research or development activity.

(vii) Participant will not claim rights in, or control over, any Invention, Work, or Trademark as something excluded from Section 7(g) because it was conceived or created prior to being employed by the Company (a "Prior Work") unless such item is identified in reasonable detail in a separate writing, signed by Participant and sent to stock.admin@elevancehealth.com on or before the date Participant accepts this Agreement. Participant will not incorporate any such Prior Work into any work or product of the Company without prior written authorization from the Company to do so; and, if such incorporation does occur, Participant grants the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives.

(viii) The assignment provisions in this Section 7(g) are limited to only those inventions that lawfully can be assigned by an employee to an employer. Some examples of state laws limiting the scope of assignable inventions are Delaware Code Title 19 Section 805; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; North Carolina General Statutes Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-l through 34-39-3, "Employment Inventions Act"; and Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140. NOTICE: By accepting this Agreement, Participant acknowledges that to the extent one of the foregoing laws applies, Participant's assignment pursuant to this Section 7(g) will not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Participant's own time, unless: (A) the invention relates directly to the business of the Company or to the Company's actual or anticipated research or development; or (B) the invention results from any work performed by Participant for the Company. Similarly, to the extent California Labor Code Section 2870 or Illinois 765ILCS1060/1-3 "Participants Patent Act" controls, then the notice in the preceding sentence applies, absent the word "directly" in clause (A).

8. Return of Consideration.

(a) If at any time Participant breaches any provision of this Agreement, then:

(i) All unexercised stock options under any Designated Plan (defined below) whether or not otherwise vested shall cease to be exercisable and shall immediately terminate;

(ii) Participant shall forfeit any outstanding restricted stock, restricted stock unit, or other outstanding equity award made under any Designated Plan and not otherwise vested on the date of breach; and

(iii) Participant shall pay to the Company (A) for each share of common stock of the Company ("Common Share") acquired on exercise of an option under a Designated Plan within the 24 months prior to such breach, the excess of the fair market value of a Common Share on the date of exercise over the exercise price, and (B) for each share of restricted stock, restricted stock unit and/or performance stock unit that became vested under any Designated Plan within the 24 months prior to such breach, the fair market value (on the date of vesting) of a Common Share.

Any amount to be repaid pursuant to this Section 8 shall be held by Participant in constructive trust for the benefit of the Company and shall, upon written notice from the Company, within 10 days of such notice, be paid by Participant to the Company. Any amount described in clauses (i) and (ii) that Participant forfeits as a result of a breach of the provisions of Section 7 shall not reduce any money damages that would be payable to the Company as compensation for such breach and shall not reduce or alter the Company's ability to recover payment of severance based on Participant's breach of a restrictive covenant in any severance plan or arrangement between the Company and Participant.

(b) The amount to be repaid pursuant to this Section shall be determined on a gross basis, without reduction for any taxes incurred or withheld, as of the date of the realization event, and without regard to any subsequent change in the fair market value of a Common Share. The Company shall have the right to offset such amount against any amounts otherwise owed to Participant by the Company (whether as wages, vacation pay, or pursuant to any benefit plan or other compensatory arrangement other than any amount pursuant to any nonqualified deferred compensation plan under Section 409A of the Code).

(c) For purposes of this Section 8, a "Designated Plan" is each stock option, restricted stock, or other equity compensation or long-term incentive compensation plan under which Participant has received equity awards from the Company.

(d) The return of consideration under this Section 8 is meant to reimburse the Company for some of the harm caused by Participant's wrongful conduct; however, it is not a full measure of the damage caused by Participant's conduct and does not preclude the Company from seeking the recovery of any and all damages caused by Participant and injunctive relief.

9. Equitable Relief, Remedies, Reformation, Assignment, Jury Trial Waiver, and Miscellaneous

(a) Participant acknowledges that each provision of Sections 7 and 8 of this Agreement is reasonable and necessary to preserve the legitimate business interests of the Company, its present and potential business activities and the economic benefits derived therefrom; that they will not prevent him or her from earning a livelihood in Participant's chosen business and are not an undue restraint on the trade of Participant, or any of the public interests which may be involved.

(b) Participant agrees that beyond the amounts otherwise to be provided under Section 8 this Agreement, the Company will be damaged by a violation of the terms of this Agreement and the amount of such damage may be difficult to measure. Participant agrees that if Participant commits or threatens to commit a breach of any of the covenants and agreements contained in Section 7 then, to the extent permitted by applicable law, the Company shall have the right to seek and obtain all appropriate injunctive and other equitable remedies, without posting bond therefor, except as required by law, in addition to any other rights and remedies that may be available at law or under this Agreement, it being acknowledged and agreed that any such breach would cause irreparable injury to the Company and that money damages would not provide an adequate remedy. Tolling: Further, if Participant violates Section 7 hereof Participant agrees that the period of violation shall be added to the period in which Participant's activities are restricted.

(c) The parties agree that the covenants contained herein are severable. If an arbitrator or court shall hold that the duration, scope, area, or activity restrictions stated herein are unreasonable under circumstances then existing, or under applicable state law, the arbitrator or court shall reform or modify the restrictions or enforce the restrictions to such lesser extent as is allowed by law.

(d) EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(e) In the event of a breach of this Agreement, the prevailing party shall be entitled to the recovery of its reasonable attorneys' fees and expenses (including not only costs of court, but also expert fees, travel expenses, and other expenses incurred), and any other legal or equitable relief allowed by law.

(f) Nothing in this Agreement limits or reduces any common law or statutory duty Participant owes to the Company, nor does this Agreement limit or eliminate any remedies available to the Company for a violation of such duties. This Agreement will survive the expiration or termination of Participant's employment with the Company and/or any assignee pursuant to Section 9(g) and shall, likewise, continue to apply and be valid notwithstanding any change in Participant's duties, responsibilities, position, or title. Nothing in this Agreement creates a contract for term employment or limits either party's right to end the employment relationship between them.

(g) This Agreement, including the restrictions on Participant's activities set forth herein, also applies to any parent, subsidiary, affiliate, successor and assign of the Company to which Participant provides services or about which Participant receives Confidential Information. The Company shall have the right to assign this Agreement at its sole election without the need for further notice to or consent by Participant.

(h) This instrument and the Plan contain the entire agreement between the Parties with respect to the subject matter hereof (the grant contemplated by this Agreement). All representations, promises, and prior or contemporaneous understandings regarding this grant are merged into, and expressed in this instrument. If Participant is subject to a prior agreement (including any prior equity award agreement) with the Company containing confidentiality, non-solicitation, noncompetition and/or invention assignment provisions, then by accepting this Agreement, Participant acknowledges and agrees that the confidentiality, non-solicitation,

noncompetition, and/or invention assignment provisions of this Agreement (including but not limited to those set forth in Sections 7, 8, and 9 and Appendix A) shall supersede those in any such prior agreements and shall apply thereunder as if fully set forth therein. The preceding sentence shall not apply to supersede or otherwise invalidate any legally enforceable restrictive covenant of a longer duration than set forth herein, if such covenant was entered into in connection with the sale of a business. This Agreement shall not be amended, modified, or supplemented without the written agreement of the Parties at the time of such amendment, modification, or supplement and must be signed by an officer of the Company (unless such amendment, modification, or supplementation is by order of a court or arbitrator). The headings herein are for convenience only and shall not affect the terms of the Agreement.

10. Survival of Provisions. The obligations contained in this Agreement shall survive the Termination of Participant's employment with the Company according to their terms and shall be fully enforceable thereafter.

11. Cooperation. Upon the receipt of reasonable notice from the Company (including from outside counsel to the Company), Participant agrees that while employed by the Company and for two years (or, if longer, for so long as any claim referred to in this Section remains pending) after Participant's Termination, Participant will respond and provide information with regard to matters in which Participant has knowledge as a result of Participant's employment with the Company, and will provide reasonable assistance to the Company, its Affiliates and their respective representatives in defense of any claims that may be made against the Company or any Affiliate, and will assist the Company and its Affiliates in the prosecution of any claims that may be made by the Company or any Affiliate, to the extent that such claims may relate to the period of Participant's employment with the Company (or any predecessor); provided, that with respect to periods after Participant's Termination, the Company shall reimburse Participant for any out-of-pocket expenses incurred in providing such assistance and if Participant is required to provide more than ten (10) hours of assistance per week after Participant's Termination then the Company shall pay Participant a reasonable amount of money for his/her services at a rate agreed to between the Company and Participant; and provided further that after Participant's Termination such assistance shall not unreasonably interfere with Participant's business or personal obligations. Participant agrees to promptly inform the Company if Participant becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company or any Affiliate. Participant also agrees to promptly inform the Company (to the extent Participant is legally permitted to do so) if Participant is asked to assist in any investigation of the Company or any Affiliate (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or any Affiliate with respect to such investigation and shall not do so unless legally required. Provided, however, that Participant is not required to inform the Company of any investigation by a governmental agency or entity resulting from the reporting of possible violations of federal securities law or regulation to any governmental agency or entity, and Participant may participate in such investigation, without informing the Company.

12. No Rights as a Shareholder. Participant shall have no rights of a shareholder (including, without limitation, dividend and voting rights) with respect to the Performance Stock Units, for record dates occurring on or after the Grant Date and prior to the date any such Performance Stock Units vest in accordance with this Agreement.

13. No Right to Continued Employment. Neither the Performance Stock Units nor any terms contained in this Agreement shall confer upon Participant any express or implied right to be retained in the employment or service of the Company or any Affiliate for any period, nor restrict in any way the right of the Company, which right is hereby expressly reserved, to terminate Participant's employment or service at any time for any reason, subject to applicable law. Participant acknowledges and agrees that any right to have restrictions on the Performance Stock Units lapse is earned only by continuing as an Employee of the Company or an Affiliate or satisfaction of any other applicable terms and conditions contained in the Plan and this Agreement, and not through the act of being hired, being granted the Performance Stock Units, or acquiring Shares hereunder.

14. The Plan. This Agreement is subject to all the terms, provisions, and conditions of the Plan, which are incorporated herein by reference, and to such regulations as may from time to time be adopted by the Committee. Unless defined herein, capitalized terms are as defined in the Plan. In the event of any conflict between the provisions of the Plan and this Agreement, the provisions of the Plan shall control, and this Agreement shall be deemed to be modified accordingly. The Plan and the prospectus describing the Plan can be found on the Company's HR intranet. A paper copy of the Plan and the prospectus shall be provided to Participant upon

Participant's written request to the Company at Elevance Health, Inc., 220 Virginia Avenue, Indianapolis, Indiana 46204, Attention: Corporate Secretary, Shareholder Services Department.

15. Compliance with Laws and Regulations .

(a) The Performance Stock Units and the obligation of the Company to deliver Shares hereunder shall be subject in all respects to (i) all applicable Federal and state laws, rules, and regulations and (ii) any registration, qualification, approvals, or other requirements imposed by any government or regulatory agency or body which the Committee shall, in its discretion, determine to be necessary or applicable. Moreover, the Company shall not deliver any certificates for Shares to Participant or any other person pursuant to this Agreement if doing so would be contrary to applicable law. If at any time the Company determines, in its discretion, that the listing, registration or qualification of Shares upon any national securities exchange or under any state or Federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable, the Company shall not be required to deliver any certificates for Shares to Participant or any other person pursuant to this Agreement unless and until such listing, registration, qualification, consent or approval has been effected or obtained, or otherwise provided for, free of any conditions not acceptable to the Company.

(b) The Shares received upon the expiration of the applicable portion of the Performance Period shall have been registered under the Securities Act of 1933 ("Securities Act"). If Participant is an "affiliate" of the Company, as that term is defined in Rule 144 under the Securities Act ("Rule 144"), Participant may not sell the Shares received except in compliance with Rule 144. Certificates representing Shares issued to an "affiliate" of the Company may bear a legend setting forth such restrictions on the disposition or transfer of the Shares as the Company deems appropriate to comply with Federal and state securities laws.

(c) If, at any time, the Shares are not registered under the Securities Act, and/or there is no current prospectus in effect under the Securities Act with respect to the Shares, Participant shall execute, prior to the delivery of any Shares to Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which Participant represents and warrants that Participant is purchasing or acquiring the shares acquired under this Agreement for Participant's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such Shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the Shares being offered or sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption Participant shall, prior to any offer for sale of such Shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Company, from counsel for or approved by the Company, as to the applicability of such exemption thereto.

16. Code Section 409A Compliance . Except with respect to Participants who are Retirement eligible or become Retirement eligible before the calendar year containing the Vesting Date as shown on the Grant Notice, it is intended that this Agreement meet the short-term deferral exception from Code Section 409A. This Agreement and the Plan shall be administered in a manner consistent with this intent and any provision that would cause the Agreement or Plan to fail to satisfy this exception shall have no force and effect. Notwithstanding anything contained herein to the contrary, Shares in respect of any Performance Stock Units that (a) constitute "nonqualified deferred compensation" as defined in Code Section 409A and (b) vest as a consequence of Participant's Termination shall not be delivered until the date that Participant incurs a "separation from service" within the meaning of Code Section 409A (or, if Participant is a "specified employee" within the meaning of Code Section 409A and the regulations promulgated thereunder, the date that is six months following the date of such "separation from service" (or death, if earlier). In addition, each amount to be paid or benefit to be provided to Participant pursuant to this Agreement that constitutes deferred compensation subject to Code Section 409A, shall be construed as a separate identified payment for purposes of Code Section 409A.

17. Notices. All notices by Participant or Participant's assignees shall be addressed to Elevance Health, Inc., 220 Virginia Avenue, Indianapolis, Indiana 46204, Attention: Stock Administration, or such other address as the Company may from time to time specify. All notices to Participant shall be addressed to Participant at Participant's address in the Company's records.

18. Other Plans. Participant acknowledges that any income derived from the Performance Stock Units shall not affect Participant's participation in, or benefits under, any other benefit plan or other contract or arrangement maintained by the Company or any Affiliate.

19. Recoupment Policy for Incentive Compensation. The Company's Recoupment Policy for Incentive Compensation, as may be amended from time to time, shall apply to the Performance Stock Units, any Shares delivered hereunder, and any profits realized on the sale of such Shares to the extent that Participant is covered by such policy. If Participant is covered by such policy, the policy may apply to recoup Performance Stock Units awarded, any Shares delivered hereunder or profits realized on the sale of such Shares either before, on or after the date on which Participant becomes subject to such policy.

ELEVANCE HEALTH, INC.
By:

_____

Printed: Ramiro G. Peru
Its: Chair, Compensation and Talent Committee
of the Board of Directors

APPENDIX A

Alabama:

If Alabama law is deemed to apply, then the following applies to Participant: (a) Section 7(d) is rewritten as follows: "While employed and for a period of twelve (12) months from Termination, Participant will not participate in soliciting any Covered Employee of the Company who is in a Sensitive Position to leave the employment of the Company on behalf of (or for the benefit of) a Competitor nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a "Covered Employee" is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding which Participant received Confidential Information during the Look Back Period. An Employee in a "Sensitive Position" refers to an Employee who is uniquely essential to the management, organization, or service of the business;" and (b) Section 7(c) is limited to prohibiting the solicitation of persons or entities who have a current business relationship with the Company.

Arizona:

If Arizona law is deemed to apply, then the following applies to Participant: (a) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; and (b) the restrictions in Section 7(c) shall be limited to the Restricted Territory.

Arkansas, Connecticut, Montana, and South Carolina:

If Arkansas, Connecticut, Montana, or South Carolina law is deemed to apply, then the following applies to Participant: Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

California:

If California law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; (b) the Employee non-solicitation restrictions in Section 7(d) shall not apply; and (c) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law). The preceding sentence supersedes any contradictory provision in any prior agreements between Participant and the Company regarding noncompetition or non-solicitation.

Colorado:

If Colorado law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(b) is aided by Participant's use or disclosure of the Company's trade secrets.

(b) Section 7(c) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than sixty percent (60%) of the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(c) is aided by Participant's use or disclosure of the Company's trade secrets.

(c) Section 7(d) shall not apply.

(d) "Annualized Cash Compensation" means: (1) the amount of gross salary or wage amount, the fee amount, or other compensation amount for the full year, if the worker was employed or engaged for a full year; or (2) the compensation that the worker would have earned, based on the worker's gross salary or wage amount, fee, or other compensation if the worker was not employed or engaged for a full year. In determining whether a worker's cash compensation exceeds the threshold amount, where the worker has been employed for less than a calendar year, the worker's cash compensation exceeds the threshold amount if the worker would reasonably expect to earn more than the threshold amount during a calendar year of employment.

(e) “Threshold Amount for Highly Compensated Workers” means the greater of the threshold amount for highly compensated workers as determined by the Division of Labor Standards and Statistics in the Department of Labor and Employment, as of August 10, 2022 or the date Participant accepts this Agreement.

(f) Nothing contained in this Agreement shall be construed to prohibit Participant from disclosing information that: (1) arises from Participant’s general training, knowledge, skill, or experience, whether gained on the job or otherwise; (2) is readily ascertainable to the public; or (3) a worker otherwise has a right to disclose as legally protected conduct.

