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EMPLOYMENT AGREEMENT

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EMPLOYMENT AGREEMENT (this “**Agreement**”) dated as of July 9, 2012 and effective upon the Agreement Date (specified on Schedule A hereto), between WellPoint, Inc., an Indiana corporation (“**WellPoint**”) with its headquarters and principal place of business in Indianapolis, Indiana (WellPoint, together with its subsidiaries and affiliates are collectively referred to herein as the “**Company**”), and the person listed on Schedule A (“**Executive**”).

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WITNESSETH

WHEREAS, WellPoint has entered into an agreement and plan of merger with AMERIGROUP Corporation, a Delaware corporation, pursuant to that certain Agreement and Plan of Merger, dated as of July 9, 2012, by and among AMERIGROUP Corporation, WellPoint and WellPoint Merger Sub, Inc. (the “**Merger Agreement**”);

WHEREAS, the “**Closing Date**” shall have the meaning specified in the Merger Agreement; and

WHEREAS, the Company desires to retain the services of Executive following the Closing Date and to provide Executive an opportunity to receive certain retention payments and severance protection 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.

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:

1. **POSITION/DUTIES.**

(a) During the Employment Period (as defined in Section 2 below), Executive shall serve in the position set forth on Schedule A, or in such other position of comparable duties, authorities and responsibilities commensurate with the skills and talents of Executive to which the Company may from time to time assign Executive. In this capacity, Executive shall have

29 such duties, authorities and responsibilities as the Company shall designate that are
30 commensurate with Executive's position.

31 (b) During the Employment Period, Executive shall comply with Company policies
32 and procedures, and shall devote all of Executive's business time, energy and skill, best efforts
33 and undivided business loyalty to the performance of Executive's duties with the Company.
34 Executive further agrees that while employed by the Company he shall not perform any services
35 for remuneration for or on behalf of any other entity without the advance written consent of the
36 Company; provided, that Executive may (within reasonable demands on his time) engage in
37 community charitable and educational activities and may continue serving on any boards of
38 directors on which he currently serves.

39 2. **EMPLOYMENT PERIOD.** The initial term of Executive's employment under
40 this Agreement shall commence on the Agreement Date and end on the anniversary date which is
41 two (2) years after the Agreement Date (the "**Initial Term**") unless terminated earlier by either
42 party in accordance with the termination provisions hereinafter provided. After the Initial Term,
43 Executive shall be offered participation in the WellPoint, Inc. Executive Agreement Plan, as
44 amended from time to time (or any successor plan as in effect from time to time) at the level
45 provided to similarly situated executives of the Company. For the avoidance of doubt, in the
46 event that Executive declines participation in the WellPoint, Inc. Executive Agreement Plan, the
47 employment relationship shall continue on an "at will" basis. The period beginning on the
48 Agreement Date and ending on the expiration of the Initial Term or earlier as provided in Section
49 8 of this Agreement shall constitute the "**Employment Period**" for purposes of this Agreement.

50 3. **BASE SALARY.** The Company agrees to pay Executive a base salary at an
51 annual rate set forth on Schedule A, payable in accordance with the regular payroll practices of
52 the Company. Executive's Base Salary shall be subject to annual review for increase by the
53 Company. The base salary as determined herein from time to time shall constitute "**Base**
54 **Salary**" for purposes of this Agreement.

55 4. **BONUS.** During the Employment Period, for each fiscal year, Executive shall be
56 eligible to receive an annual bonus upon such terms as adopted from time to time by the
57 Company, provided such terms are no less favorable to Executive as such terms apply to

58 similarly situated executives of the Company; and provided, further, that Executive is not already
59 participating in an AMERIGROUP annual bonus plan for such fiscal year. The minimum target
60 bonus for which Executive shall be eligible for each fiscal year that commences during the
61 Employment Period is specified in Schedule A to this Agreement.

62 5. **SPECIAL RSU AWARD.** On the first business day of the month concurrent
63 with or following the Closing Date, WellPoint shall grant Executive a special restricted stock
64 unit award (the "**Special RSU Award**") under the WellPoint Incentive Compensation Plan, with
65 a grant date fair market value equal to the Special Retention Bonus, as specified in Schedule A to
66 this Agreement. The Special RSU Award will vest in two (2) equal installments on the six (6)
67 month anniversary and the first anniversary of the Closing Date, unless sooner provided in the
68 applicable award agreement, provided Executive remains in the continuous employ of the
69 Company until such date. The terms and conditions of the restricted stock unit award (including
70 the right to dividend equivalents) shall be in substantially the form of such award attached hereto
71 as Exhibit A. Executive will also be entitled to participate in the Company's cash and equity
72 incentive compensation plans for senior management, as in effect from time to time, in
73 accordance with the terms and conditions of the plans, and shall be treated no less favorably than
74 other similarly situated Company executives.

75 6. **BENEFITS.** During the Employment Period, Executive, his spouse and their
76 eligible dependents shall be entitled to participate in any employee benefit plan that the
77 Company (or, to the extent the Company determines otherwise, AMERIGROUP Corporation,
78 until employees of AMERIGROUP Corporation generally are transferred to the Company's
79 plans) has adopted or may adopt, maintain or contribute to for the benefit of its executives at a
80 level commensurate with Executive's position, subject to satisfying the applicable eligibility
81 requirements therefor. Notwithstanding the foregoing, the Company may modify or terminate
82 any employee benefit plan at any time in accordance with its terms. The Company shall
83 reimburse Executive for reasonable and necessary out-of-pocket expenses incurred in connection
84 with his duties hereunder in accordance with the Company's expense reimbursement plans and
85 policies applicable to similar situated executives of the Company. In addition, Executive shall be
86 entitled to indemnification and coverage under a directors' and officers' liability insurance policy

87 on terms and conditions no less favorable than those that apply to similarly situated executives of
88 the Company.

89 7. **ACCELERATION OF CERTAIN AMERIGROUP AWARDS.** Immediately
90 after the Effective Time, as such term is defined in the Merger Agreement, notwithstanding
91 anything to the contrary in the Merger Agreement (including Section 1.11(e) of the Merger
92 Agreement), WellPoint shall pay to Executive in exchange for any shares of Restricted Stock
93 (as such term is defined in the AMERIGROUP Corporation 2009 Equity Incentive Plan, as
94 amended and restated from time to time) that were awarded to Executive pursuant to a certain
95 AMERIGROUP Corporation 2009 Equity Incentive Plan Restricted Stock Agreement, dated
96 March 9, 2010, and that remain unvested as of the Effective Time (the "**Unvested Shares**"), a
97 lump sum cash amount (free from vesting requirements, deferrals or restrictions) equal to the
98 product of (i) the total number of such Unvested Shares as existed immediately prior to the
99 Effective Time and the application of Section 1.11(e) of the Merger Agreement, multiplied by
100 (ii) the Merger Consideration, as such term is defined in the Merger Agreement (the "**RS**
101 **Payment**"). For the avoidance of doubt and notwithstanding anything to the contrary herein or
102 in any other plan, policy or agreement (including the hereabove referenced restricted stock
103 agreement), no portion of the RS Payment shall be subject to claw-back, set-off, offset,
104 recoupment, or any similar concept.

105 8. **TERMINATION.** Executive's employment and the Employment Period shall
106 terminate on the first of the following to occur:

107 (a) **DISABILITY.** Subject to applicable law, upon ten (10) days' prior written notice
108 by the Company to Executive of termination due to Disability. "**Disability**" shall have the
109 meaning defined in the Company's Long Term Disability Plan.

110 (b) **DEATH.** Automatically on the date of death of Executive.

111 (c) **CAUSE.** The Company may terminate Executive's employment hereunder for
112 Cause immediately upon written notice by the Company to Executive of a termination for Cause.
113 "**Cause**" shall mean any act or failure to act on the part of Executive which constitutes: (i) fraud,
114 embezzlement, theft or dishonesty against the Company; (ii) material violation of law in

115 connection with or in the course of Executive's duties or employment with the Company; (iii)
116 commission of any felony or crime involving moral turpitude; (iv) any violation of Section 12 of
117 this Agreement; (v) any other material breach of this Agreement; (vi) material breach of any
118 written employment policy of the Company; (vii) conduct which tends to bring the Company
119 into substantial public disgrace or disrepute; or (viii) a material violation of the Company's
120 Standards of Ethical Business Conduct; provided, that in the case of (v), (vi) and (viii), the Board
121 gives Executive written notice of such breach or violation and thirty (30) days to cure the breach
122 or violation (if the breach is reasonably capable of cure).

123 (d) **WITHOUT CAUSE.** Upon written notice by the Company to Executive of an
124 involuntary termination without Cause, other than for death or Disability.

125 (e) **BY EXECUTIVE.** Upon written notice by Executive to the Company with or
126 without Good Reason, provided, however, that in the event of a termination without Good
127 Reason, such written notice shall be given to the Company at least thirty (30) days in advance of
128 the termination date (provided Executive may not give such notice prior to the five (5) month
129 anniversary of the Agreement Date in the absence of unforeseen personal emergency
130 circumstances). "Good Reason" shall mean: (1) a material reduction in Executive's annual
131 salary, or in Executive's annual total cash compensation (including annual salary and target
132 bonus), but excluding in either case any reduction applicable to management employees
133 generally; (2) a material adverse change without Executive's prior consent in Executive's
134 position, duties, or responsibilities as an executive of the Company as described in this
135 Agreement or as otherwise provided following the Closing Date (for the avoidance of doubt,
136 requiring Executive to perform duties and have responsibilities commensurate with Executive's
137 position listed on Schedule A shall not trigger this clause (2)); nor shall organizational changes
138 resulting from the integration, repositioning or realignment of duplicative AMERIGROUP
139 business functions as a result of the transactions contemplated by the Merger Agreement trigger
140 this clause (2)); (3) a material breach of this Agreement by the Company; (4) a change in
141 Executive's principal work location to a location more than fifty (50) miles from his prior work
142 location; or (5) the failure of any successor to Company by merger, consolidation, or acquisition
143 of all or substantially all of the business of the Company to assume the Company's obligations
144 under this Agreement. Notwithstanding the foregoing provisions of this definition, Good Reason