(g) Participant acknowledges that Participant received notice of this Agreement (including, but not limited to, the provisions of Section 7: (1) before Participant accepted the Company’s offer of employment (if Participant is a new hire); or (2) at least fourteen (14) days before the earlier of (I) Participant’s acceptance of this Agreement, or (II) the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the covenants in Section 7.

Georgia:
If Participant resides in Georgia and is subject to Georgia law, then Section 7(d) shall be limited to targeting for solicitation or hire Employees who are located within the Restricted Territory.

Illinois:

If Participant resides in Illinois and is subject to Illinois law, then:

(a) The provisions of Section 7(c) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(b) The provisions of Section 7(d) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(c) The provisions of Section 7(b) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $75,000 per year in 2022-2026, $80,000 per year in 2027-2031, $85,000 per year in 2032-2036, and $90,000 beginning on January 1, 2037;

(d) The provisions of Section 7(b) shall not apply if Participant is covered by a collective bargaining agreement under the Illinois Public Relations Act;

(e) Participant’s nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant’s Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret;

(f) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so; and

(g) If Participant is a new hire, Participant acknowledges that Participant has been provided a copy of this Agreement at least 14 calendar days before the commencement of employment. If Participant is an existing Employee, Participant acknowledges that Participant has been given at least 14 calendar days to review this Agreement.

Indiana:
If Participant resides in Indiana and is subject to Indiana law, then the restrictions on Participant under Section 7(d) shall apply only with respect to soliciting, hiring, attempting to solicit or hire, or participating in any attempt to solicit or hire individuals who themselves had access to Confidential Information in the prior six months.

Louisiana:

If Louisiana law is deemed to apply, then the following applies to Participant: (a) the "Restricted Territory" defined in Section 7 of the Agreement is understood to cover the following parishes in Louisiana and all counties outside Louisiana where Participant had responsibilities for the Company: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, DeSoto, East Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, LaSalle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, Winn; and (b) the restrictions in Section 7(c) (as well as Section 7(b)) shall be limited to the foregoing parishes and counties.

Maine:

If Maine law is deemed to apply, then the following applies to Participant: (a) Participant acknowledges that if Participant is a new hire Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company and was given at least three business days to consider the Agreement before signing; (b) Section 7(b) will not take effect until one year of employment or a period of six months from the date the agreement is signed, whichever is later; and (c) Section 7(b) shall not apply if Participant earns at or below 400% of the federal poverty level.

Maryland:

If Maryland law is deemed to apply, then the following applies to Participant: Section 7(b) shall not apply if Participant earns equal to or less than $15/hour or $31,200 annually.

Massachusetts:

If Participant resides or works in Massachusetts for at least the thirty days preceding Participant's Termination, then the Company will notify Participant within ten (10) business days of Participant's Termination whether the Company decides to waive Section 7(b) or make these provisions enforceable by paying Participant garden leave as provided by the Massachusetts Noncompetition Agreement Act, G.L. c. 149, S. 24L. In addition, if Massachusetts law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) will not apply if Participant's employment is terminated without "cause" or if Participant is terminated as part of a reduction in force. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, "cause" to terminate Participant's employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of Participant's position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant's duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community;

(b) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so;

(c) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Participant's Termination (as well as while Participant is employed by the Company); however, if Participant breaches Section 7(b) of this Agreement, and also breaches Participant's fiduciary duty to the Company and/or has unlawfully taken, physically or electronically, any Company records, then such Restricted Period shall be extended to a period of two (2) years from Termination;

(d) Participant acknowledges that (i) if Participant is being initially hired by the Company, that Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company or at least ten (10) business days before commencement of Participant's employment by the Company, whichever came first; or (ii) if Participant was already employed by the Company at the time of signing this Agreement, that Participant was provided a copy hereof at least ten (10) business days before the effective date of this Agreement;

(e) the tolling language Section 10(b) shall only apply to any breach of Section 7(c) and (d) (i.e., the tolling language shall not apply to Section 7(b)); and

(f) Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; 18 years or younger; or an undergraduate or graduate student in an internship or other short-term employment relationship while enrolled in college or graduate school.

Minnesota:
If Minnesota law is deemed to apply, then the restrictions in Section 7(b) shall be limited to situations in which Participant is aided in his or her conduct by the use or disclosure of Confidential Information.

Nebraska:

If Nebraska law is deemed to apply, then the following applies to Participant: (a) Section 7(c) is limited to the solicitation of persons or entities with which Participant did business and had personal business-related contact during the Look Back Period; and (b) Section 7(b) is limited to restricting Participant from working for a Company client or account with whom the Participant did business and had personal business-related contact during the Look Back Period.

Nevada:

If Nevada law is deemed to apply, then the following applies to Participant: (a) Section 7 does not preclude Participant from providing services to any former client or customer of the Company if: (1) Participant did not solicit the former customer or client; (2) the customer or client voluntarily chose to leave and seek services from Participant; and (3) Participant is otherwise complying with the limitations in this Agreement as to time and scope of activity to be restrained; and (b) Section 7(b) does not apply if Participant is paid solely an hourly wage, exclusive of tips or gratuities.

New Hampshire:

If New Hampshire law is deemed to apply, then the following applies to Participant: (a) Section 7(b) does not apply if Participant earns an hourly rate less than or equal to 200 percent of the federal minimum wage; and (b) Participant acknowledges that Participant was given a copy of this Agreement prior to a change in job classification or the offer of employment.

New York:

If New York law is deemed to apply, then the following applies to Participant: Section 7(c) shall be modified to exclude those clients or customers who became a client or customer of the Company as a result of Participant's independent contact and business development efforts with the customer or client prior to and independent from his/her employment with the Company.

North Carolina:

If North Carolina law is deemed to apply, then the following applies to Participant: (a) the Look Back Period shall be calculated looking back twenty-four (24) months from the date of enforcement and not from the date Participant's employment ends; and (b) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

North Dakota:

If North Dakota law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; and (b) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law).

Oklahoma:

If Oklahoma law is deemed to apply, then the following applies to Participant: (i) Section 7(c) is limited to preclude only the direct solicitation of established customers of the Company for the purpose of doing any business that would compete with the Company's business; and (ii) the noncompetition restrictions in Section 7(b) shall not apply.

Oregon:

If Oregon law is deemed to apply, then the following applies to Participant: the restrictions in Section 7(b) shall apply only if: (a) Participant is engaged in administrative, executive or professional work and performs predominantly intellectual, managerial, or creative tasks, exercises discretion and independent judgment and earns a salary or is otherwise exempt from Oregon's minimum wage and overtime laws; (b) the Company has a "protectable interest" (meaning, access to trade secrets or competitively sensitive confidential business or professional information); and (c) the total amount of Participant's annual gross salary and commission, calculated on an annual basis, at the time of Participant's Termination, exceeds $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. However, if Participant does not meet requirements of either (a) or (c) (or both), the Company may, on a case-by-case basis, decide to make Section 7(b) enforceable as to Participant (as allowed by Oregon law), by agreeing in writing to pay Participant, during the period of time Participant is restrained from competing, the greater of: (i) compensation equal to at least 50 percent of Participant's annual gross base salary and commissions at the time of Termination; or (ii) fifty percent of $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. In addition, if Participant is a new hire, Participant acknowledges that Participant was notified in a written offer of employment received at least two weeks before the commencement of employment that a noncompetition agreement was a condition of employment. If Participant is an existing Employee, Participant acknowledges that this Agreement was entered into upon a subsequent bona fide advancement of Participant by the Company; namely the Company is conferring upon Participant equity awards that, if accepted by Participant, will supplement Participant's compensation.

Puerto Rico:

If Puerto Rico law is deemed to apply, then the following applies to Participant: (a) the Restricted Period and the Look Back Period in Section 7 shall be, in each case, only a period of twelve (12) months; (b) the Restricted Territory shall be limited to the territory of Puerto Rico; (c) the customer restriction in Section 7(c) shall be limited to clients, accounts, and medical care providers that were personally serviced by Participant during the Look Back Period and had an active business relationship with the Company within the last thirty (30) days prior to Participant's Termination; and (d) the tolling provision in Section 10(b) shall not apply.

Rhode Island:

If Rhode Island law is deemed to apply, then Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; an undergraduate or graduate student in an internship or short-term employment relationship; 18 years of age or younger; or a low wage Participant (defined as earning less than 250% of the federal poverty level).

Utah:

If Utah law is deemed to apply, then the following applies to Participant: (a) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Termination (as well as while Participant is employed by the Company).

Virginia:

If Virginia law is deemed to apply, then the following applies to Participant: (a) Section 7(b)-(d) shall not apply if Participant is a “low wage Participant.” A “low wage Participant” refers to a Participant whose average weekly earnings (calculated by dividing Participant's earnings during the period of 52 weeks immediately preceding Termination by 52, or if Participant worked fewer than 52 weeks, by the number of weeks that Participant was actually paid during the 52-week period) are less than the average weekly wage of the Commonwealth of Virginia as determined pursuant to subsection B of Virginia Code § 65.2-500. "Low-wage Participant" includes interns, students, apprentices, or trainees employed, with or without pay, at a trade or occupation in order to gain work or educational experience. "Low-wage Participant" also includes an individual who has independently contracted with another person to perform services independent of an employment relationship and who is compensated for such services by such person at an hourly rate that is less than the median hourly wage for the Commonwealth of Virginia for all occupations as reported, for the preceding year, by the Bureau of Labor Statistics of the U.S. Department of Labor. However, "low-wage Participant" does not include any Participant whose earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses paid to Participant by the Company; (b) Section 7 does not preclude Participant from providing services to any client or customer of the Company if Participant did not initiate contact with or solicit the former customer or client; and (c) Participant’s nondisclosure obligation in Section 7(a) shall extend for a period of three (3) years after Participant’s Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

Washington (state):

If Participant resides in Washington at the time this Agreement is entered, Participant acknowledges that Participant was given at least ten (10) business days to consider this Agreement before accepting it.

In addition, if Washington law controls, then for so long as Washington law controls, the Agreement will be modified and applied as follows:

(a) Section 7(b) shall apply following Termination only if Participant’s annualized earnings from the Company exceed $100,000.00 per year (adjusted annually in accordance with Section 5 of Washington HP 1450), and Section 7(b) shall apply during employment only if Participant earns at least twice the Washington minimum hourly wage (subject to the common law duty of loyalty and the Company’s Code of Conduct);

(b) for purposes of the application of the non-competition provision in Section 7(b), Participant understands that the non-competition provision will not be enforced against Participant if Participant is terminated from employment without “cause” or if Participant is laid off, unless the Company pays Participant during the Restricted Period an amount equal to Participant’s base salary at Termination less any compensation earned by Participant during the Restricted Period. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, “cause” to terminate Participant’s employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of my position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant’s duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community; and

(c) Participant further acknowledges that if Participant is a new Employee, Participant has had advance notice of the terms of this Agreement prior to accepting the Company’s offer of employment.

Washington, D.C.

Participant acknowledges that Participant was given a copy of Washington, D.C., Council Bill 24-256 (“Bill 24-256”) prior to or contemporaneously with accepting this Agreement.

If Participant is a “Covered Employee” as defined by Bill 24-256 and Participant is not a “Highly Compensated Employee,” as defined by Bill 24-256, the following applies to Participant: (1) Section 7(b) shall not apply; (2) “Confidential Information” shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) Participant is precluded, during Participant’s employment with the Company, from accepting money or a thing of value for performing work for a person other than the Company, where doing so can reasonably be concluded to result in (a) Participant’s disclosure or use of Confidential Information or “Proprietary employer information,” as defined by Bill 24-256; (b) a conflict with the Company’s established rules regarding conflicts of interest, or (c) impairment of the Company’s ability to comply with federal law, the law of the District of Columbia, or a contract or grant agreement.

If Participant is a “Covered Participant” as defined by Bill 24-256 and Participant is a “Highly Compensated Participant,” as defined by Bill 24-256, the following applies to Participant: (1) Participant acknowledges that Participant was given a copy of this Agreement at least 14 days before Participant commenced employment with the Company (if Participant is a new hire) or Participant was given a copy of this Agreement at least 14 days before Participant was required to accept this Agreement (if Participant is an existing Employee); (2) “Confidential Information” shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) the Restricted Period for purposes of the non-competition provision in Section 7(b) shall be limited to a period of twelve (12) months following Termination (and while Participant is employed by the Company); and (4) Participant is notified that The District of Columbia Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from “highly compensated employees” under certain conditions. The Company has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

Wisconsin:

If Wisconsin law is deemed to apply, then the following applies to Participant: (a) Participant’s nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant’s Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; (b) the tolling provision in Section 10(b) shall not apply; and (c) Section 7(d) is rewritten as follows: “While employed and for a period of twelve (12) months following Termination, Participant will not participate in soliciting any “Covered Employee” of the Company that is in a “Sensitive Position” to leave the employment of the Company on behalf of (or for the benefit of) a Competitor; nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a “Covered Employee” is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding whom Participant received Confidential Information during the Look Back Period. A Participant in a “Sensitive Position” refers to an Employee who is in a management, supervisory, sales, research and development, or similar role where the Employee is provided Confidential Information or is involved in business dealings with the Company’s clients.”

EXHIBIT 10.4

Elevance Health

EXECUTIVE AGREEMENT PLAN

(Amended and Restated as of March 1, 2024)

TABLE OF CONTENTS

Elevance Health
Executive Agreement Plan
(Amended and Restated as of March 1, 2024)

ARTICLE 1

PURPOSE AND INTENT

1.1 Purpose and Intent. Elevance Health, Inc., an Indiana corporation with its principal place of business in Indianapolis, Indiana ("Elevance Health"), maintains the Elevance Health Executive Agreement Plan (the "Plan"), most recently amended and restated effective June 28, 2022. The Plan is hereby amended and restated effective March 1, 2024. Words and phrases used with initial capitals in the Plan and not otherwise defined when first used are defined in Article 8.

The Plan is intended to provide certain key executive employees of Elevance Health and its subsidiaries and affiliates (collectively, the "Company") compensation if they are involuntarily terminated with an Eligible Separation of Service, as that term is defined below, so as to attract and retain such employees and motivate them to enhance the value of the Company. The Plan is intended to be an unfunded welfare plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or, to the extent it is determined to be a pension plan subject to ERISA, an unfunded pension plan maintained primarily for the purpose of providing deferred compensation to a select group of management or highly compensated employees. Participation in the Plan does not affect the at-will nature of the Participant's employment with the Company.

ARTICLE 2

ELIGIBILITY AND PARTICIPATION

2.1 Participation. An Executive (as defined in Article 8) shall become a Participant ("Participant") upon mutual execution by the Executive and the Company of an agreement, substantially in the form attached as Exhibit A ("Employment Agreement") within the time period stated below. Each such executed Employment Agreement shall form part of this Plan and is incorporated into this Plan by this reference. As soon as practicable after the date an individual becomes an Executive, the Committee or its delegate shall deliver a copy of the Plan to the Executive, advise the Executive of his or her eligibility, and offer him or her for a period of forty- five (45) days the opportunity to enter into an Employment Agreement. If an Executive does not enter into an Employment Agreement within such forty-five (45) day period, the Executive shall have no further opportunity to become a Participant in the Plan unless either the Chief Executive Officer or the Chief Human Resources Officer of the Company or his or her delegate, in his or her sole discretion, in writing, affords the Executive a new or extended opportunity to become a Participant in the Plan.

2 . 2 Termination of Participation. A Participant's participation in the Plan shall automatically terminate, without notice to or consent of the Participant, upon the earliest to occur of the following events:

(a) termination of the Participant's employment with the Company for any reason that is not an Eligible Separation from Service as defined below;

(b) the one-year anniversary of a written notice (pursuant to the terms of the Employment Agreement) of the termination of the Participant's Employment Agreement.

ARTICLE 3

SEVERANCE BENEFITS

3.1 Eligible Separation from Service. Each Participant shall be entitled to Severance Pay and other benefits under the Plan in the amount set forth in Sections 3.2 and 3.3 (and, if applicable, Sections 4.3, 4.4, and 4.5) (collectively, "Severance Benefits") only if the Participant incurs an Eligible Separation from Service while a Participant. Entitlement to Severance Benefits is subject to the terms and conditions of this Plan, including the Participant's compliance with Section 3.6 hereof and the Participant's execution and delivery of a valid and unrevoked Waiver and Release Agreement as required by Section 3.5. For this purpose, an "Eligible Separation from Service" is:

(a) a Separation from Service by reason of a termination of the Participant's employment by the Company for any reason other than death, disability, Cause, or Transfer of Business; or

(b) a Separation from Service by reason of a termination of the Participant's employment by the Participant for Good Reason.

Severance Benefits shall be payable with respect to a Separation from Service only if the separation meets the above definition of Eligible Separation from Service. For avoidance of doubt, none of the following shall be an Eligible Separation from Service: (i) termination of the Participant's employment upon death or disability, (ii) termination of the Participant's employment by the Company for Cause or upon Transfer of Business, or (iii) any voluntary resignation that does not constitute a termination of the Participant's employment for Good Reason.