145 shall not exist if Executive has in his sole discretion agreed in writing that such event shall not be
146 Good Reason. A termination shall not be considered to be for Good Reason unless (A) within
147 sixty (60) days of the occurrence of the events claimed to be Good Reason Executive notifies the
148 Company in writing of the reasons why he believes that Good Reason exists, (B) the Company
149 has failed to correct the circumstance that would otherwise be Good Reason within thirty (30)
150 days of receipt of such notice, and (C) Executive terminates his employment within sixty (60)
151 days of such thirty (30) day period.

152 9. **CONSEQUENCES OF TERMINATION.**

153 (a) In the event of termination of Executive's employment during the Initial Term (x)
154 by the Company for any reason other than death, Disability or Cause or (y) by Executive for
155 Good Reason, Executive will be entitled to receive a lump sum amount ("**Severance Pay**")
156 specified in Schedule A to this Agreement within sixty (60) days following the date of
157 termination.

158 (b) Reference is made to Section 5(d) (Section 280G) of the AMERIGROUP
159 Corporation Amended and Restated Change in Control Benefit Policy and such Section 5(d) is
160 incorporated by reference herein. The terms and conditions of such Section 5(d) shall apply to
161 the extent that any portion of the Severance Pay (or any other "Payment" described under such
162 Section 5(d)) would constitute an "excess parachute payment" within the meaning of Section
163 280G(b) of the Internal Revenue Code of 1986, as amended from time to time; provided,
164 however, that the second sentence of Section 5(d)(i) shall apply only with respect to Payments
165 that do not constitute deferred compensation under Code Section 409A after taking into account
166 all exceptions applicable under the regulations and other guidance issued thereunder.

167 (c) Entitlement to the Severance Pay is subject to Executive's compliance with
168 Sections 12 and 13 of this Agreement and the other terms and conditions of this Agreement, and
169 subject to the execution and delivery of a valid and unrevoked waiver and release agreement in
170 favor of the Company as required by Section 11 and to the other conditions set forth below.

171 (d) For the avoidance of doubt, no Severance Pay shall be payable in respect of: (i)
172 termination of Executive's employment upon death or Disability, (ii) termination of Executive's

173 employment by the Company for Cause, or (iii) any voluntary resignation that does not
174 constitute a termination of Executive's employment for Good Reason. In cases of all
175 terminations, he will be entitled to receive all accrued but unpaid base salary and vacation pay
176 (to be paid within thirty days of his termination date) and vested payments under any of the
177 benefit plans and other policies or agreements of the Company or AMERIGROUP Corporation
178 (other than severance plans) to which Executive is entitled and any statutory payments or
179 benefits to which Executive is entitled under any applicable law (all such amounts shall be paid
180 or provided as provided in such plans, agreements, policies or legal requirements).

181 10. **CHANGE IN CONTROL.** Reference is made to Article 4 (Additional Change
182 in Control Benefits) of the WellPoint, Inc. Executive Agreement Plan (as amended from time to
183 time) (the "Plan"), and such Article 4 is incorporated herein by reference. In the event of a
184 "Change in Control" of WellPoint during the term of Executive's employment under this
185 Agreement, Executive will be eligible for the benefits contemplated thereunder and on the same
186 terms and conditions as if he were a "Participant" in such Plan, except that all of the restrictive
187 covenants provided for in such Plan shall be replaced with the restrictive covenants contained
188 herein.

189 11. **RELEASE.** Any and all amounts payable and benefits or additional rights
190 provided pursuant to this Agreement beyond accrued benefits (including but not limited to those
191 provided under Section 9 and Section 10 above) shall only be payable if Executive delivers to the
192 Company and does not revoke a general release of all claims (in substantially the form set forth
193 on Schedule B to this Agreement) and such general release is valid, binding and in full force and
194 effect by no later than sixty (60) days following the date of termination; provided, that the
195 Company shall have delivered an execution version of such release to executive within seven (7)
196 business days following his date of termination

197 12. **RESTRICTIVE COVENANTS.**

198 (a) **CONFIDENTIALITY.**

199 (i) Executive recognizes that the Company derives substantial economic
200 value from information created and used in its business which is not generally known by