3.2 Severance Pay.

(a) The aggregate amount of severance pay ("Severance Pay") to which a Participant who incurs an Eligible Separation from Service is entitled under the Plan shall be the product of the amount described in clause (i), multiplied by the applicable percentage described in clause (ii), with such product then reduced by the amount, if any, described in clause (iii), each as set forth below and taking into account clause (iv) below. Severance Pay shall be payable, as described in Section 3.4, over the applicable period ("Severance Period") described in clause (iv) and specified in the table that follows. For the avoidance of doubt, Severance Pay is calculated and expressed in the aggregate and not as an annual amount.

(i) If a Vice President, Senior Vice President, Executive Vice President, or Chief Executive Officer, the amount described in this clause is the sum of the Participant's

Annual Base Salary and Annual Target Bonus; if an Other Key Executive, the amount described in this clause is only the Participant's Annual Base Salary;

(ii) The applicable percentage set forth in the table below, as determined under clause (iv) below, for the Participant's employment classification at the time of the Eligible Separation from Service (but disregarding any adverse change in employment classification during an Imminent Change in Control Period or within thirty-six (36) months after a Change in Control).

(iii) The amount described in this clause is the sum of: (A) any severance or similar amounts payable to the Participant pursuant to any national, state, or local law, regulation, or other governmental provision within or outside the United States, including but not limited to payments under the Federal Worker Adjustment and Retraining Notification Act (WARN); and (B) any termination, severance, or similar amounts payable to the Participant under any other termination or severance plan, policy, or program of the Company (including, for the avoidance of doubt, any individual agreement covering the Participant or corporate transaction agreement to which the Company is a party that provides for payment of such amounts to the Participant).

(iv) In the event a Participant's Eligible Separation from Service occurs outside an Imminent Change in Control Period and outside the thirty-six (36) month period following a Change in Control, the applicable percentage is the percentage set forth in column (A) below and the applicable Severance Period is the period set forth in column (B) below. In the event the Participant's Eligible Separation from Service occurs either (I) within an Imminent Change in Control Period and the contemplated Change in Control occurs within one year of the Participant's Eligible Separation from Service, or (II) within the thirty-six (36) month period following a Change in Control, then the applicable percentage is the percentage set forth in column (C) below and the applicable Severance Period is the period set forth in column (D) below.

	(A)	**(B)**	**(C)**	**(D)**
Position	**Percentage (absent Change in Control)**	**Severance Period (absent Change in Control)**	**Percentage (Change in Control)**	**Severance Period (Change in Control)**
Other Key Executive	100%	One year	100%	One year
Senior Vice President or Vice President	100%	One year	100%	One year
Executive Vice President [1] or Chief Executive Officer	200%	Two years	300%	Three years
Executive Vice President[2]	200%	Two years	200%	Two years

[1]Applies to an Executive who became a Participant before May 15, 2018, is classified as an Executive Vice President as of May 15, 2018, and remains an Executive Vice President until the time of an Eligible Separation from Service as provided in (ii) of Section 3.2(a).

[2]Applies to an Executive classified as an Executive Vice President at the time of an Eligible Separation from Service as provided in (ii) of Section 3.2(a) and who either (a) first became a Participant on or after May 15, 2018, or (b) is a Participant as of May 14, 2018, in another employment classification and his or her employment classification changes to Executive Vice President on or after May 15, 2018.

(b) Example of Severance Pay calculation under Section 3.2(a): For an Executive Vice President who incurs an Eligible Separation from Service outside of a Change in Control period, Severance Pay is calculated as (Annual Base Salary + Annual Target Bonus) x 200% and, because the applicable Severance Period is two years, the result is divided by 24 months to determine the amount payable each month (or divided by 48 to determine a semi-monthly amount).

(c) There shall be no duplication of severance benefits in any manner. For example, no Participant shall be entitled to Severance Pay hereunder for more than one position with the Company.

(d) A Participant receiving Severance Pay shall not be obligated to secure new employment, but each Participant shall report promptly to the Company any actual employment obtained during the Severance Period. Severance Pay under the Plan shall not be subject to mitigation except: (i) as described in the reduction and nonduplication provisions of Sections 3.2(a)(iii) and 3.2(b); and (ii) under Section 3.3 with respect to eligibility for health benefits and life insurance coverage. Severance Pay shall be subject to Section 3.7 (“Return of Consideration”).

(e) Severance Periods shall be measured from the date of the Eligible Separation from Service.

3.3 Other Benefits During Severance Period.

(a) Severance Benefits for a Participant entitled to Severance Pay pursuant to Section 3.2 shall include the following additional benefits during the applicable Severance Period:

(i) continued participation for him or her (and for his or her eligible dependents) in the Company’s health benefit plan on the same basis (other than payment of contributions) applicable to active employees from time to time; provided that the Participant and his or her eligible dependents assume the cost, on an after-tax basis, for such continued coverage, and further provided that this coverage shall terminate prior to the end of the Severance Period when the Participant (or his or her eligible dependents, as applicable) becomes entitled to health benefit plan coverage (whether or not comparable to plans of the Company) from any successor employer; and

(ii) on or about January 31 of the year following the year in which the Separation from Service occurs and continuing on or about each January 31 until the year following the year in which the Participant’s health benefit plan coverage ceases pursuant to Section 3.3(a)(i), the Company will make a payment to the Participant equal to the amount the Participant paid during the immediately preceding calendar year for health benefit plan continuation coverage described in Section 3.3(a)(i) that exceeds the amount that the Participant would have paid if the Participant paid for such continued health benefit plan coverage on the same basis as applicable to active employees, provided that each such

cash payment by the Company pursuant to this Section 3.3(a)(ii) shall be considered a separate payment and not one of a series of payments for purposes of Section 409A; and

(iii) continued participation for him or her in the Company's life insurance benefit plan on the same basis (including payment of contributions) as active employees from time to time (and subject to any applicable conversion rights); provided that this coverage shall terminate prior to the end of the Severance Period when the Participant (or his or her eligible dependents, as applicable) becomes entitled to life insurance benefit plan coverage (whether or not comparable to coverage of the Company) from any successor employer; and

(iv) if the cash credits portion of the Directed Executive Compensation program is available to active employees at the Participant's Executive level and the Executive was a Participant prior to June 1, 2018, the continuation of Directed Executive Compensation monthly cash payments, provided that each such cash payment by the Company pursuant to this Section 3.3(a)(iv) shall be considered a separate payment and not one of a series of payments for purposes of Section 409A; and

(v) if the core credits portion of the Directed Executive Compensation program is available to active employees at the Participant's Executive level and the Executive was a Participant prior to June 1, 2018, the Company shall reimburse the Participant's expenses for eligible expenses during the Severance Period. Such reimbursement shall be made no later than the last day of the calendar year following the calendar year in which the Participant incurs the eligible expense. In no event will the amount of expenses so reimbursed by the Company in one year affect the amount of expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Each reimbursement of the Participant's expenses pursuant to this Section 3.3(a)(v) shall be considered a separate payment and not one of a series of payments for purposes of Section 409A.

Neither Executive nor his or her dependents shall be eligible for continued participation in any disability income plan or travel accident insurance plan, or for active participation in any tax- qualified or nonqualified retirement plan of the Company during the Severance Period. Nothing herein shall be deemed to restrict the right of the Company to amend or terminate any plan in a manner generally applicable to active employees.

(b) The period of continuation coverage to which the Participant is entitled (at the Participant's sole expense and subject to timely election by the Participant and/or any eligible dependents) under Section 601 et seq. of ERISA (the "COBRA Continuation Period") shall begin when coverage described in Section 3.3(a)(i) ends.

(c) Eligible Participants shall be entitled to reasonable outplacement counseling with an outplacement firm of the Company's selection in a form and manner determined by the Company, provided, however, that a Participant must conclude such services by December 31st of the second taxable year following the Participant's Separation from Service or such earlier date established by the Company. The Company shall reimburse the Participant for such expenses or

pay the outplacement firm as the case may be, no later than December 31st of the third taxable year following the Participant's Separation from Service.

3.4 Payment. Severance Pay (including payments pursuant to Section 4.5, if applicable) and payments provided under Section 3.3(a)(ii), if any, shall commence to be paid as soon as practicable after the 45th day after the Eligible Separation from Service and shall be paid in substantially equal monthly payments (or more frequent periodic installments corresponding to the Company's normal payroll practices for Executive employees) over the Severance Period. Each such payment shall be considered a separate payment and not part of a series of installments for purposes of the short-term deferral rules under Treasury Regulation Section 1.409A-1(b)(4)(i), and the exemption for involuntary terminations under separation pay plans under Treasury Regulation Section 1.409A-1(b)(9)(iii). As a result, the following payments are exempt from the requirements of Section 409A of the Code:

(a) Payments that are made on or before the 15th day of the third month of the calendar year following the year of the Eligible Separation from Service, and

(b) Any additional payments that are made on or before the last day of the second calendar year following the year of the Executive's Eligible Separation from Service and that do not exceed the lesser of two times:

(i) The Executive's annualized compensation based upon the annual rate of pay for services provided to the Company for the Executive's taxable year that precedes the taxable year in which the Eligible Separation from Service occurs (adjusted for any increase during that year that was expected to continue indefinitely if the Executive had not incurred a Separation from Service); or

(ii) the limit under Section 401(a)(17) of the Code then in effect.

Notwithstanding the foregoing, in the event Severance Pay is paid to an Executive who is a Key Employee during the taxable year in which the Separation from Service occurs, to the extent the payments to be made during the first six month period following the Executive's Eligible Separation from Service exceed the amounts exempt from Section 409A of the Code under Sections 3.4(a) and 3.4(b) above, the excess amount shall be withheld and will be instead paid on the first day of the seventh month following the Executive's Eligible Separation from Service. Any withheld amount shall include interest thereon, from the date that they would have been paid absent such delay through the date of payment, at 120% of the applicable six-month short-term federal rate, determined under Section 1274(d) of the Code (the "AFR").

3.5 Waiver and Release. In order to receive benefits under the Plan, a Participant must execute and deliver to the Company a valid Waiver and Release Agreement within thirty (30) days of his or her date of Separation from Service, in a form tendered by the Company, which shall be substantially in the form of the Waiver and Release Agreement attached hereto as Exhibit B, with any changes thereto approved by the Company's counsel prior to execution. No benefits shall be paid under the Plan until the Participant has executed and returned his or her Waiver and Release Agreement and the period within which a Participant may revoke his or her Waiver and Release Agreement has expired without revocation. A Participant may revoke his or her signed Waiver

and Release Agreement within seven (7) days (or such other period provided by law) after signing the Waiver and Release Agreement. Any such revocation must be made in writing and must be received by the Company within such seven (7) day (or such other) period. A Participant who does not submit a signed Waiver and Release Agreement to the Company within thirty (30) days of his or her Separation from Service shall not be eligible to receive any Severance Benefits under the Plan. A Participant who timely revokes his or her Waiver and Release Agreement shall not be eligible to receive any Severance Benefits under the Plan.

3.6 Restrictive Covenants and Intellectual Property. Without limiting his or her other duties and obligations hereunder, each Participant agrees, as a condition of participation in this Plan, to comply with the following:

(a) Before Acceptance of an Equity Award. If the Participant has not yet accepted an Equity Award (as defined in Article 8) when the Participant signs an Employment Agreement to become a Participant in this Plan, the Participant agrees to comply with the restrictive covenants and intellectual property obligations set forth in Exhibit C of this Plan, to the extent applicable to the Participant under the terms of Exhibit C.

(b) Upon and After Acceptance of an Equity Award. The Participant agrees that, upon accepting an Equity Award (whether before or after signing an Employment Agreement to become a Participant in this Plan), the Participant becomes bound by restrictive covenant(s) and intellectual property obligations as applicable to the Participant under the terms of the Equity Award agreement. The Participant further agrees that such covenant(s) and obligations are deemed to be incorporated herein by reference immediately upon Participant's acceptance of each Equity Award throughout the Participant's participation in this Plan and shall thereupon supersede the restrictive covenants and intellectual property obligations set forth in Exhibit C or any previously granted Equity Award. The Participant expressly acknowledges and agrees that compliance with the restrictive covenants and intellectual property obligations in his or her most recently accepted Equity Award containing such provisions becomes, upon acceptance of the Equity Award, a condition of entitlement to Severance Benefits under this Plan, without regard to the Plan amendment and notice provisions in Section 7.3 of this Plan.

A Participant's compliance with or violation of this Section 3.6 shall be determined by the Company (and not by the Committee or any other party acting as a fiduciary of this Plan).

3.7 Return of Consideration.

(a) If at any time a Participant breaches any provision of Section 3.6 or Section 3.10, the Company shall cease to provide any further Severance Pay or other benefits under the Plan and the Participant shall repay to the Company all Severance Pay and other benefits previously received under the Plan. Any amount subject to potential repayment pursuant to this Section 3.7 shall be held by the Participant in constructive trust for the benefit of the Company and shall, upon written notice from the Company, within 10 days of such notice, be paid by the Participant to the Company. The return of consideration under this Section 3.7 is meant to reimburse the Company for some of the harm caused by Participant's wrongful conduct; however, it is not a full measure of the damage caused by Participant's conduct and does not preclude the Company from seeking

the recovery of any and all damages caused by Participant or from seeking injunctive relief, including relief provided under any other plan or agreement (including, but not limited to, Equity Award agreements).

(b) The amount to be repaid pursuant to this Section 3.7 shall be determined on a gross basis, without reduction for any taxes incurred. The Company shall have the right to offset such amount against any amounts otherwise owed to the Participant by the Company (whether as wages, vacation pay, or pursuant to any benefit plan or other compensatory arrangement other than any amount pursuant to any nonqualified deferred compensation plan under Section 409A of the Code).

3.8 Equitable Relief and Other Remedies. As a condition of participation in this Plan:

(a) The Participant acknowledges that each provision of Section 3.6 and 3.7 of the Plan (i) is reasonable and necessary to preserve the legitimate business interests of the Company, its present and potential business activities, and the economic benefits derived therefrom; (ii) will not prevent him or her from earning a livelihood in the Participant's chosen business; and (iii) is not an undue restraint on the trade of the Participant or any of the public interests that may be involved.

(b) The Participant agrees that, in the event of the Participant's breach of Section 3.6 or 3.10, the Company will be damaged beyond the amounts otherwise to be provided under this Plan and the Employment Agreement, and the amount of such damage may be difficult to measure. The Participant agrees that if the Participant commits or threatens to commit a breach of any of the covenants and agreements applicable to Participant under Sections 3.6 or 3.10, then, to the extent permitted by applicable law, the Company shall have the right to seek and obtain all appropriate injunctive and other equitable remedies, without posting bond therefor, except as required by law, in addition to any other rights and remedies that may be available at law or under this Plan, it being acknowledged and agreed that any such breach would cause irreparable injury to the Company and that money damages alone would not provide an adequate remedy.

(c) The parties agree that any covenants contained or incorporated herein are severable. The parties further agree that the Company's rights under Section 3.7 should be enforced to the fullest extent permitted by law irrespective of whether the Company seeks equitable relief in addition to relief provided therein or if a court or arbitrator deems equitable relief to be inappropriate.

(d) EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS PLAN (INCLUDING THE EMPLOYMENT AGREEMENT AND INCLUDING ANY COVENANTS CONTAINED OR INCORPORATED HEREIN).

(e) In the event of a breach of Participant's obligations under Section 3.6 or 3.10, the prevailing party shall be entitled to the recovery of its reasonable attorneys' fees and expenses (including not only costs of court, but also expert fees, travel expenses, and other expenses incurred), and any other legal or equitable relief allowed by law.

3.9 Survival of Provisions. The obligations contained in Sections 3.6, 3.7, 3.8 and Section 3.10 shall survive the cessation of the Participant's employment with the Company, regardless of the Participant's entitlement to Severance Pay and other benefits hereunder or under the Employment Agreement and shall be fully enforceable thereafter.

3.10 Cooperation. Upon the receipt of reasonable notice from the Company (including from outside counsel to the Company), the Participant agrees that while employed by the Company and for two years (or, if longer, for so long as any claim referred to in this Section remains pending) after the termination of Participant's employment for any reason, the Participant will respond and provide information with regard to matters in which the Participant has knowledge as a result of the Participant's employment with the Company, and will provide reasonable assistance to the Company, its affiliates and their respective representatives in defense of any claims that may be made against the Company or its affiliates, and will assist the Company and its affiliates in the prosecution of any claims that may be made by the Company or its affiliates, to the extent that such claims may relate to the period of the Participant's employment with the Company (or any predecessor); provided, that with respect to periods after the termination of the Participant's employment, the Company shall reimburse the Participant for any out-of-pocket expenses incurred in providing such assistance and if the Participant is required to provide more than ten (10) hours of assistance per week after his termination of employment then the Company shall pay the Participant a reasonable amount of money for his services at a rate agreed to between the Company and the Participant; and provided further that after the Participant's termination of employment with the Company such assistance shall not unreasonably interfere with the Participant's business or personal obligations. The Participant agrees to promptly inform the Company if the Participant becomes aware of any lawsuits involving such claims that may be filed or threatened against the Company or its affiliates. The Participant also agrees to promptly inform the Company (to the extent the Participant is legally permitted to do so) if the Participant is asked to assist in any investigation of the Company or its affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or its affiliates with respect to such investigation and shall not do so unless legally required. Provided, however, the Participant is not required to inform the Company of any investigation by a governmental agency or entity resulting from the reporting of possible violations of federal securities law or regulation to any governmental agency or entity, and the Participant may participate in such investigation, without informing the Company.