201 the public, including, but not limited to, plans, designs, concepts, computer programs,
202 formulae, and equations; product fulfillment and supplier information; customer and
203 supplier lists, and confidential business practices of the Company, its affiliates and any of
204 its customers, vendors, business partners or suppliers; profit margins and the prices and
205 discounts the Company obtains or has obtained or at which it sells or has sold or plans to
206 sell its products or services (except for public pricing lists); manufacturing, assembling,
207 labor and sales plans and costs; business and marketing plans, ideas, or strategies;
208 confidential financial performance and projections; employee compensation; employee
209 staffing and recruiting plans and employee personal information; and other confidential
210 concepts and ideas related to the Company's business (collectively, "**Confidential**
211 **Information**"). Executive expressly acknowledges and agrees that by virtue of his
212 employment with the Company, Executive will have access and will use in the course of
213 Executive's duties certain Confidential Information and that Confidential Information
214 constitutes trade secrets and confidential and proprietary business information of the
215 Company, all of which is the exclusive property of the Company. For purposes of this
216 Agreement, Confidential Information includes the foregoing and other information
217 protected under the Indiana Uniform Trade Secrets Act (the "**Act**"), or to any comparable
218 protection afforded by applicable law, but does not include information that Executive
219 establishes by clear and convincing evidence, is or may become known to Executive or to
220 the public from sources outside the Company and through means other than a breach of
221 this Agreement.

222 (ii) Executive agrees that Executive will not for himself or for any other
223 person or entity, directly or indirectly, without the prior written consent of the Company,
224 while employed by the Company and thereafter: (1) use Confidential Information for the
225 benefit of any person or entity other than the Company or its affiliates; (2) remove, copy,
226 duplicate or otherwise reproduce any document or tangible item embodying or pertaining
227 to any of the Confidential Information, except as required to perform Executive's duties
228 for the Company or its affiliates; or (3) while employed and thereafter, publish, release,
229 disclose or deliver or otherwise make available to any third party any Confidential
230 Information by any communication, including oral, documentary, electronic or magnetic

231 information transmittal device or media. Upon termination of employment, Executive
232 shall return all Confidential Information and all other property of the Company. This
233 obligation of non-disclosure and non-use of information shall continue to exist for so long
234 as such information remains Confidential Information.

235 (b) **DISCLOSURE AND ASSIGNMENT OF INVENTIONS AND**
236 **IMPROVEMENTS.** Without prejudice to any other duties express or implied imposed on
237 Executive hereunder it shall be part of Executive's normal duties at all times to consider in what
238 manner and by what methods or devices the products, services, processes, equipment or systems
239 of the Company and any customer or vendor of the Company might be improved and promptly
240 to give to the Chief Executive Officer of the Company or his or her designee full details of any
241 improvement, invention, research, development, discovery, design, code, model, suggestion or
242 innovation (collectively called "**Work Product**"), which Executive (alone or with others) may
243 make, discover, create or conceive in the course of Executive's employment. Executive
244 acknowledges that the Work Product is the property of the Company. To the extent that any of
245 the Work Product is capable of protection by copyright, Executive acknowledges that it is
246 created within the scope of Executive's employment and is a work made for hire. To the extent
247 that any such material may not be a work made for hire, Executive hereby assigns to the
248 Company all rights in such material. To the extent that any of the Work Product is an invention,
249 discovery, process or other potentially patentable subject matter (the "**Inventions**"), Executive
250 hereby assigns to the Company all right, title, and interest in and to all Inventions. The Company
251 acknowledges that the assignment in the preceding sentence does not apply to an Invention that
252 Executive develops entirely on his own time without using the Company's equipment, supplies,
253 facilities or trade secret information, except for those Inventions that either:

254 (1) relate at the time of conception or reduction to practice of the Invention to
255 the Company's business, or actual or demonstrably anticipated research or
256 development of the Company, or

257 (2) result from any work performed by Executive for the Company.

258 Execution of this Agreement constitutes Executive's acknowledgment of receipt of written
259 notification of this Section and of notice of the general exception to assignments of Inventions

260 provided under the Uniform Employee Patents Act, in the form adopted by the state having
261 jurisdiction over this Agreement or provision, or any comparable applicable law.

262 (c) **NON-COMPETITION.** During the Employment Period, and any period in
263 which Executive is employed by the Company during or after the Employment Period, and for
264 the period that is the *greater of* (x) one (1) year after the Agreement Date and (y) six (6) months
265 after Executive's termination of employment, provided Executive is not terminated by the
266 Company without Cause or Executive terminates for Good Reason, Executive will not, without
267 prior written consent of the Company, directly or indirectly seek or obtain a Competitive
268 Position in a Restricted Territory and perform a Restricted Activity with a Competitor, as those
269 terms are defined herein.

270 (i) **"Competitive Position"** means any employment or performance of
271 services with a Competitor (A) in which Executive has executive level duties for such
272 Competitor, or (B) in which Executive will use any Confidential Information of the
273 Company.

274 (ii) **"Restricted Territory"** means any geographic area in which the Company
275 does business and in which Executive had responsibility for, or Confidential Information
276 about, such business within the thirty-six (36) months prior to Executive's termination of
277 employment from the Company.

278 (iii) **"Restricted Activity"** means any activity for which Executive had
279 responsibility for the Company within the thirty-six (36) months prior to Executive's
280 termination of employment from the Company or about which Executive had
281 Confidential Information.

282 (iv) **"Competitor"** means any entity or person that provides, or is planning to
283 provide, a Covered Product or Service in competition with a Covered Product or Service
284 that an AMERIGROUP Company is actively developing, marketing, providing or selling;
285 provided, that "AMERIGROUP Company" and "AMERIGROUP Companies" shall
286 mean AMERIGROUP Corporation and its subsidiaries.

287 (v) A "Covered Product or Service" shall mean a managed health care
288 product or service (A) offered or provided to any beneficiary of and/or participant in any
289 Medicare, Medicare-related, Medicaid or Medicaid-related program, any government-
290 funded children's health insurance program or any federal and/or state sponsored health
291 care program that is substantially similar to any of such programs, (B) offered or
292 provided to any beneficiary of and/or participant in any government-funded, government
293 sponsored or government subsidized health care program that directly competes or will
294 directly compete with any managed health care product or service offered or being
295 developed to be offered by any AMERIGROUP Company or (C) that directly competes
296 or will directly compete with any commercial managed health care product or service
297 offered or being developed to be offered by any AMERIGROUP Company.

298 (d) **NON-SOLICITATION OF CUSTOMERS.** During the Employment Period,
299 and any period in which Executive is employed by the Company during or after the Employment
300 Period, and for the period of twelve (12) months after Executive's termination of employment,
301 Executive will not, either individually or as a employee, partner, consultant, independent
302 contractor, owner, agent, or in any other capacity, directly or indirectly, for a Competitor of the
303 Company as defined in Section 12(c)(iv) above: (i) solicit business from any client or account of
304 the Company or any of its affiliates with which Executive had contact, or responsibility for, or
305 about which Executive had knowledge of Confidential Information by reason of Executive's
306 employment with the Company, (ii) solicit business from any client or account which was
307 pursued by the Company or any of its affiliates and with which Executive had contact, or
308 responsibility for, or about which Executive had knowledge of Confidential Information by
309 reason of Executive's employment with the Company, within the twelve (12) month period prior
310 to termination of employment. For purposes of this provision, an individual policyholder in a
311 plan maintained by the Company or by a client or account of the Company under which
312 individual policies are issued, or a certificate holder in such plan under which group policies are
313 issued, shall not be considered a client or account subject to this restriction solely by reason of
314 being such a policyholder or certificate holder.

315 (e) **NON-SOLICITATION OF EMPLOYEES.** During the Employment Period,
316 and any period in which Executive is employed by the Company during or after the Employment

317 Period, and for the period of twelve (12) months after Executive's termination of employment,
318 Executive will not, either individually or as a employee, partner, independent contractor, owner,
319 agent, or in any other capacity, directly or indirectly solicit, hire, attempt to solicit or hire, or
320 participate in any attempt to solicit or hire, for any non-Company affiliated entity, any person
321 who on or during the six (6) months immediately preceding the date of such solicitation or hire is
322 or was an officer or employee of the Company, or whom Executive was involved in recruiting
323 while Executive was employed by the Company.

324 (f) **NON-DISPARAGEMENT.** Executive agrees that he will not, nor will he cause
325 or assist any other person to, make any statement to a third party or take any action which is
326 intended to or would reasonably have the effect of disparaging or harming the Company or the
327 business reputation of the Company's directors, employees, officers and managers. Further,
328 Executive will not at any time make any negative verbal or written statement to any media outlet
329 regarding the Company. The Company agrees that its directors and senior executive officers
330 shall not make any statement to a third party or take any action which is intended to or would
331 reasonably have the effect of disparaging or harming Executive.

332 (g) **CESSATION AND RECOUPMENT OF SEVERANCE PAYMENTS AND**
333 **OTHER BENEFITS.** If at any time (prior to the six (6) year anniversary of Executive's
334 termination of employment date) Executive breaches any provision of this Section 12 or
335 Section 13 below, then: (i) the Company shall cease to provide any further Severance Pay or
336 other benefits previously received under this Agreement and Executive shall repay to the
337 Company all Severance Pay, (ii) all unexercised Company stock options under any Designated
338 Plan (as defined below) whether or not otherwise vested shall cease to be exercisable and shall
339 immediately terminate; (iii) Executive shall forfeit any outstanding restricted stock or other
340 outstanding equity award made under any Designated Plan and not otherwise vested on the date
341 of breach; and (iv) Executive shall pay to the Company (A) for each share of common stock of
342 the Company ("**Common Share**") acquired on exercise of an option under a Designated Plan
343 within the twenty-four (24) months prior to such breach, the excess of the fair market value of a
344 Common Share on the date of exercise over the exercise price, and (B) for each share of
345 restricted stock that became vested under any Designated Plan within the twenty-four (24)
346 months prior to such breach, the fair market value (on the date of vesting) of a Common Share.