ARTICLE 4

ADDITIONAL CHANGE IN CONTROL BENEFITS

4.1 Equity Vesting Upon Change in Control

(a) If the conditions of Section 4.1(b) are satisfied, then as of the date of the Change in Control, all Options and SARs of a Participant shall become fully and immediately exercisable, all Restricted Stock shall become fully vested and nonforfeitable and forthwith delivered to a Participant if not previously delivered, and there shall be paid out in cash to the Participant within 30 days following the effective date of the Change in Control the value of the Performance Shares

to which the Participant would have been entitled if performance achieved 100% of the target performance goals established for such Performance Shares.

(b) Both of the following conditions must be satisfied in order for Section 4.1(a) to apply:

(i) A Change in Control must occur, and

(ii) on or prior to such Change in Control either Elevance Health has not confirmed the continuation of the following awards without economic change, or the successor to Elevance Health in such Change in Control has not, on or prior to such Change in Control, assumed and continued the following awards without economic change:

(A) any and all outstanding options ("Options") to purchase Common Stock (or stock that has been converted into Common Stock),

(B) any and all stock appreciation rights ("SARs") based on appreciation in the value of Common Stock,

(C) any and all restricted Common Stock (or deferred rights thereto, including restricted stock units), regardless of whether such restrictions are scheduled to lapse based on service or performance or both ("Restricted Stock"), and

(D) any outstanding awards providing for the payment of a variable number of shares of Common Stock dependent on the achievement of performance goals, or of an amount based on the fair market value of such shares or the appreciation thereof ("Performance Shares"),

in each case, awarded to a Participant under any Plan, contract or arrangement for Options, SARs, Restricted Stock, or Performance Shares.

4.2 Guaranteed Annual Bonus for Year of Change in Control. This Section 4.2 does not apply to Participants who are classified as Other Key Executives. If a Change in Control occurs, each Participant's annual bonus for the fiscal year in which the Change in Control occurs shall be in an amount ("Guaranteed Amount") equal to the greater of (a) the Participant's Target Bonus for such fiscal year, or (b) the bonus that is determined in the ordinary course under each annual bonus or short-term incentive plan (as determined by the Committee in its sole discretion) (a "Bonus Plan") covering the Participant for the fiscal year in which the Change in Control occurs. The Guaranteed Amount shall be paid in a lump sum at the normal time for the payment of a bonus under the applicable Bonus Plan.

4.3 Equity Vesting Upon Termination Without Cause or for Good Reason (With Change in Control). This Section 4.3 does not apply to Participants who are classified as Other Key Executives.

(a) If the conditions of Section 4.3(b) are satisfied, then as of the date of the Participant's Eligible Separation from Service (i) all Pre-Change (as defined below) Options and Pre-Change SARs of such Participant shall become fully and immediately exercisable, (ii) all Pre- Change Restricted Stock shall become fully vested and nonforfeitable and forthwith delivered to the Participant if not previously delivered, and (iii) there shall be paid out in cash to the Participant within 45 days following the Separation from Service the value of the Pre-Change Performance Shares to which the Participant would have been entitled if performance achieved 100% of the target performance goals established for such Performance Shares.

(b) Both of the following conditions must be satisfied in order for Section 4.3(a) to apply:

(i) the Participant must have had a Separation from Service within the thirty- six (36) month period following a Change in Control by reason of (A) a termination of the Participant's employment by the Company other than for Cause, death, or disability, or (B) a termination of the Participant's employment by the Participant for Good Reason; and

(ii) the Participant must have executed and delivered a valid Waiver and Release Agreement as required by Section 3.5, and the period for revoking such Waiver and Release Agreement must have elapsed.

(c) For purposes of this Section 4.3 a "Pre-Change" Option, SAR, Restricted Stock, or Performance Share means (i) an award of an Option, SAR, Restricted Stock or Performance Share which was outstanding on both the date of the Change in Control and the date of the Eligible Separation from Service, and (ii) an award of an Option, SAR, Restricted Stock or Performance Share assumed and continued by a successor to Elevance Health in such Change in Control without economic change.

4 . 4 Pro-Rata Bonus Payment Upon Termination Without Cause or for Good Reason (With Change in Control). This Section 4.4 does not apply to Participants who are classified as Other Key Executives.

(a) If the conditions of Section 4.4(b) are satisfied, then for the fiscal year in which the Participant's Eligible Separation from Service occurs, the Participant shall be entitled to a pro-rata bonus (the "Pro-Rata Bonus") equal to the product of the applicable amount described in (i), multiplied by the fraction determined in (ii):

(i) the applicable amount is the Guaranteed Amount described in Section 4.2 for the fiscal year in which the Eligible Separation from Service occurs, and

(ii) a fraction, the numerator of which is the number of days in such fiscal year before the date of the Eligible Separation from Service, and the denominator of which is the total number of days in such fiscal year.

The Pro-Rata Bonus shall be paid in a lump sum at the normal time for payment of a bonus under the applicable Bonus Plan.

(b) Both of the following conditions must be satisfied in order for Section 4.4(a) to apply:

(i) the Participant must have had an Eligible Separation from Service within the thirty-six (36) month period following a Change in Control by reason of (A) a termination of the Participant's employment by the Company other than for Cause, death, or disability, or (B) a termination of the Participant's employment by the Participant for Good Reason; and

(ii) the Participant must have executed and delivered a valid Waiver and Release Agreement as required by Section 3.5, and the period for revoking such Waiver and Release Agreement must have elapsed.

4.5 Amount Based on Qualified and Supplemental 401(k) Match. This Section 4.5 does not apply to Participants who are classified as Other Key Executives. If the conditions of Section 4.4(b) are satisfied, Severance Pay pursuant to Section 3.2 shall be increased by an amount equal to the value of employer matching contributions to the Participant's qualified and supplemental 401(k) accounts, as if Severance Pay had been considered eligible earnings in those programs. This amount is equal to the product of:

(a) Severance Pay, multiplied by

(b) the maximum matching contribution percentage applicable to the Participant under the Company's 401(k) plan.

4.6 Certain Taxes. If it is determined that any benefit received or deemed received by the Participant from the Company pursuant to this Plan or otherwise (collectively, "Payments") is or will become subject to any excise tax under Section 4999 of the Code or any similar tax payable under any United States federal, state, local or other law, but not including any tax payable under Section 409A of the Code (such excise tax and all such similar taxes collectively, "Excise Taxes"), then the Participant shall receive in respect of such Payments whichever of (a) or (b) below would result in the Participant retaining, after application of all applicable income taxes, Excise Taxes, and other taxes ("All Applicable Taxes"), the greater after-tax amount (the "After-Tax Benefit"); where:

(a) is the Payments; and

(b) is a reduced amount of Payments sufficient to avoid the imposition of Excise Taxes.

ARTICLE 5

CLAIMS

5.1 Good Reason Determinations. Any Participant who believes he or she has a right to resign for Good Reason may apply to the Committee for written confirmation that an event constituting Good Reason has occurred with respect to such Participant. The Committee shall confirm or deny in writing that Good Reason exists within 21 days following receipt of any such

application. Any confirmation of Good Reason by the Committee shall be binding on the Company. For purposes of this Section 5.1, reference to the Committee includes the Committee's delegate.

5.2 Claims Procedure. If any Participant has (a) a claim for benefits under the Plan (including the Employment Agreement), (b) a claim for clarification of his or her rights under the Plan (including the Employment Agreement), to the extent not provided for in Section 5.1, or (c) a claim for breach by the Company of its obligations under Plan (including the Employment Agreement), then the Participant (or his or her designee) (a "Claimant") may file with the Committee a written claim setting forth the amount and nature of the claim, supporting facts, and the Claimant's address. A claim shall be filed within six (6) months of (i) the date on which the claim first arises or (ii) if later, the earliest date on which the Participant knows or should know of the facts giving rise to a claim. The Committee shall notify the Claimant of its decision in writing (including via email) within 60 days after its receipt of a claim, unless otherwise agreed by the Claimant. In special circumstances the Committee may extend for a further 60 days the deadline for its decision, provided the Committee notifies the Claimant of the need for the extension within 60 days after its receipt of a claim. If a claim is denied, the written notice of denial shall set forth the reasons for such denial, refer to pertinent provisions of the Plan or Employment Agreement on which the denial is based, describe any additional material or information necessary for the Claimant to realize the claim, and explain the claim review procedure under the Plan.

5.3 Claim Review Procedure. A Claimant whose claim has been denied (or such Claimant's duly authorized representative) may file, within 60 days after notice of such denial is received by the Claimant, a written request for review of such claim by the Committee. If a request is so filed, the Committee shall review the claim and notify the Claimant in writing of its decision within 45 days after receipt of such request, unless otherwise agreed by the Claimant. In special circumstances, the Committee may extend for up to 45 additional days the deadline for its decision, provided the Committee notifies the Claimant of the need for the extension within 45 days after its receipt of the request for review. The notice of the final decision of the Committee shall include the reasons for its decision and specific references to the provisions of the Plan or Employment Agreement on which the decision is based. The decision of the Committee shall be final and binding on all parties.

ARTICLE 6

ADMINISTRATION

6.1 Committee. The Chief Human Resources Officer of Elevance Health ("CHRO") shall appoint not less than three (3) members of a committee, to serve at the pleasure of the CHRO to administer this Plan. Members of the Committee may but need not be employees of the Company and may but need not be Participants in the Plan. A member of the Committee who is a Participant shall not vote or act upon any matter which relates solely to such member as a Participant, and a member of the Committee shall not vote or act upon any matter that relates solely to a Participant who is the direct manager or a direct report of the Committee member. All decisions of the Committee shall be by a vote or written evidence of intention of the majority of its members and all decisions of the Committee shall be final and binding.

6.2 Committee Membership. Any member of the Committee may resign at any time by giving thirty days' advance written notice to the CHRO and to the remaining members (if any) of the Committee. A member of the Committee who at the time of his or her appointment to the Committee was an employee or director of the Company, and who for any reason becomes neither an employee nor director of the Company, shall cease to be a member of the Committee effective on the date he or she is neither an employee nor a director of the Company unless the CHRO affirmatively continues his or her appointment as a member of the Committee. If there is any vacancy in the membership of the Committee, the remaining members shall constitute the full Committee. The CHRO may fill any vacancy in the membership of the Committee, or enlarge the Committee, by giving written notice of appointment to the person so appointed and to the other members (if any) of the Committee, effective as stated in such written notice. However, the CHRO shall not be required to fill any vacancy in the membership of the Committee if there remain at least three members of the Committee. Any notice required by this Section may be waived by the person entitled thereto.

6 . 3 Duties. The Committee shall have the power and duty in its sole and absolute discretion to do all things necessary or convenient to effect the intent and purposes of the Plan, whether or not such powers and duties are specifically set forth herein, and, by way of amplification and not limitation of the foregoing, the Committee shall have the power in its sole and absolute discretion to:

(a) provide rules for the management, operation, and administration of the Plan, and, from time to time, amend or supplement such rules;

(b) construe the Plan in its sole and absolute discretion to the fullest extent permitted by law, which construction shall be final and binding;

(c) correct any defect, supply any omission, or reconcile any inconsistency in the Plan in such manner and to such extent as it shall deem appropriate in its sole discretion to carry the same into effect;

(d) make determinations relevant to a Participant's eligibility for benefits under the Plan, including but not limited to determinations as to Eligible Separation from Service, Cause (except as otherwise provided in Section 8.1.3), Good Reason, and Transfer of Business;

(e) enforce the Plan in accordance with its terms and the Committee's construction of the Plan as provided in subsection (b) above;

(f) delegate any of its powers to any individual(s) it authorizes in writing; and

(g) do all other acts and things necessary or proper in its judgment to carry out the purposes of the Plan in accordance with its terms and intent.

Notwithstanding the foregoing, the Committee shall not have the authority to resolve a matter that relates solely to the rights or benefits of one or more executive officers (and not to all participants generally), which authority shall be reserved exclusively to the Compensation and Talent Committee of the Board of Directors.

6.4 Binding Authority. The decisions of the Committee or its duly authorized delegate within the powers conferred by the Plan shall be final and conclusive for all purposes of the Plan and shall not be subject to any appeal or review other than pursuant to Sections 5.2 and 5.3.

6.5 Indemnification. The Company shall indemnify and hold harmless each member of the Committee, any delegate of the Committee in the performance of functions delegated by the Committee, and each other officer or employee of the Company acting on behalf of the Committee or the Company with respect to this Plan, against any and all expenses and liabilities arising out of his or her own membership on the Committee, service as Plan Administrator, or other actions respecting this Plan on behalf of the Company, except for expenses and liabilities arising out of such person's gross negligence or willful misconduct. A person indemnified under this Section who seeks indemnification hereunder ("Indemnitee") shall tender to the Company a request that the Company defend any claim with respect to which the Indemnitee seeks indemnification under this Section and shall fully cooperate with the Company in the defense of such claim. If the Company shall fail to timely assume the defense of such claim, then the Indemnitee may control the defense of such claim. However, no settlement of any claim otherwise indemnified under this Section shall be subject to indemnity hereunder unless the Company consents in writing to such settlement.

6.6 Information. The Company and each Participant shall furnish to the Committee in writing all information the Committee may deem appropriate for the exercise of its powers and duties in the administration of the Plan. Such information may include, but shall not be limited to, the names of all Participants, their earnings and their dates of birth, employment, retirement, or death. Such information shall be conclusive for all purposes of the Plan, and the Committee shall be entitled to rely thereon without any investigation thereof.

ARTICLE 7

GENERAL PROVISIONS

7.1 No Property Interest. The Plan is unfunded. Severance Pay shall be paid exclusively from the general assets of the Company and any liability of the Company to any person with respect to benefits payable under the Plan shall give rise solely to a claim as an unsecured creditor against the general assets of the Company. Any Participant who may have or claim any interest in or right to any compensation, payment or benefit payable hereunder, shall rely solely upon the unsecured promise of the Company for the payment thereof, and nothing herein contained shall be construed to give to or vest in the Participant or any other person now or at any time in the future, any right, title, interest or claim in or to any specific asset, fund, reserve, account, insurance or annuity policy or contract, or other property of any kind whatsoever owned by the Company, or in which the Company may have any right, title or interest now or at any time in the future.

7.2 Other Rights. Except as specifically provided herein, the Plan shall not affect or impair the rights or obligations of the Company or a Participant under any other written plan, contract, arrangement, or pension, profit sharing or other compensation plan. Participation in the Plan is voluntary, and no Executive shall be required to enter into an Employment Agreement.

7.3 Amendment or Termination. The Plan, including but not limited to any provision of the Plan incorporated by reference into an Employment Agreement, may be amended, modified, suspended, or terminated unilaterally by Elevance Health at any time; provided, however, that no such amendment, modification, suspension, or termination shall adversely affect the rights to which a Participant would be entitled under his or her Employment Agreement if the Participant incurred a Separation from Service immediately prior to the amendment or termination unless: (a) the affected Participant approves such amendment in writing, (b) the amendment is effective no earlier than one (1) year after the Participant has received written notice of the amendment, or (c) the amendment is required (as determined by the Committee) by law (including any provision of the Code) whether such requirement impacts the Company or any Participant. The proviso in the first sentence shall not apply to provisions incorporated by reference pursuant to Section 3.6. An amendment of the Plan (including any Employment Agreement) that (i) does not adversely affect the rights to which a Participant would be entitled under the Plan or Employment Agreement, or (ii) is required by law (as described above), may be approved by the CHRO. No amendment or termination of the Plan shall accelerate (or defer) the time of any payment under the Plan that is "deferred compensation" subject to Section 409A of the Code if such acceleration (or deferral) would subject such deferred compensation to additional tax or penalties under Section 409A.

7.4 Successors. All obligations of Elevance Health under the Plan shall be binding on any successor to Elevance Health, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of Elevance Health, and any such successor shall be required to perform the obligations of Elevance Health under the Plan in the same manner and to the same extent that Elevance Health would be required to perform such obligations if no such succession had taken place.

7.5 Severability. If any term or condition of the Plan shall be invalid or unenforceable to any extent or in any application, then the remainder of the Plan, with the exception of such invalid or unenforceable provision, shall not be affected thereby and shall continue in effect and application to its fullest extent. If, however, the Committee determines in its sole discretion that any term or condition of the Plan (including any Employment Agreement) which is invalid or unenforceable is material to the interests of the Company, the Committee may declare the Plan (including any Employment Agreement) null and void in its entirety or may declare any affected Employment Agreement null and void in its entirety.

7.6 No Employment Rights. Neither the establishment of the Plan, any provisions of the Plan, nor any action of the Committee shall be held or construed to confer upon any employee the right to a continuation of employment by the Company. Subject to any benefits that may be due under the terms of the Plan (including the Employment Agreement), the Company reserves the right to dismiss any employee, or otherwise deal with any employee to the same extent as though the Plan had not been adopted.