347 Any amount to be repaid pursuant to this Section 12(g) shall be held by Executive in constructive
348 trust for the benefit of the Company and shall, upon written notice from the Company, within ten
349 (10) days of such notice, be paid by Executive to the Company with interest from the date such
350 Common Share was acquired or the share of restricted stock became vested, as the case may be,
351 to the date of payment, at 120% of the applicable federal rate, determined under Section 1274(d)
352 of the Code. Any amount described in clauses (i), (ii) or (iii) that Executive forfeits as a result of
353 a breach of the provisions of Sections 12 and 13 shall not reduce any money damages that would
354 be payable to the Company as compensation for such breach. The amount to be repaid pursuant
355 to this Section 12(g) shall be determined on a gross basis, without reduction for any taxes
356 incurred, as of the date of the realization event, and without regard to any subsequent change in
357 the fair market value of a Common Share. The Company shall have the right to offset such gain
358 against any amounts otherwise owed to Executive by the Company (whether as wages, vacation
359 pay, or pursuant to any benefit plan or other compensatory arrangement other than any amount
360 pursuant to any nonqualified deferred compensation plan under Section 409A of the Code). For
361 purposes of this Section 12(g), a "**Designated Plan**" is each annual bonus and incentive plan,
362 stock option, restricted stock, or other equity compensation or long-term incentive compensation
363 plan, deferred compensation plan, or supplemental retirement plan listed on Schedule A. The
364 provisions of this Section 12(g) shall apply to awards described in clauses (i), (ii), (iii) and (iv) of
365 this Section earned or made after the Agreement Date, and does not apply to awards earned or
366 made on or prior to the Agreement Date.

367 (h) **EQUITABLE RELIEF AND OTHER REMEDIES - CONSTRUCTION.**

368 (i) Executive acknowledges that each of the provisions of this Agreement are
369 reasonable and necessary to preserve the legitimate business interests of the Company, its
370 present and potential business activities and the economic benefits derived therefrom; that
371 they will not prevent him from earning a livelihood in Executive's chosen business and
372 are not an undue restraint on the trade of Executive, or any of the public interests which
373 may be involved.

374 (ii) Executive agrees that beyond the amounts otherwise to be provided under
375 this Agreement, the Company will be damaged by a violation of this Agreement and the

376 amount of such damage may be difficult to measure. Executive agrees that if Executive
377 commits or threatens to commit a breach of any of the covenants and agreements
378 contained in Sections 12 and 13 to the extent permitted by applicable law, then the
379 Company shall have the right to seek and obtain all appropriate injunctive and other
380 equitable remedies, without posting bond therefor, except as required by law, in addition
381 to any other rights and remedies that may be available at law or under this Agreement, it
382 being acknowledged and agreed that any such breach would cause irreparable injury to
383 the Company and that money damages would not provide an adequate remedy. Further,
384 if Executive violates Section 12(c) - (e) hereof Executive agrees that the period of
385 violation shall be added to the Period in which Executive's activities are restricted.

386 (iii) Notwithstanding the foregoing, the Company will not seek injunctive
387 relief to prevent an Executive residing in California from engaging in post termination
388 competition in California under Section 12(c) or 12(d) of this Agreement provided that
389 the Company may seek and obtain relief to enforce Section 12(g) of this Section with
390 respect to such Executives.

391 (iv) The parties agree that the covenants contained in this Agreement are
392 severable. If an arbitrator or court shall hold that the duration, scope, area or activity
393 restrictions stated herein are unreasonable under circumstances then existing, the parties
394 agree that the maximum duration, scope, area or activity restrictions reasonable and
395 enforceable under such circumstances shall be substituted for the stated duration, scope,
396 area or activity restrictions to the maximum extent permitted by law. The parties further
397 agree that the Company's rights under Section 12(g) should be enforced to the fullest
398 extent permitted by law irrespective of whether the Company seeks equitable relief in
399 addition to relief provided thereon or if the arbitrator or court deems equitable relief to be
400 inappropriate.

401 (i) **SURVIVAL OF PROVISIONS.** The obligations contained in this Section 12
402 and Section 13 below shall survive the cessation of the Employment Period and Executive's
403 employment with the Company and shall be fully enforceable thereafter.

404 13. **COOPERATION.** Executive agrees that while employed by the Company and
405 for two (2) years after the termination of Executive's employment for any reason, upon the
406 receipt of reasonable notice from the Company (including from outside counsel to the
407 Company), Executive will reasonably respond and provide information with regard to matters in
408 which Executive has knowledge as a result of his employment with the Company, and will
409 provide reasonable assistance to the Company, its affiliates and their respective representatives in
410 defense of any claims that may be made against the Company or its affiliates, and will
411 reasonably assist the Company and its affiliates in the prosecution of any claims that may be
412 made by the Company or its affiliates, to the extent that such claims may relate to the period of
413 Executive's employment with the Company (or any predecessor); provided, that with respect to
414 periods after the termination of Executive's employment, the Company shall reimburse
415 Executive for any out-of-pocket expenses incurred in providing such assistance (including if
416 necessary for reasonable attorney fees, provided the Company has reasonably approved the
417 retention of such attorney for the relevant matter) and if Executive is required to provide more
418 than twenty (20) hours of assistance per year after his termination of employment then the
419 Company shall pay Executive a reasonable amount of money for his services at a rate agreed to
420 between the Company and Executive; and provided further that after Executive's termination of
421 employment with the Company such assistance shall not unreasonably interfere with Executive's
422 business or personal obligations Executive agrees to promptly inform the Company (to the extent
423 Executive is legally permitted to do so) if Executive is asked to assist in any investigation of the
424 Company or its affiliates (or their actions), regardless of whether a lawsuit or other proceeding
425 has then been filed against the Company or its affiliates with respect to such investigation, and
426 shall not do so unless legally required.

427 14. **NOTIFICATION OF EXISTENCE OF AGREEMENT.** Executive agrees that
428 in the event that Executive is offered employment with another employer (including service as a
429 partner of any partnership or service as an independent contractor) at any time during the
430 existence of this Agreement, or such other period in which post termination obligations of this
431 Agreement apply, Executive shall immediately advise said other employer (or partnership) of the
432 existence of this Agreement and shall immediately provide said employer (or partnership or
433 service recipient) with a copy of Sections 12 and 13 of this Agreement.

434 15. **NOTIFICATION OF SUBSEQUENT EMPLOYMENT.** Executive shall
435 report promptly to the Company any employment with another employer (including service as a
436 partner of any partnership or service as an independent contractor or establishment of any
437 business as a sole proprietor) obtained during the period in which Executive's post termination
438 obligations set forth in Section 12(c) - (e) apply.

439 16. **NOTICE.** For the purpose of this Agreement, notices and all other
440 communications provided for in this Agreement shall be in writing and shall be deemed to have
441 been duly given (i) on the date of delivery if delivered by hand, (ii) on the date of transmission, if
442 delivered by confirmed facsimile or e-mail, (iii) on the first business day following the date of
443 deposit if delivered by guaranteed overnight delivery service, or (iv) on the fourth business day
444 following the date delivered or mailed by United States registered or certified mail, return receipt
445 requested, postage prepaid, addressed as follows:

446 If to Executive:

447 At the address (or to the facsimile number) shown
448 on the records of the Company

449 If to the Company:

450 Randal L. Brown
451 Executive Vice President and Chief Human Resources Officer
452 WellPoint, Inc.
453 120 Monument Circle
454 Indianapolis, IN 46204

455

456 or to such other address as either party may have furnished to the other in writing in accordance
457 herewith, except that notices of change of address shall be effective only upon receipt.

458 17. **SECTION HEADINGS; INCONSISTENCY.** The section headings used in
459 this Agreement are included solely for convenience and shall not affect, or be used in connection
460 with, the interpretation of this Agreement. In the event of any inconsistency between the terms

461 of this Agreement and any form, award, plan or policy of the Company, the terms of this
462 Agreement shall control.

463 **18. SUCCESSORS AND ASSIGNS - BINDING EFFECT.** This Agreement shall
464 be binding upon and inure to the benefit of the parties and their successors and permitted assigns,
465 as the case may be. The Company may assign this Agreement to any successor or assign of all
466 or a substantial portion of the Company's business. Executive may not assign or transfer any of
467 his rights or obligations under this Agreement (except for economic rights hereunder to his
468 successors or beneficiaries, in case of his death).

469 **19. SEVERABILITY.** The provisions of this Agreement shall be deemed severable
470 and the invalidity or unenforceability of any provision shall not affect the validity or
471 enforceability of the other provisions hereof.

472 **20. DISPUTE RESOLUTION.**

473 (a) Any dispute arising out of or relating to this Agreement, including the breach,
474 termination or validity thereof shall be finally resolved by arbitration in accordance with the CPR
475 Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator. The
476 Company shall be initially responsible for the payment of any filing fee and advance in costs
477 required by CPR or the arbitrator, provided, however, if Executive initiates the claim, Executive
478 will contribute an amount not to exceed \$250.00 for these purposes. During the arbitration, each
479 party shall pay for its own costs and attorneys fees, if any.

480 (b) The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C.
481 §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court
482 having jurisdiction thereof. The arbitrator shall not have the right to award speculative damages
483 or punitive damages to either party except as expressly permitted by statute (notwithstanding this
484 provision by which both parties hereto waive the right to such damages) and shall not have the
485 power to amend this Agreement. The arbitrator shall be required to follow applicable law. The
486 place of arbitration shall be Virginia Beach, Virginia. Any application to enforce or set aside the
487 arbitration award shall be filed in a state or federal court located in Indianapolis, Indiana.