7.7 Transferability of Rights. The Company shall have the right to transfer all of its rights and obligations under the Plan (including an Employment Agreement) with respect to one or more Participants to any purchaser of all or any part of the Company's business in a Transfer of Business or otherwise without the consent of any Participant. No Participant or spouse of a

Participant shall have any right to commute, encumber, transfer, or otherwise dispose of or alienate any present or future right or expectancy which the Participant or such spouse may have at any time to receive payments of benefits hereunder, which benefits, and the right thereto, are expressly declared to be non-assignable and nontransferable, except to the extent required by law. Any attempt to transfer or assign a benefit, or any rights granted hereunder, by a Participant or the spouse of a Participant shall, in the sole discretion of the Committee (after consideration of such facts as it deems pertinent), be grounds for terminating any rights of the Participant or his or her spouse to any portion of the Plan benefits not previously paid.

7.8 Beneficiary. Any payment due under this Plan after the death of the Participant shall be paid to the Participant's beneficiary under the Company's group term life insurance benefit. If and to the extent Section 409A permits acceleration of payments of deferred compensation upon death, the Committee in its sole discretion may accelerate and pay in a lump sum, discounted at a rate approved by the payee, any Severance Pay payable after the death of a Participant.

7.9 Company Action. Any action required or permitted of Elevance Health (or the Company) under this Plan shall be duly and properly taken if taken by the Compensation and Talent Committee of the Board of Directors, or by any officer of Elevance Health to which the Compensation Committee has delegated (generally or specifically) and not withdrawn the right or power to take such action.

7.10 Entire Document. The Plan (including applicable Employment Agreements), as amended and restated herein and including all exhibits hereto and documents incorporated by reference herein, supersedes all prior versions of the Plan, any contradictory provisions of an employment agreement entered into between the Company and any Participant pursuant to a prior version of the Plan, and any and all prior practices, understandings, agreements, descriptions, and non-written arrangements respecting severance, except for written employment or severance contracts signed by the Company with individuals other than Participants. Notwithstanding the foregoing and for the avoidance of doubt, this Plan makes reference to certain compensation elements that may be subject to the Elevance Health, Inc. Incentive Compensation Recoupment Policy, as amended from time to time (the "Policy"); nothing in this Plan is intended to affect, or shall be construed as affecting, the Policy's application to any Participant.

7.11 Plan Year. The fiscal records of the Plan shall be kept on the basis of a plan year, which is the calendar year.

7.12 Governing Law. This is an employee benefit plan subject to ERISA and shall be governed by and construed in accordance with ERISA and, to the extent applicable and not preempted by ERISA, the law of the State of Indiana applicable to contracts made and to be performed entirely within that State, without regard to its conflict of law principles.

ARTICLE 8

DEFINITIONS

8.1 Definitions. The following words and phrases as used herein shall have the following meanings, unless a different meaning is required by the context:

8.1.1 "Annual Base Salary" means the highest annualized rate of regular salary in effect for the Participant (a) during the one-year period before Separation from Service or, if higher, (b) during the period commencing one year prior to a Change in Control and ending upon Separation from Service.

8.1.2 "Board of Directors" means the Board of Directors of Elevance Health.

8.1.3 "Cause", unless otherwise defined for purposes of termination of employment in a written employment agreement between the Company and the Participant, shall mean any act or failure to act on the part of the Participant which constitutes:

(i) fraud, embezzlement, theft, or dishonesty against the Company;

(ii) material violation of law in connection with or in the course of the Participant's duties or employment with the Company;

(iii) commission of any felony

(iv) violation of Section 3.6 of the Plan, as determined by the Company (and not by the Committee or any other party acting as an ERISA fiduciary);

(v) any other material breach of the Employment Agreement;

(vi) material breach of any written employment policy of the Company;

(vii) conduct which tends to bring the Company into substantial public disgrace or disrepute; or

(viii) a material violation of the Company's Standards of Ethical Business Conduct;

provided, however, that with respect to a termination of employment during an Imminent Change in Control Period or within the thirty-six (36) month period after a Change in Control, clauses (f) and (h) shall apply only if such material breach or violation is grounds for immediate termination under the terms of such written employment policy or standards, and clauses (d), (e), and (g) shall apply only if such violation, breach, or conduct is willful.

8.1.4 "Change in Control" means the first to occur of the following events with respect to Elevance Health:

(a) any person (as such term is used in Rule 13d-5 of the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934 (the "Exchange Act") or group (as such term is defined in Section 13(d) of the Exchange Act), other than a subsidiary of Elevance Health or any employee benefit plan (or any related trust) of the Company, becomes the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of 20% or more of the common stock of Elevance Health ("Common Stock") or of other voting securities representing 20% or more of the combined voting power of all voting securities of Elevance Health; provided, however, that (i) no Change in Control shall be deemed to have occurred solely by reason of any such acquisition by a corporation with respect to which, after such acquisition, more than 80% of both the common stock of such corporation and the combined voting power of the voting securities of such corporation are then beneficially owned, directly or indirectly, by the persons who were the Beneficial Owners of the Common Stock and other voting securities of Elevance Health immediately before such acquisition, in substantially the same proportion as their ownership of the Common Stock and other voting securities of Elevance Health immediately before such acquisition; (ii) if any person or group owns 20% or more but less than 30% of the combined voting power of the Common Stock and other voting securities of Elevance Health and such person or group has a "No Change in Control Agreement" (as defined below) with the Company, no Change in Control shall be deemed to have occurred solely by reason of such ownership for so long as the No Change in Control Agreement remains in effect and such person or group is not in violation of the No Change in Control Agreement; and (iii) once a Change in Control occurs under this subsection (a), the occurrence of the next Change in Control (if any) under this subsection (a) shall be determined by reference to a person or group other than the person or group whose acquisition of Beneficial Ownership created such prior Change in Control unless the original person or group has in the meantime ceased to own 20% or more of the Common Stock of Elevance Health or other voting securities representing 20% or more of the combined voting power of all voting securities of Elevance Health; or

(b) within any period of thirty-six (36) or fewer consecutive months individuals who, as of the first day of such period were members of the Board of Directors of Elevance Health (the "Incumbent Directors") cease for any reason to constitute at least 75% of the members of the Board; provided, however, that (i) any individual who becomes a Member of the Board of Directors after the first day of such period whose nomination for election to the Board was approved by a vote or written consent of at least 75% of the Members of the Board of Directors who are then Incumbent Directors shall be considered an Incumbent Director, but excluding, for this purpose, any such individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company (as such terms are used in Rule 14a-11 of the SEC under the Exchange Act) or an Imminent Change in Control or other transaction described in subsection (a) above or (c) below; and (ii) once a Change in Control occurs under this subsection (b), the occurrence of the next Change in Control (if any) under this subsection (b) shall be determined by reference to a period of thirty-six- (36) or fewer consecutive months beginning not earlier than the date immediately after the date of such prior Change in Control; or

(c) closing of a transaction that is any of the following:

(i) merger, reorganization or consolidation of Elevance Health ("Merger"), after which (A) the individuals and entities who were the respective beneficial owners of the Common Stock and other voting securities of Elevance Health immediately before such Merger do not beneficially own, directly or indirectly, more than 60% of, respectively, the Common Stock or the combined voting power of the common stock and voting securities of the corporation resulting from such Merger, in substantially the same proportion as their ownership of the Common Stock and other voting securities of Elevance Health immediately before such Merger;

(ii) a Merger after which individuals who were members of the Board of Directors of Elevance Health immediately before the Merger do not comprise a majority of the members of the board of directors of the corporation resulting from such Merger;

(iii) a sale or other disposition by Elevance Health of all or substantially all of the assets owned by it (a "Sale") after which the individuals and entities who were the respective beneficial owners of the Common Stock and other voting securities of Elevance Health immediately before such Sale do not beneficially own, directly or indirectly, more than 60% of, respectively, the Common Stock or the combined voting power of the common stock and voting securities of the transferee in such Sale in substantially the same proportion as their ownership of the Common Stock and other voting securities of Elevance Health immediately before such Sale; or

(iv) a Sale after which individuals who were members of the Board of Directors of Elevance Health immediately before the Sale do not comprise a majority of the members of the board of directors of the transferee corporation.

8.1.5 "Code" means the Internal Revenue Code of 1986, as amended from time to time.

8.1.6 "Committee" means a committee appointed by the Chief Human Resources Officer of Elevance Health to administer this Plan.

8.1.7 "Common Stock" has the meaning set forth in Section 8.1.4.

8.1.8 "Eligible Separation from Service" has the meaning set forth in Section 3.1.

8.1.9 "Equity Award" means an award granted under the 2017 Elevance Health Incentive Compensation Plan (as amended and restated from time to time) or any predecessor or successor plan thereto.

8.1.10 "Executive" means any person employed in the United States by Elevance Health or a Subsidiary in a position of Vice President, Senior Vice President, Executive Vice

President, or Chief Executive Officer ("CEO"); provided, however, that any person who becomes so employed by virtue of an acquisition, merger, or similar transaction shall not be an Executive for purposes of this Plan unless and until designated as such by the Chief Human Resources Officer of Elevance Health. In addition, the Chief Executive Officer of Elevance Health, in her or his sole discretion, may expressly designate, in writing, any person employed by Elevance Health or a Subsidiary (a) outside the United States in an aforenamed position, or (b) in a position below that of Vice President (the latter category to be referred to as an "Other Key Executive"), as an Executive eligible to participate in the Plan.

8.1.11 "Good Reason" for a termination of employment shall mean, for Participants who are classified as the Company's CEO, Executive Vice President, Senior Vice President, or Vice President:

(a) The occurrence of an event described in clause (c)(ii) or (c)(v) below within the thirty-six (36) month period after a Change in Control; or

(b) The occurrence of an event described in clause (c)(i), (c)(iii), or (c)(iv) below at any time (i.e., regardless of a Change in Control).

(c) Events:

(i) A material reduction during any twenty-four (24) consecutive month period in the Participant's Annual Salary, or in the Participant's annual total cash compensation (including Annual Salary and Target Bonus), but excluding in either case any reduction both (A) applicable to management employees generally, and
(B) and not implemented during an Imminent Change in Control Period or within the thirty-six (36) month period after a Change in Control;

(ii) A material adverse change, without the Participant's prior consent, in the Participant's position, duties, or responsibilities as an Executive of the Company and provided, however, that this clause shall not apply in connection with a Transfer of Business if the position offered to the Participant by the transferee is substantially comparable in position, duties, and responsibilities with the position, duties, and responsibilities of the Participant prior to such Transfer of Business;

(iii) The Company's material breach of this Plan or the Employment Agreement;

(iv) A change, without the Participant's prior consent, in the Participant's principal work location to a location more than 50 miles from the Participant's prior work location and more than 50 miles from the Participant's principal residence as of the date of such change in work location;

(v) The failure of any successor to the Company by merger, consolidation, or acquisition of all or substantially all of the business of the Company or by Transfer of Business to assume the Company's obligations under this Plan (including any Employment Agreements).

Notwithstanding the foregoing provisions of this definition, Good Reason shall not exist if the Participant has in his or her sole discretion agreed in writing that such event shall not be Good Reason. In addition, a Separation from Service shall not be considered to be for Good Reason unless: (A) within sixty (60) days of the occurrence of the event(s) claimed to be Good Reason the Participant notifies the Committee in writing of the reasons he or she believes that Good Reason exists; (B) the Company has failed to correct a circumstance that would otherwise be Good Reason within thirty (30) days of receipt of such notice; and (C) the Participant terminates his or her employment within sixty (60) days of such thirty (30) day period (or, if earlier, within 60 days of the date the Committee confirms to the Participant pursuant to Section 5.1 that Good Reason exists).

8.1.12 "Imminent Change in Control Period" means the period:

(a) beginning on the date of (i) the public announcement (whether by advertisement, press release, press interview, public statement, SEC filing or otherwise) of a proposal or offer which, if consummated, would be a Change in Control, (ii) the making to a director or executive officer of the Company of a written proposal which, if consummated, would be a Change in Control, or (iii) approval by the Board of Directors or the stockholders of Elevance Health of a transaction that, upon closing, would be a Change in Control; and

(b) ending upon the first to occur of (i) a public announcement that the prospective Change in Control contemplated by the event(s) described in paragraph (a) has been terminated or abandoned, (ii) the occurrence of the contemplated Change in Control, or (iii) the first annual anniversary of the beginning of the Imminent Change in Control Period.

8.1.13 "Key Employee" means for the period January 1 through December 31, each individual identified by the Company as of the immediately preceding September 30 as a "key employee," as defined under Code Section 416(i), disregarding Code Section 416(i)(5).

8.1.14 "No Change in Control Agreement" means a legal, binding and enforceable agreement executed by and in effect between a person or all members of a group and Elevance Health that provides that: (a) such person or group shall be bound by the agreement for the time period of not less than five (5) years from its date of execution; (b) such person or group shall not acquire beneficial ownership or voting control equal to a percentage of the Common Stock or the voting power of other voting securities of Elevance Health that exceeds a percentage specified in the agreement which percentage shall in all events be less than 30%; (c) such person or group may not designate for election as directors a number of directors in excess of 25% of the number of directors on the Board; and (d) such person or group shall vote the Common Stock and other voting securities of Elevance Health in all matters in the manner directed by the majority of the Incumbent Directors. If any agreement described in the preceding sentence is violated by such person or group or is amended in a fashion such that it no longer satisfies the requirements of the preceding sentence, such agreement shall, as of the date of such violation or amendment, be treated for purposes hereof as no longer constituting a No Change in Control Agreement.

8.1.15 "Participant" means any Executive who is eligible to participate in the Plan, has become a Participant in accordance with Section 2.1, and has not had such participation terminated pursuant to Section 2.2.

8.1.16 "Pre-Change" (with respect to Options, SARs, Restricted Stock, and Performance Shares) shall have the meaning set forth in Section 4.3(c).

8.1.17 "Separation from Service" means a termination of the Participant's employment with the Company which constitutes a "separation from service" within the meaning of Section 409A(a)(2)(A)(i) of the Code. Notwithstanding the preceding sentence, a Separation from Service shall not include:

(i) The disposition by the Company of the subsidiary or affiliate that employs the Participant if such employing subsidiary or affiliate adopts this Plan and continues (by assignment or otherwise) to be the employer of the Participant under the Employment Agreement; or

(ii) A termination of employment in a Transfer of Business in connection with which the Participant receives a bona fide offer of employment from the transferee (or an affiliate of the transferee), whether or not accepted, for which purpose a bona fide offer of employment is an offer of employment effective on the closing of the Transfer of Business on terms that does not have an effect described in clauses (c)(i), (c)(ii), (c)(iv) or (c)(v) of this Plan's definition of Good Reason.

A Participant shall cooperate with the transferee in a Transfer of Business by completing such employment applications and providing such other information as the transferee may need in order to make a bona fide offer of employment. A Participant who fails to provide such cooperation shall be deemed to have received and rejected a bona fide offer of employment.

8.1.18 "Subsidiary" means a business entity that is at least eighty percent (80%) owned, directly or indirectly, by Elevance Health, Inc.

8.1.19 "Target Bonus" means the Target Bonus Percentage times the Annual Salary.

8.1.20 "Target Bonus Percentage" means the sum of the highest annualized target bonus percentage(s) (as a percentage of salary) in effect for the Participant:

(a) during the one-year period before Separation from Service; or

(b) if higher, during the period commencing one year prior to a Change in Control and ending upon Separation of Service,

under each regular annual bonus or a short-term incentive plan including but not limited to Elevance Health's Annual Incentive Plan or successor plans and any sales incentive plans (as determined by the Committee in its sole discretion) covering the Participant.

8.1.21 "Transfer of Business" means a transfer of the Participant's position to another entity, as part of either:

(a) A transfer to such entity as a going concern of all or part of the business function of the Company in which the Participant was employed; or

(b) An outsourcing to another entity of a business function of the Company in which the Participantwas employed.

IN WITNESS WHEREOF, this amended and restated Plan is executed as of the date set forth below by the authorized delegate of the Company.

ELEVANCE HEALTH, INC.

_____

Michael J. Berry
Vice President, Total Rewards

Date: _____

EXHIBIT A
EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") dated as of _____ (the "Agreement Date"), between Elevance Health Inc., an Indiana corporation ("Elevance Health") with its headquarters and principal place of business in Indianapolis, Indiana (Elevance Health, together with its subsidiaries and affiliates are collectively referred to herein as the "Company"),
and _____ (the "Executive").

W I T N E S S E T H

WHEREAS, the Company desires to retain the services of Executive and to provide
Executive an opportunity to receive severance to which Executive is not otherwise entitled in return for the diligent and loyal performance of Executive's duties and Executive's agreement to reasonable and limited restrictions on Executive's post-employment conduct to protect the Company's investments in its intellectual property, employee workforce, customer relationships, and goodwill;

WHEREAS, the Company has established the Elevance Health Executive Agreement Plan ("Plan") to provide certain benefits for participants who enter into an employment agreement in the form of this Agreement;

WHEREAS, Executive is not required to execute this Agreement as a condition of continued employment and remains an employee at will regardless of whether Executive signs the Agreement; rather, Executive is entering into this Agreement to enjoy the substantial additional payments and benefits available under the Plan; and

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Plan.

1. **POSITION/DUTIES**.

(a) Executive shall serve in the position communicated to Executive in writing by or on behalf of the Company's senior leadership, provided the Company may from time to time assign Executive such other positions, duties, authorities, and/or responsibilities as are commensurate with Executive's skills and talents.

(b) Executive shall comply with Company policies and procedures, and shall devote all of Executive's business time, energy, skill, best efforts, and undivided business loyalty to the performance of Executive's duties with the Company. Executive further agrees that while employed by the Company, Executive shall not perform any services for remuneration for or on behalf of any other entity without the advance written consent of the Company.

2 . **EMPLOYMENT PERIOD.** Executive's employment under this Agreement shall commence on the Agreement Date listed above and shall terminate in accordance with the

termination provisions of Section 6 of this Agreement. Either party may notify the other in writing of the termination of this Agreement without terminating Executive's employment with the Company; in such event, Executive (a) shall remain an employee at will of the Company, and (b) shall, until the earlier of the Executive's termination of employment or the one-year anniversary of such notice, remain covered by this Agreement and a Participant in the Plan.

3. **BASE SALARY**. The Company agrees to pay Executive at the annual base salary rate communicated to Executive in writing by or on behalf of the Company's senior leadership, payable in accordance with the regular payroll practices of the Company. Executive's base salary shall be subject to annual review by the Company.

4. **BONUS**. Executive shall be eligible to receive consideration for an annual bonus upon such terms as adopted from time to time by the Company. The target bonus for which Executive is eligible for the year in which this Agreement is executed, in accordance with the terms of the applicable bonus plan/policy, has been communicated to Executive in writing by or on behalf of the Company's senior leadership.

5. **BENEFITS**. Executive, his or her spouse or domestic partner, and eligible dependents shall be entitled to participate in any employee benefit plan that the Company has adopted or may adopt, maintain, or contribute to for the benefit of its executives at a level commensurate with Executive's position, subject to satisfying the applicable eligibility and contribution requirements therefor. Notwithstanding the foregoing, the Company may modify or terminate any employee benefit plan at any time in accordance with its terms.

6. **TERMINATION**. Executive's employment and the Employment Period shall terminate on the first of the following to occur:

(a) **DISABILITY**. Subject to applicable law, upon 10 days' prior written notice by the Company to Executive of termination due to Disability. "Disability" shall have the meaning defined in the Company's Long Term Disability Plan.

(b) **DEATH**. Automatically on the date of death of Executive.

(c) **CAUSE**. The Company may terminate Executive's employment hereunder for Cause immediately upon written notice by the Company to Executive of a termination for Cause. "Cause" shall have the meaning defined for that term in the Plan.

(d) **WITHOUT CAUSE**. Upon written notice by the Company to Executive of an involuntary termination without Cause, other than for death or Disability.

(e) **BY EXECUTIVE**. Upon at least thirty (30) days' advance written notice by the Executive to the Company with or without Good Reason as defined in the Plan. If the Executive fails to provide this advance notice, the Executive will immediately forfeit any vested but unexercised Options granted on or after July 1, 2018.

7. **CONSEQUENCES OF TERMINATION**. Executive's entitlement to payments and benefits upon a termination of employment that constitutes an Eligible Separation from Service shall be as set forth in the Plan.

8. **RELEASE**. Any and all amounts payable and benefits or additional rights provided pursuant to this Agreement beyond Accrued Benefits shall be payable only if Executive delivers to the Company and does not revoke a general release of all claims in a form tendered by the Company which shall be substantially similar to the form attached as Exhibit B to the Plan or such other form acceptable to the Company within the applicable time period set forth in the Plan.

9. **RESTRICTIVE COVENANTS AND INTELLECTUAL PROPERTY**. Executive acknowledges that he or she has been given an opportunity to review the Plan including, as applicable, Restrictive Covenants and Intellectual Property as set forth in Appendix C of the Plan, and agrees to comply with the covenants and obligations applicable to Executive under Sections 3.6 and 3.10 of the Plan, and acknowledges that such covenants and obligations, and the remedies for violation thereof, as set forth in the Plan, are reasonable and necessary to preserve the legitimate business interests of the Company, its present and potential business activities, and the economic benefits derived therefrom; will not prevent Executive from earning a livelihood in Executive's chosen business; and are not an undue restraint on the trade of Executive, or any of the public interest that may be involved. Executive's obligations contained in this Section 9 and in Section 10 below shall survive the cessation of the Employment Period and Executive's employment with the Company and shall be fully enforceable thereafter.

10. **COOPERATION**. While employed by the Company and for two years (or, if longer, for so long as any claim referred to in Section 3.10 of the Plan remains pending) after the termination of Executive's employment for any reason, Executive will provide cooperation and assistance to the Company as provided in Section 3.10 of the Plan.

11. **NOTIFICATION OF EXISTENCE OF AGREEMENT**. Executive agrees that in the event that Executive is offered employment with another employer (including service as a partner of any partnership or service as an independent contractor) at any time during the existence of this Agreement, or such other period in which post termination obligations of this Agreement apply, Executive shall immediately advise said other employer (or partnership) of the existence of Executive's obligations under this Agreement and the Plan and shall immediately provide said employer (or partnership or service recipient) with a copy of the Plan and the covenants incorporated by reference into Section 3.6 of the Plan.

12. **NOTIFICATION OF SUBSEQUENT EMPLOYMENT**. Executive shall report promptly to the Company any employment with another employer (including service as a partner of any partnership or service as an independent contractor or establishment of any business as a sole proprietor) obtained during the period in which Executive's post-termination obligations set forth in Section 9 of this Agreement and Section 3.6 of the Plan apply.

13. **NOTICE**. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand, (ii) on the date of transmission, if

delivered by confirmed e-mail, (iii) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (iv) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Executive:
At the address (or to the facsimile number) shown on the records of the Company

If to the Company:
Chief Human Resources Officer Elevance Health, Inc.
220 Virginia Avenue
Indianapolis, IN 46204

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

14. **SECTION HEADINGS; INCONSISTENCY**. The section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement. In the event of any inconsistency between the terms of this Agreement and any form, award, plan or policy of the Company, the terms of this Agreement shall control.

15. **SUCCESSORS AND ASSIGNS - BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns, as the case may be. The Company may assign this Agreement to any affiliate of the Company and to any successor or assign of all or a substantial portion of the Company's business. Executive may not assign or transfer any of his or her rights or obligations under this Agreement.

16. **SEVERABILITY**. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

17. **DISPUTE RESOLUTION**. The dispute resolution provisions set forth in the Plan (including but not limited to the ERISA claims procedures the jury trial waiver set forth therein) shall apply to and govern any dispute arising out of or relating to this Agreement.

18. **GOVERNING LAW**. This Agreement forms part of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") and shall be governed by and construed in accordance with ERISA and, to the extent applicable and not preempted by ERISA, the law of the State of Indiana applicable to contracts made and to be performed entirely within that State, without regard to its conflicts of law principles.

19. **MISCELLANEOUS**. No provision of this Agreement may be waived, modified, or discharged unless such waiver, modification or discharge is agreed to in writing and signed by

Executive and such officer or director as may be designated by the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement and the Plan and together with all exhibits thereto, and documents incorporated therein by reference, sets forth the entire agreement of the parties hereto in respect of the subject matter contained herein. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

20. **OTHER EMPLOYMENT ARRANGEMENTS**. Except as provided in Section 2.1(a)(i) of the Plan, any severance or change in control plan or agreement (other than the Plan) or other similar agreements or arrangements between Executive and the Company shall, effective as of the Agreement Date, be superseded by this Agreement and the Plan and shall therefore terminate and be null and void and of no force or effect. For the avoidance of doubt, the preceding sentence shall not apply to outstanding Equity Awards held by the Participant on the Agreement Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ELEVANCE HEALTH, INC.

By:_____

Chief Human Resources Officer

Date:

_____

EXECUTIVE

_____

Print Name

Date:

_____

EXHIBIT B
WAIVER AND RELEASE

This is a Waiver and Release ("Release") between _____ ("Executive") and Elevance Health, Inc. (the "Company"). The Company and the Executive agree that they have entered into this Release voluntarily, and that it is intended to be a legally binding commitment between them.

1. In consideration for the promises made herein by the Executive, the Company agrees as follows:

(a) Severance Pay. The Company will pay to the Executive the Severance Pay and other benefits as defined in, and pursuant to the terms and conditions of, the Elevance Health Executive Agreement Plan (the "Plan"). The Company will also pay Executive accrued but unused vacation pay for his or her accrued but unused vacation days.

(b) Unemployment Compensation. The Company will not contest the decision of the appropriate regulatory commission regarding unemployment compensation that may be due to the Executive.

2. In consideration for and contingent upon the Executive's right to receive the severance pay and other benefits described in the Plan and the Employment Agreement and this Release, Executive hereby agrees as follows:

(a) General Waiver and Release. Except as provided in Paragraph 2.(k) below, Executive and any person acting through or under the Executive hereby release, waive and forever discharge the Company, its past subsidiaries and its past and present affiliates, and their respective successors and assigns, and their respective present or past officers, trustees, directors, shareholders, executives and agents of each of them, from any and all claims, demands, actions, liabilities and other claims for relief and remuneration whatsoever (including without limitation attorneys' fees and expenses), whether known or unknown, absolute, contingent or otherwise (each, a "Claim"), arising or which could have arisen up to and including the date of his execution of this Release, arising out of or relating to Executive's employment or cessation and termination of employment, or any other written or oral agreement, any change in Executive's employment status, any benefits or compensation, any tortious injury, breach of contract, wrongful discharge (including any Claim for constructive discharge), infliction of emotional distress, slander, libel or defamation of character, and any Claims arising under Title VII of the Civil Rights Act of 1964 (as amended by the Civil Rights Act of 1991), the Americans With Disabilities Act, the Rehabilitation Act of 1973, the Equal Pay Act, the Older Workers Benefits Protection Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, or any other federal, state or local statute, law, ordinance, regulation, rule or executive order, any tort or contract claims, and any of the claims, matters and issues which could have been asserted by Executive against the Company or its subsidiaries and affiliates in any legal, administrative or other proceeding. Executive agrees that if any action is brought in his or her name before any court or administrative body, Executive will not accept any payment of monies in connection therewith.

(b) Waiver Under Section 1542 of the California Civil Code. Executive, for Executive's predecessors, successors and assigns, hereby waives all rights which Executive may have under Section 1542 of the Civil Code of the State of California, which reads as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I have read this code section, and I am now aware of it. I freely, knowingly, and expressly waive and relinquish any rights or benefits I may have because of this statute and/or other state or federal statutes or common law principles which are similar, or which have a similar purpose, and acknowledge that I am releasing claims I know about as well as claims I may not know about. This waiver is not a mere recital but is a knowing waiver of the rights and benefits otherwise available under said Section 1542.

(c) For Montana Associates Only. I expressly waive all rights under Montana Code Annotated Section 28-1-1602 which provides: "A general release does not extend to claims that the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which, if known by the creditor, must have materially affected the creditor's settlement with the debtor." I understand that I am referred to in this statute as the "creditor" and the Company or other Releasees are referred to as the "debtor."

(d) For North Dakota Associates Only. I expressly waive all rights that I may have under any state or local statute, executive order, regulation, common law and/or public policy relating to unknown claims, including but not limited to North Dakota Century Code Section 9-13-02.

(e) For South Dakota Associates Only. I expressly waive all rights that I may have under any state or local statute, executive order, regulation, common law and/or public policy relating to unknown claims, including but not limited to South Dakota Codified Laws Section 20-7-11.

(f) Executive acknowledges that he or she has received all leaves (paid or unpaid) to which Executive is entitled. By making this Agreement, Executive acknowledges that the Company does not admit that it has done anything wrong, and the Company specifically states that it has not violated or abridged any federal, state, or local law or ordinance, or any right or obligation that it may owe or may have owed Executive. Company policy encourages reporting within the Company possible violations of any law by or on behalf of the Company, and no one has interfered with Executive's opportunity to report such violations.

(g) Executive has returned all Company property, information and/or documents in Executive's possession or control to the Company. Executive further agrees that he or she has not retained and will not retain any copies, duplicates, reproductions, or excerpts of any such property whether in hard copy, electronic format, or otherwise.

(h) Miscellaneous. Executive agrees that this Release specifies payment from the Company to himself or herself, the total of which meets or exceeds any and all funds due him or her by the Company, and that he or she will not seek to obtain any additional funds from the Company with the exception of non-reimbursed business expenses. This covenant does not preclude the Executive from seeking workers compensation, unemployment compensation, or benefit payments under the Company's other employee benefit plans that could be due him or her.

(i) Restrictive Covenants and Intellectual Property. Executive warrants that Executive has, and will continue to, comply fully with the restrictive covenants and other obligations set forth or incorporated by reference into Section 3.6 of the Plan.

(j) THE COMPANY AND THE EXECUTIVE AGREE THAT THE SEVERANCE BENEFITS DESCRIBED IN THIS RELEASE AND THE PLAN ARE CONTINGENT UPON THE EXECUTIVE SIGNING THIS RELEASE. THE EXECUTIVE FURTHER UNDERSTANDS AND AGREES THAT IN SIGNING THIS RELEASE, EXECUTIVE IS RELEASING POTENTIAL LEGAL CLAIMS AGAINST THE COMPANY. THE EXECUTIVE UNDERSTANDS AND AGREES THAT IF HE OR SHE DECIDES NOT TO SIGN THIS RELEASE, OR IF HE OR SHE REVOKES THIS RELEASE, THAT HE OR SHE WILL IMMEDIATELY REFUND TO THE COMPANY ANY AND ALL SEVERANCE BENEFITS HE OR SHE MAY HAVE ALREADY RECEIVED.

(k) The waiver contained in Paragraphs 2(a) through 2(e) above does not apply to any Claims with respect to:

(i) Any claims under employee benefit plans (other than the Plan) subject to the Employee Retirement Income Security Act of 1974 ("ERISA") in accordance with the terms of the applicable employee benefit plan,

(ii) Any Claim under or based on a breach of this Release,

(iii) Rights or Claims that may arise under the Age Discrimination in Employment Act after the date that Executive signs this Release,

(iv) Any right to indemnification or directors' and officers' liability insurance coverage to which the Executive is otherwise entitled in accordance with the Company's articles or by-laws.

EXECUTIVE ACKNOWLEDGES THAT HE OR SHE HAS READ AND IS VOLUNTARILY SIGNING THIS RELEASE. EXECUTIVE ALSO ACKNOWLEDGES THAT HE OR SHE IS HEREBY ADVISED TO CONSULT WITH AN ATTORNEY, HE OR SHE HAS BEEN GIVEN AT LEAST 30 DAYS TO CONSIDER THIS RELEASE BEFORE THE DEADLINE FOR SIGNING IT, AND HE OR SHE UNDERSTANDS THAT HE OR SHE MAY REVOKE THE RELEASE WITHIN SEVEN (7) DAYS (FOR MINNESOTA EXECUTIVES, 15 DAYS) AFTER SIGNING IT. IF NOT REVOKED WITHIN SUCH PERIOD, THIS RELEASE WILL BECOME EFFECTIVE ON THE

EIGHTH (8th) DAY (FOR MINNESOTA EXECUTIVES, SIXTEENTH (16TH) DAY) AFTER IT IS SIGNED BY EXECUTIVE.

BY SIGNING BELOW, BOTH THE COMPANY AND EXECUTIVE AGREE THAT THEY UNDERSTAND AND ACCEPT EACH PART OF THIS RELEASE.

ELEVANCE HEALTH, INC.

By:_____

Print Name

Date:

_____

EXECUTIVE

_____

Print Name

Date:

_____

EXHIBIT C
RESTRICTIVE COVENANTS AND INTELLECTUAL PROPERTY

Pursuant to Section 3.6 of the Plan and Paragraph 9 of the Employment Agreement, the provisions of this Exhibit C (including Appendix A hereto) apply to a Participant who has not yet accepted an Equity Award, and, upon acceptance of an Equity Award, these provisions shall be superseded by the restrictive covenants and intellectual property provisions applicable to the Participant under such Equity Award.

For purposes of this Exhibit C, "Company" shall mean Elevance Health, Inc. and its Subsidiaries and Affiliates. Participant acknowledges that Participant has the right to consult with counsel at Participant's sole expense. As a condition of participating in the Plan and entering into the Employment Agreement, which Participant and the Company agree is fair and reasonable consideration, Participant agrees as follows, subject to any applicable provisions of Appendix A of this Exhibit C.

(a) Confidentiality.

Participant recognizes that the Company derives substantial economic value from information created and used in its business which is not generally known by the public, including, but not limited to, plans, designs, concepts, computer programs, formulae, and equations; product fulfillment and supplier information; customer and supplier lists, and confidential business practices of the Company and any of its customers, vendors, business partners or suppliers; profit margins and the prices and discounts the Company obtains or has obtained or at which it sells or has sold or plans to sell its products or services (except for public pricing lists); manufacturing, assembling, labor and sales plans and costs; business and marketing plans, ideas, or strategies; confidential financial performance and projections; employee compensation; employee staffing and recruiting plans and employee personal information; and other confidential concepts and ideas related to the Company's business (collectively, "Confidential Information"). Participant expressly acknowledges and agrees that by virtue of his/her employment with the Company, Participant will have access to and will use in the course of Participant's duties certain Confidential Information and that Confidential Information constitutes trade secrets and confidential and proprietary business information of the Company, all of which is the exclusive property of the Company. For purposes of this Exhibit, Confidential Information includes, but is not limited to, information that constitutes a trade secret under applicable state or federal law. Confidential Information does not include information that Participant establishes by clear and convincing evidence is or may become known to Participant or to the public from sources outside the Company and through means other than a breach of Participant's obligations under the Plan and the Employment Agreement.

Participant agrees that Participant will not for himself or herself or for any other person or entity, directly or indirectly, without the prior written consent of the Company, while employed by the Company and thereafter: (A) use Confidential Information for the benefit of any person or entity other than the Company or its affiliates; (B) remove, copy, duplicate or otherwise reproduce any document or tangible item embodying or pertaining to any of the Confidential Information, except as required to perform Participant's duties for the Company or its affiliates; or (C) while

employed and thereafter, publish, release, disclose or deliver or otherwise make available to any third party any Confidential Information by any communication, including oral, documentary, electronic or magnetic information transmittal device or media. Upon Termination, Participant shall return all Confidential Information and all other property of the Company. This obligation of non-disclosure and non-use of information shall continue to exist for so long as such information remains Confidential Information.

(b) Non-Competition.

During any period in which Participant is employed by the Company, and during a period of time after Participant's Termination (the "Restriction Period") which, unless otherwise limited by applicable state law, is (i) twenty-four (24) months for Executive Vice Presidents and the President & Chief Executive Officer, and (ii) the greater of the period of severance or twelve (12) months for all other Participants, Participant will not, without prior written consent of the Company, directly or through the direction or control of others, obtain a Competitive Position or perform a Restricted Activity in the Restricted Territory for a Competitor, as those terms are defined herein.

(i) Competitive Position means any employment or performance of services with a Competitor (A) the same as or similar to the services that Participant performed for the Company in the last twenty-four (24) months of Participant's employment with Company (the "Look Back Period"), or (B) in the performance of which Participant will likely use any Confidential Information of the Company.

(i) Restricted Territory means any geographic area in which the Company does business and which Participant provided services in, had responsibility for, had a material presence or influence in, or had access to Confidential Information about, such business, within the Look Back Period.

(ii) Restricted Activity means any activity for which Participant had responsibility for the Company or about which Participant had Confidential Information within the Look Back Period.

(iii) Competitor means any entity or individual (other than the Company) engaged in any one or more of the following: management of network-based managed care plans and programs; administration of managed care services; provision of health insurance, long-term care insurance, dental, life, or disability insurance; administration of flexible spending accounts, COBRA continuation coverage, coordination of benefits, or subrogation services; or the provision, delivery, or administration of health benefit plans or health care services such as pharmacy benefits management (including Specialty pharmacy), value-based care delivery, behavioral health, palliative care, care for chronic and complex conditions, digital healthcare platforms, medical benefits management solutions, or health care research (including health economics and outcomes); or any other aspects of the business or products or services offered by the Company, as to which Participant had responsibilities or received Confidential Information about, during the Look Back Period.

(iv) The restrictions contained in this subsection (b) shall not apply to attorneys who accept a Competitive Position that consists of practicing law.

(v) If Participant receives an offer of a Competitive Position with a Competitor, as those terms are defined above, Participant shall notify the Company's Chief Human Resources Officer, within five business days of receiving the offer and such notification shall include a detailed description of the job responsibilities and the identity of the Competitor. The description must be specific enough for the Company to determine whether Participant's new opportunity constitutes a violation of this provision.

(c) Non-Solicitation of Customers.

During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, consultant, independent contractor, owner, agent, or in any other capacity, directly or through the direction or control of others, for a Competitor of the Company as defined in subsection (b) above:

(i) Solicit business from any client, account, or medical care provider of the Company that Participant had contact with, participated in contact with, had or shared responsibility for, or had access to Confidential Information about, during the Look Back Period; or

(ii) Solicit business from any client, account, or medical care provider that the Company pursued, and Participant had contact with, responsibility for, or knowledge of Confidential Information about, by reason of Participant's employment with the Company, during the Look Back Period.

For purposes of this paragraph (c), an individual policyholder in a plan maintained by the Company or by a client or account of the Company under which individual policies are issued, or a certificate holder in such plan under which group policies are issued, shall not be considered a client or account subject to this restriction solely by reason of being such a policyholder or certificate holder.

(d) Non-Solicitation of Employees.

During any period in which Participant is employed by the Company, and during the Restriction Period after Participant's Termination, Participant will not, either individually or as an employee, partner, independent contractor, owner, agent, or in any other capacity, directly or indirectly solicit, hire, attempt to solicit or hire, or participate in any attempt to solicit or hire, for any non-Company entity:

(i) Any officer or employee of the Company whom the Participant knows to have access to or possession of Confidential Information that would give an unfair advantage to a Competitor;

(ii) Any officer or employee of the Company who, on or at any time during the six (6) months immediately preceding the date of such solicitation or hire, held the position of Director or above with Company;

(iii) Any officer or employee of the Company to whom Participant reported, or who reported to Participant, on or at any time during the six (6) months immediately preceding the dates of such solicitation or hire; or

(iv) Any person who is or was an officer or employee of the Company during the six (6) months immediately preceding the date of such solicitation or hire, or whom the Participant was involved in recruiting while the Participant was employed by the Company.

(e) Non-Disparagement.

Subject to the limitations in section (f) below, Participant agrees that he/she will not, nor will he/she cause or assist any other person to, make any statement to a third party or take any action which is intended to or would reasonably have the effect of disparaging or harming the Company or the business reputation of the Company's directors, employees, officers, or managers, or make any verbal or written statement to any media outlet regarding the Company.

(f) Limitations.

Nothing in this Exhibit prohibits Participant from (i) disclosing Workplace Conduct or the existence of a settlement involving Workplace Conduct that concerns conduct that Participant reasonably believes under state, federal, or common law to be illegal harassment, illegal retaliation, a wage & hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy; (ii) disclosing Workplace Conduct that Participant has reason to believe is otherwise unlawful; or (iii) reporting possible violations of law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of any federal, state, or local law or regulation. "Workplace Conduct" means conduct occurring in the workplace, at work-related events coordinated by or through the Company, or between Employees, or between the Company and any Employee, off the workplace premises. Participant does not need the prior authorization of the Company to make any such reports or disclosures and Participant is not required to notify the Company that Participant has made such reports or disclosures. Disclosures protected by this section (f) may include a disclosure of trade secret information provided that it must comply with the restrictions in the Defend Trade Secrets Act of 2016 (DTSA). The DTSA provides that no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret that: (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (ii) is made in a complaint or other document if such filing is under seal so that it is not made public. Also, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order. If Participant is covered by Section 7 of the

National Labor Relations Act (NLRA) because Participant is not in a supervisor or management role, nothing in this Agreement shall prohibit Participant from using information Participant acquires regarding the wages, benefits, or other terms and conditions of employment at the Company for any purpose protected under the NLRA.

(g) Assignment of Intellectual Property.

Participant agrees that he or she is expected to use his or her inventive and creative capacities for the benefit of the Company and to contribute, where possible, to the Company's intellectual property in the ordinary course of employment.

(i) "Inventions" mean any inventions, discoveries, improvements, designs, processes, machines, products, innovations, business methods or systems, know how, ideas or concepts, and related technologies or methodologies, whether or not shown or described in writing or reduced to practice and whether patentable or not. "Works" mean original works of authorship, including, but not limited to: literary works (including all written material), mask works, computer programs, formulas, tests, notes, data compilations, databases, artistic and graphic works (including designs, graphs, drawings, blueprints, and other works), recordings, models, photographs, slides, motion pictures, and audio visual works; whether copyrightable or not, and regardless of the form or manner in which documented or recorded. "Trademarks" mean any trademarks, service marks, trade dress or names, symbols, special wording, or devices used to identify a business or its business activities whether subject to trademark protection or not. The foregoing terms are collectively referred to herein as "Intellectual Property."

(ii) Participant assigns to the Company or its nominee Participant's entire right, title and interest in and to all Inventions that are made, conceived, or reduced to practice by Participant, alone or jointly with others, during Participant's employment with the Company (whether during working hours or not) that: (A) relate to the Company's business or the Company's actual or anticipated research or development; (B) involve the use or assistance of any tools, time, material, personnel, information, or facility of the Company; or (C) result from or relate to any work, services, or duties undertaken by Participant for the Company.

(iii) Participant recognizes that all Works and Trademarks conceived, created, or reduced to practice by Participant, alone or jointly with others, during Participant's employment shall to the fullest extent permissible by law be considered the Company's sole and exclusive property and "works made for hire" as defined in the U.S. Copyright Laws for purposes of United States law and the law of any other country adhering to the "works made for hire" or similar notion or doctrine, and will be considered the Company's property from the moment of creation or conception forward for all purposes without the need for any further action or agreement by Participant or the Company. If any such Works, Trademarks, or portions thereof shall not be legally qualified as a works made for hire in the United States or elsewhere or shall subsequently be held to not be a work made for hire or not the exclusive property of the Company, Participant hereby assigns to the Company all of Participant's rights, title, and interest, past, present, and future, to such Works or Trademarks. Participant will not engage in any unauthorized publication or use of such Company Works or Trademarks, nor will Participant use same to compete with or otherwise cause damage to the business interests of the Company.

(iv) It is the purpose and intent of this subsection (g) to convey to the Company all of the rights (inclusive of moral rights) and interests of every kind, that Participant may hold in Inventions, Works, Trademarks, and other intellectual property that are covered by clauses (g)(i) through (g)(iii) above ("Company Intellectual Property"), past, present, and future; and Participant waives any right that Participant may have to assert moral rights or other claims contrary to the foregoing understanding. It is understood that this means that in addition to the original work product (be it invention, plan, idea, know how, concept, development, discovery, process, method, or any other legally recognized item that can be legally owned), the Company exclusively owns all rights in any and all derivative works, copies, improvements, patents, registrations, claims, or other embodiments of ownership or control arising or resulting from an item of assigned Company Intellectual Property everywhere such may arise throughout the world. The decision whether or not to commercialize or market any Company Intellectual Property is within the Company's sole discretion and for the Company's sole benefit and no royalty will be due to Participant as a result of the Company's efforts to commercialize or market any such invention. In the event that there is any Invention, Work, Trademark, or other form of intellectual property that is incorporated into any product or service of the Company that Participant retains any ownership of or rights in despite the assignments created by this Agreement, then Participant hereby grants to the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives. All assignments of rights provided for in this Agreement are understood to be fully completed and immediately effective and enforceable assignments by Participant of all intellectual property rights in Company Intellectual Property. When requested to do so by the Company, either during or subsequent to employment with the Company, Participant will (A) execute all documents requested by the Company to affirm or effect the vesting in the Company of the entire right, title and interest in and to the Company Intellectual Property at issue, and all patent, trademark, and/or copyright applications filed or issuing on such property; (B) execute all documents requested by the Company for filing and obtaining of patents, trademarks and/or copyrights; and (C) provide assistance that the Company reasonably requires to protect its right, title and interest in the Company Intellectual Property, including, but not limited to, providing declarations and testifying in administrative and legal proceedings with regard to Company Intellectual Property.

(v) Power of Attorney: Participant hereby irrevocably appoints the Company as his or her agent and attorney in fact to execute any documents and take any action necessary for applications, registrations, or similar measures needed to secure the issuance of letters patent, copyright or trademark registration, or other legal establishment of the Company's ownership and control rights in Company Intellectual Property in the event that Participant's signature or other action is necessary and cannot be secured due to Participant's physical or mental incapacity or for any other reason.

(vi) Participant will make and maintain, and not destroy, notes and other records related to the conception, creation, discovery, and other development of Company Intellectual Property. These records shall be considered the exclusive property of the Company and are covered by clauses (g)(i) through (g)(v) above. During employment and for a period of one (1) year thereafter, Participant will promptly disclose to the Company (without revealing the trade secrets of any third party) any Intellectual Property that Participant creates, conceives, or contributes to, alone or with others, that involve, result from, relate to, or may reasonably be

anticipated to have some relationship to the line of business the Company is engaged in or its actual or anticipated research or development activity.

(vii) Participant will not claim rights in, or control over, any Invention, Work, or Trademark as something excluded from section (g) because it was conceived or created prior to being employed by the Company (a “Prior Work”) unless such item is identified in reasonable detail in a separate writing, signed and submitted by Participant with the execution of the Employment Agreement. Participant will not incorporate any such Prior Work into any work or product of the Company without prior written authorization from the Company to do so; and, if such incorporation does occur, Participant grants the Company and its assigns a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to the use and control of any such item that is so incorporated and any derivatives thereof, including all rights to make, use, sell, reproduce, display, modify, or distribute the item and its derivatives.

(viii) The assignment provisions in this section (g) are limited to only those inventions that lawfully can be assigned by an employee to an employer. Some examples of state laws limiting the scope of assignable inventions are Delaware Code Title 19 Section 805; Kansas Statutes Section 44-130; Minnesota Statutes 13A Section 181.78; North Carolina General Statutes Article 10A, Chapter 66, Commerce and Business, Section 66-57.1; Utah Code Sections 34-39-l through 34-39-3, "Employment Inventions Act"; and Washington Rev. Code, Title 49 RCW: Labor Regulations, Chapter 49.44.140. NOTICE: By accepting this Agreement, Participant acknowledges that to the extent one of the foregoing laws applies, Participant’s assignment pursuant to this section (g) will not apply to an invention for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on Participant’s own time, unless: (A) the invention relates directly to the business of the Company or to the Company's actual or anticipated research or development; or (B) the invention results from any work performed by Participant for the Company. Similarly, to the extent California Labor Code Section 2870 or Illinois 765ILCS1060/1-3 "Participants Patent Act" controls, then the notice in the preceding sentence applies, absent the word “directly” in clause (A).

APPENDIX A

Alabama:
If Alabama law is deemed to apply, then the following applies to Participant: (a) Section 7(d) is rewritten as follows: "While employed and for a period of twelve (12) months from Termination, Participant will not participate in soliciting any Covered Employee of the Company who is in a Sensitive Position to leave the employment of the Company on behalf of (or for the benefit of) a Competitor nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a "Covered Employee" is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding which Participant received Confidential Information during the Look Back Period. An Employee in a "Sensitive Position" refers to an Employee who is uniquely essential to the management, organization, or service of the business;" and (b) Section 7(c) is limited to prohibiting the solicitation of persons or entities who have a current business relationship with the Company.

Arizona:
If Arizona law is deemed to apply, then the following applies to Participant: (a) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; and (b) the restrictions in Section 7(c) shall be limited to the Restricted Territory.

Arkansas, Connecticut, Montana, and South Carolina:
If Arkansas, Connecticut, Montana, or South Carolina law is deemed to apply, then the following applies to Participant: Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

California:
If California law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; (b) the Employee non-solicitation restrictions in Section 7(d) shall not apply; and (c) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law). The preceding sentence supersedes any contradictory provision in any prior agreements between Participant and the Company regarding noncompetition or non-solicitation.

Colorado:
If Colorado law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(b) is aided by Participant's use or disclosure of the Company's trade secrets.

(b) Section 7(c) shall apply only if Participant earns Annualized Cash Compensation equivalent to or greater than sixty percent (60%) of the Threshold Amount for Highly Compensated Workers and to the extent that the conduct in violation of Section 7(c) is aided by Participant's use or disclosure of the Company's trade secrets.

(c) Section 7(d) shall not apply.

(d) "Annualized Cash Compensation" means: (1) the amount of gross salary or wage amount, the fee amount, or other compensation amount for the full year, if the worker was employed or engaged for a full year; or (2) the compensation that the worker would have earned, based on the worker's gross salary or wage amount, fee, or other compensation if the worker was not employed or engaged for a full year. In determining whether a worker's cash compensation exceeds the threshold amount, where the worker has been employed for less than a calendar year, the worker's cash compensation exceeds the threshold amount if the worker would reasonably expect to earn more than the threshold amount during a calendar year of employment.

(e) “Threshold Amount for Highly Compensated Workers” means the greater of the threshold amount for highly compensated workers as determined by the Division of Labor Standards and Statistics in the Department of Labor and Employment, as of August 10, 2022, or the date Participant accepts this Agreement.

(f) Nothing contained in this Agreement shall be construed to prohibit Participant from disclosing information that:
(1) arises from Participant’s general training, knowledge, skill, or experience, whether gained on the job or otherwise;
(2) is readily ascertainable to the public; or (3) a worker otherwise has a right to disclose as legally protected conduct.

(g) Participant acknowledges that Participant received notice of this Agreement (including, but not limited to, the provisions of Section 7: (1) before Participant accepted the Company’s offer of employment (if Participant is a new hire); or (2) at least fourteen (14) days before the earlier of (I) Participant’s acceptance of this Agreement, or (II) the effective date of any additional compensation or change in the terms or conditions of employment that provides consideration for the covenants in Section 7.

Georgia:
If Participant resides in Georgia and is subject to Georgia law, then Section 7(d) shall be limited to targeting for solicitation or hire Employees who are located within the Restricted Territory.

Illinois:
If Participant resides in Illinois and is subject to Illinois law, then:

(a) The provisions of Section 7(c) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(b) The provisions of Section 7(d) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $45,000 per year in 2022-2026, $47,500 per year in 2027-2031, $50,000 per year in 2032-2036, and $52,500 beginning on January 1, 2037;

(c) The provisions of Section 7(b) shall apply only if Participant’s Earnings, as defined by the Illinois Freedom to Work Act, exceed $75,000 per year in 2022-2026, $80,000 per year in 2027-2031, $85,000 per year in 2032-2036, and $90,000 beginning on January 1, 2037;

(d) The provisions of Section 7(b) shall not apply if Participant is covered by a collective bargaining agreement under the Illinois Public Relations Act;

(e) Participant’s nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant’s Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret;

(f) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so; and

(g) If Participant is a new hire, Participant acknowledges that Participant has been provided a copy of this Agreement at least 14 calendar days before the commencement of employment. If Participant is an existing Employee, Participant acknowledges that Participant has been given at least 14 calendar days to review this Agreement.

Indiana:
If Participant resides in Indiana and is subject to Indiana law, then the restrictions on Participant under Section 7(d) shall apply only with respect to soliciting, hiring, attempting to solicit or hire, or participating in any attempt to solicit or hire individuals who themselves had access to Confidential Information in the prior six months.

Louisiana:
If Louisiana law is deemed to apply, then the following applies to Participant: (a) the “Restricted Territory” defined in Section 7 of the Agreement is understood to cover the following parishes in Louisiana and all counties outside Louisiana where Participant had responsibilities for the Company: Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Bienville, Bossier, Caddo, Calcasieu, Caldwell, Cameron, Catahoula, Claiborne, Concordia, DeSoto, East

Baton Rouge, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson, Jefferson Davis, LaSalle, Lafayette, Lafourche, Lincoln, Livingston, Madison, Morehouse, Natchitoches, Orleans, Ouachita, Plaquemines, Pointe Coupee, Rapides, Red River, Richland, Sabine, St. Bernard, St. Charles, St. Helena, St. James, St. John The Baptist, St. Landry, St. Martin, St. Mary, St. Tammany, Tangipahoa, Tensas, Terrebonne, Union, Vermilion, Vernon, Washington, Webster, West Baton Rouge, West Carroll, West Feliciana, Winn; and (b) the restrictions in Section 7(c) (as well as Section 7(b)) shall be limited to the foregoing parishes and counties.

Maine:
If Maine law is deemed to apply, then the following applies to Participant: (a) Participant acknowledges that if Participant is a new hire Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company and was given at least three business days to consider the Agreement before signing; (b) Section 7(b) will not take effect until one year of employment or a period of six months from the date the agreement is signed, whichever is later; and (c) Section 7(b) shall not apply if Participant earns at or below 400% of the federal poverty level.

Maryland:
If Maryland law is deemed to apply, then the following applies to Participant: Section 7(b) shall not apply if Participant earns equal to or less than $15/hour or $31,200 annually.

Massachusetts:
If Participant resides or works in Massachusetts for at least the thirty days preceding Participant's Termination, then the Company will notify Participant within ten (10) business days of Participant's Termination whether the Company decides to waive Section 7(b) or make these provisions enforceable by paying Participant garden leave as provided by the Massachusetts Noncompetition Agreement Act, G.L. c. 149, S. 24L. In addition, if Massachusetts law is deemed to apply, then the following applies to Participant:

(a) Section 7(b) will not apply if Participant's employment is terminated without "cause" or if Participant is terminated as part of a reduction in force. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, "cause" to terminate Participant's employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of Participant's position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant's duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community;

(b) Participant acknowledges that Participant has been advised to consult with an attorney about this Agreement and has been given an opportunity to do so;

(c) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Participant's Termination (as well as while Participant is employed by the Company); however, if Participant breaches Section 7(b) of this Agreement, and also breaches Participant's fiduciary duty to the Company and/or has unlawfully taken, physically or electronically, any Company records, then such Restricted Period shall be extended to a period of two
(2) years from Termination;

(d) Participant acknowledges that (i) if Participant is being initially hired by the Company, that Participant received a copy of this Agreement prior to receiving a formal offer of employment from the Company or at least ten (10) business days before commencement of Participant's employment by the Company, whichever came first; or (ii) if Participant was already employed by the Company at the time of signing this Agreement, that Participant was provided a copy hereof at least ten (10) business days before the effective date of this Agreement;

(e) the tolling language Section 10(b) shall only apply to any breach of Section 7(c) and (d) (i.e., the tolling language shall not apply to Section 7(b)); and

(f) Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; 18 years or younger; or an undergraduate or graduate student in an internship or other short-term employment relationship while enrolled in college or graduate school.

Minnesota:
If Minnesota law is deemed to apply, then the restrictions in Section 7(b) shall be limited to situations in which Participant is aided in his or her conduct by the use or disclosure of Confidential Information.

Nebraska:
If Nebraska law is deemed to apply, then the following applies to Participant: (a) Section 7(c) is limited to the solicitation of persons or entities with which Participant did business and had personal business-related contact during the Look Back Period; and (b) Section 7(b) is limited to restricting Participant from working for a Company client or account with whom the Participant did business and had personal business-related contact during the Look Back Period.

Nevada:
If Nevada law is deemed to apply, then the following applies to Participant: (a) Section 7 does not preclude Participant from providing services to any former client or customer of the Company if: (1) Participant did not solicit the former customer or client; (2) the customer or client voluntarily chose to leave and seek services from Participant; and (3) Participant is otherwise complying with the limitations in this Agreement as to time and scope of activity to be restrained; and (b) Section 7(b) does not apply if Participant is paid solely an hourly wage, exclusive of tips or gratuities.

New Hampshire:
If New Hampshire law is deemed to apply, then the following applies to Participant: (a) Section 7(b) does not apply if Participant earns an hourly rate less than or equal to 200 percent of the federal minimum wage; and (b) Participant acknowledges that Participant was given a copy of this Agreement prior to a change in job classification or the offer of employment.

New York:
If New York law is deemed to apply, then the following applies to Participant: Section 7(c) shall be modified to exclude those clients or customers who became a client or customer of the Company as a result of Participant's independent contact and business development efforts with the customer or client prior to and independent from his/her employment with the Company.

North Carolina:
If North Carolina law is deemed to apply, then the following applies to Participant: (a) the Look Back Period shall be calculated looking back twenty-four (24) months from the date of enforcement and not from the date Participant's employment ends; and (b) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

North Dakota:
If North Dakota law is deemed to apply, then the following applies to Participant: (a) the noncompetition restriction in Section 7(b) shall not apply; and (b) Section 7(c) shall be limited to situations where Participant is aided in his or her conduct by the use or disclosure of the Company's trade secrets (as defined by applicable law).

Oklahoma:
If Oklahoma law is deemed to apply, then the following applies to Participant: (i) Section 7(c) is limited to preclude only the direct solicitation of established customers of the Company for the purpose of doing any business that would compete with the Company's business; and (ii) the noncompetition restrictions in Section 7(b) shall not apply.

Oregon:
If Oregon law is deemed to apply, then the following applies to Participant: the restrictions in Section 7(b) shall apply only if: (a) Participant is engaged in administrative, executive or professional work and performs predominantly intellectual, managerial, or creative tasks, exercises discretion and independent judgment and earns a salary or is otherwise exempt from Oregon's minimum wage and overtime laws; (b) the Company has a "protectable interest" (meaning, access to trade secrets or competitively sensitive confidential business or professional information); and (c) the total amount of Participant's annual gross salary and commission, calculated on an annual basis, at the time of Participant's Termination, exceeds $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for

All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. However, if Participant does not meet requirements of either (a) or (c) (or both), the Company may, on a case-by-case basis, decide to make Section 7(b) enforceable as to Participant (as allowed by Oregon law), by agreeing in writing to pay Participant, during the period of time Participant is restrained from competing, the greater of: (i) compensation equal to at least 50 percent of Participant's annual gross base salary and commissions at the time of Termination; or (ii) fifty percent of $100,533 adjusted annually for inflation pursuant to the Consumer Price Index for All Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor immediately preceding the calendar year of Participant's Termination. If Participant is an existing Employee, Participant acknowledges that this Agreement was entered into upon a subsequent bona fide advancement of Participant by the Company; namely the Company is conferring upon Participant equity awards that, if accepted by Participant, will supplement Participant's compensation.

Puerto Rico:
If Puerto Rico law is deemed to apply, then the following applies to Participant: (a) the Restricted Period and the Look Back Period in Section 7 shall be, in each case, only a period of twelve (12) months; (b) the Restricted Territory shall be limited to the territory of Puerto Rico; (c) the customer restriction in Section 7(c) shall be limited to clients, accounts, and medical care providers that were personally serviced by Participant during the Look Back Period and had an active business relationship with the Company within the last thirty (30) days prior to Participant's Termination; and (d) the tolling provision in Section 10(b) shall not apply.

Rhode Island:
If Rhode Island law is deemed to apply, then Section 7(b) shall not apply to Participant following Termination if Participant is: classified as non-exempt under the FLSA; an undergraduate or graduate student in an internship or short-term employment relationship; 18 years of age or younger; or a low wage Participant (defined as earning less than 250% of the federal poverty level).

Utah:
If Utah law is deemed to apply, then the following applies to Participant: (a) the Restricted Period applicable to Section 7(b) shall be limited to a period of one year following Termination (as well as while Participant is employed by the Company).

Virginia:
If Virginia law is deemed to apply, then the following applies to Participant: (a) Section 7(b)-(d) shall not apply if Participant is a "low wage Participant." A "low wage Participant" refers to a Participant whose average weekly earnings (calculated by dividing Participant's earnings during the period of 52 weeks immediately preceding Termination by 52, or if Participant worked fewer than 52 weeks, by the number of weeks that Participant was actually paid during the 52-week period) are less than the average weekly wage of the Commonwealth of Virginia as determined pursuant to subsection B of Virginia Code § 65.2-500. "Low-wage Participant" includes interns, students, apprentices, or trainees employed, with or without pay, at a trade or occupation in order to gain work or educational experience. "Low-wage Participant" also includes an individual who has independently contracted with another person to perform services independent of an employment relationship and who is compensated for such services by such person at an hourly rate that is less than the median hourly wage for the Commonwealth of Virginia for all occupations as reported, for the preceding year, by the Bureau of Labor Statistics of the U.S. Department of Labor. However, "low-wage Participant" does not include any Participant whose earnings are derived, in whole or in predominant part, from sales commissions, incentives, or bonuses paid to Participant by the Company; (b) Section 7 does not preclude Participant from providing services to any client or customer of the Company if Participant did not initiate contact with or solicit the former customer or client; and (c) Participant's nondisclosure obligation in Section 7(a) shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret.

Washington (state):
If Participant resides in Washington at the time this Agreement is entered, Participant acknowledges that Participant was given at least ten (10) business days to consider this Agreement before accepting it.

In addition, if Washington law controls, then for so long as Washington law controls, the Agreement will be modified and applied as follows:

(a) Section 7(b) shall apply following Termination only if Participant's annualized earnings from the Company exceed $100,000.00 per year (adjusted annually in accordance with Section 5 of Washington HP 1450), and Section 7(b) shall apply during employment only if Participant earns at least twice the Washington minimum hourly wage (subject to the common law duty of loyalty and the Company's Code of Conduct);

(b) for purposes of the application of the non-competition provision in Section 7(b), Participant understands that the non-competition provision will not be enforced against Participant if Participant is terminated from employment without "cause" or if Participant is laid off, unless the Company pays Participant during the Restricted Period an amount equal to Participant's base salary at Termination less any compensation earned by Participant during the Restricted Period. Participant further understands that for the limited purpose of the application of the non-competition clause in Section 7(b) of the Agreement, "cause" to terminate Participant's employment exists if Participant has (i) committed, admitted committing, or plead guilty to a felony or crime involving moral turpitude, fraud, theft, misappropriation, or dishonesty, (ii) violated a material term of this Agreement or Company policy, (iii) engaged in insubordination, or failed or refused to perform assigned duties of my position despite reasonable opportunity to perform, (iv) failed to exercise reasonable care and diligence in the exercise of Participant's duties for the Company, or (iv) engaged in conduct or omissions that Participant knew, or should have known (with the exercise of reasonable care), would cause, or be likely to cause, harm to the Company or its reputation in the business community; and

(c) Participant further acknowledges that if Participant is a new Employee, Participant has had advance notice of the terms of this Agreement prior to accepting the Company's offer of employment.

Washington, D.C.:
Participant acknowledges that Participant was given a copy of Washington, D.C., Council Bill 24-256 ("Bill 24-256") prior to or contemporaneously with accepting this Agreement.

If Participant is a "Covered Employee" as defined by Bill 24-256 and Participant is not a "Highly Compensated Employee," as defined by Bill 24-256, the following applies to Participant: (1) Section 7(b) shall not apply; (2) "Confidential Information" shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) Participant is precluded, during Participant's employment with the Company, from accepting money or a thing of value for performing work for a person other than the Company, where doing so can reasonably be concluded to result in (a) Participant's disclosure or use of Confidential Information or "Proprietary employer information," as defined by Bill 24-256; (b) a conflict with the Company's established rules regarding conflicts of interest, or (c) impairment of the Company's ability to comply with federal law, the law of the District of Columbia, or a contract or grant agreement.

If Participant is a "Covered Participant" as defined by Bill 24-256 and Participant is a "Highly Compensated Participant," as defined by Bill 24-256, the following applies to Participant: (1) Participant acknowledges that Participant was given a copy of this Agreement at least 14 days before Participant commenced employment with the Company (if Participant is a new hire) or Participant was given a copy of this Agreement at least 14 days before Participant was required to accept this Agreement (if Participant is an existing Employee); (2) "Confidential Information" shall, in all instances, be limited to information owned or possessed by the Company which is not available to the general public and which the Company has taken reasonable steps to ensure is protected from improper disclosure; (3) the Restricted Period for purposes of the non-competition provision in Section 7(b) shall be limited to a period of twelve (12) months following Termination (and while Participant is employed by the Company); and (4) Participant is notified that The District of Columbia Ban on Non-Compete Agreements Amendment Act of 2020 limits the use of non-compete agreements. It allows employers to request non-compete agreements from "highly compensated employees" under certain conditions. The Company has determined that you are a highly compensated employee. For more information about the Ban on Non-Compete Agreements Amendment Act of 2020, contact the District of Columbia Department of Employment Services (DOES).

Wisconsin:
If Wisconsin law is deemed to apply, then the following applies to Participant: (a) Participant's nondisclosure obligation in Section 7 shall extend for a period of three (3) years after Participant's Termination as to Confidential Information that does not qualify for protection as a trade secret. Trade secret information shall be protected from disclosure as long as the information at issue continues to qualify as a trade secret; (b) the tolling provision in Section 10(b) shall not apply; and (c) Section 7(d) is rewritten as follows: "While employed and for a period of twelve (12) months following Termination, Participant will not participate in soliciting any "Covered Employee" of the Company

that is in a “Sensitive Position” to leave the employment of the Company on behalf of (or for the benefit of) a Competitor; nor will Participant knowingly assist a Competitor in efforts to hire a Covered Employee away from the Company. As used in this Section 7(d), a “Covered Employee” is an Employee with whom Participant worked, as to whom Participant had supervisory responsibilities, or regarding whom Participant received Confidential Information during the Look Back Period. A Participant in a “Sensitive Position” refers to an Employee who is in a management, supervisory, sales, research and development, or similar role where the Employee is provided Confidential Information or is involved in business dealings with the Company’s clients.”

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULE 13a-14(a) AND RULE 15d-14(a) OF THE EXCHANGE ACT RULES,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Gail K. Boudreaux, certify that:

1. I have reviewed this report on Form 10-Q of Elevance Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

April 18, 2024

/s/ GAIL K. BOUDREAUX

President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULE 13a-14(a) AND RULE 15d-14(a) OF THE EXCHANGE ACT RULES,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Mark B. Kaye, certify that:

1. I have reviewed this report on Form 10-Q of Elevance Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

April 18, 2024

/s/ MARK B. KAYE

Executive Vice President and
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Elevance Health, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gail K. Boudreaux, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GAIL K. BOUDREAUX

Gail K. Boudreaux

President and Chief Executive Officer

April 18, 2024

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Elevance Health, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mark B. Kaye, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ MARK B. KAYE

Mark B. Kaye

Executive Vice President and Chief Financial Officer

April 18, 2024