488 (c) Notwithstanding the foregoing provisions of this Section, an action to enforce this
489 Agreement shall be filed within eighteen (18) months after the party seeking relief had actual or
490 constructive knowledge of the alleged violation of the Employment Agreement in question or
491 any party shall be able to seek immediate, temporary, or preliminary injunctive or equitable relief
492 from a court of law or equity if, in its judgment, such relief is necessary to avoid irreparable
493 damage. To the extent that any party wishes to seek such relief from a court, the parties agree to
494 the following with respect to the location of such actions. Such actions brought by Executive
495 shall be brought in a state or federal court located in Indianapolis, Indiana. Such actions brought
496 by the Company shall be brought in a state or federal court located in Indianapolis, Indiana;
497 Executive's state of residency; or any other forum in which Executive is subject to personal
498 jurisdiction. Executive specifically consents to personal jurisdiction in the State of Indiana for
499 such purposes.

500 (d) **IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT**
501 **APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY**
502 **APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY**
503 **JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR**
504 **COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR**
505 **ANY OTHER MATTER INVOLVING THE PARTIES HERETO.**

506 21. **TAXES; SECTION 409A.** All amounts payable hereunder are subject to
507 applicable federal, state and local tax withholding. The intent of the Company is that payments
508 and benefits under this Agreement comply with Section 409A of the Code to the extent subject
509 thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted
510 and administered to be in compliance therewith. Each amount to be paid or benefit to be
511 provided under this Agreement shall be construed as a separate identified payment for purposes
512 of Section 409A, and any payments described in Section 9 of this Agreement that are due within
513 the "short term deferral period" within the meaning of Section 409A shall not be treated as
514 deferred compensation unless applicable law requires otherwise. If current or future regulations
515 or guidance from the Internal Revenue Service dictates, or the Company's counsel determines,
516 that any payments or benefits due to Executive hereunder would cause the application of an
517 accelerated or additional tax under Section 409A, amounts that would otherwise be payable and

518 benefits that would otherwise be provided pursuant to this Agreement during the six (6) month
519 period immediately following Executive's "separation from service" (as shall instead be paid on
520 the first business day after the date that is six (6) months following Executive's separation from
521 service (or upon Executive's death, if earlier). To the extent required to avoid an accelerated or
522 additional tax under Section 409A, amounts reimbursable to Executive under this Agreement
523 shall be paid to Executive on or before the last day of the year following the year in which the
524 expense was incurred and the amount of expenses eligible for reimbursement (and in-kind
525 benefits provided to Executive) during any one year may not affect amounts reimbursable or
526 provided in any subsequent year; provided, however, that with respect to any reimbursements for
527 any taxes to which Executive would become entitled to under the terms of this Agreement, the
528 payment of such reimbursements shall be made by the Company no later than the end of the
529 calendar year following the calendar year in Executive remits the related taxes.

530 22. **GOVERNING LAW.** This Agreement shall be governed by and construed in
531 accordance with the law of the State of Indiana applicable to contracts made and to be performed
532 entirely within that State, without regard to its conflicts of law principles.

533 23. **ATTORNEYS' FEES.** If Executive commences a legal action to enforce any of
534 the obligations of the Company under this Agreement, and it is ultimately determined that
535 Executive is entitled to any payment or benefits under this Agreement, the Company shall pay
536 Executive the amount necessary to reimburse him in full for all reasonable expenses (including
537 reasonable attorney's fees and legal expenses) incurred by Executive with respect to such action.
538 In all other instances, the parties hereto shall be responsible for paying their own legal fees and
539 expenses.

540 24. **MISCELLANEOUS.** No provision of this Agreement may be modified, waived
541 or discharged unless such waiver, modification or discharge is agreed to in writing and signed by
542 Executive and such officer or director as may be designated by the Company. No waiver by
543 either party hereto at any time of any breach by the other party hereto of, or compliance with,
544 any condition or provision of this Agreement to be performed by such other party shall be
545 deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or
546 subsequent time. This Agreement together with all exhibits and schedules thereto sets forth the

547 entire agreement of the parties hereto in respect of the subject matter contained herein. No
548 agreements or representations, oral or otherwise, express or implied, with respect to the subject
549 matter hereof have been made by either party which are not expressly set forth in this
550 Agreement. This Agreement may be executed through the use of separate signature pages or in
551 any number of counterparts, with the same effect as if the parties executing such counterparts
552 had executed one counterpart. The Company's obligation to make the payments provided for in
553 this Agreement and otherwise to perform its obligations hereunder shall not be affected by any
554 setoff, counterclaim, recoupment, defense or other claim, right or action that the Company may
555 have against Executive, unless otherwise specifically provided herein. In no event shall
556 Executive be obligated to seek other employment or take any other action by way of mitigation
557 of the amounts payable to you under this letter agreement and such amounts shall not be reduced
558 whether or not you obtain other employment.

559 **25. OTHER EMPLOYMENT AND SEVERANCE ARRANGEMENTS; NO**
560 **DUPLICATION OF BENEFITS.** Any employment, severance or change in control plan or
561 agreement or other similar agreements or arrangements entered into between Executive and
562 AMERIGROUP Corporation and/or its affiliates or maintained for the benefit of Executive
563 (including without limitation the AMERIGROUP Corporation Amended and Restated Change in
564 Control Benefit Policy), shall, effective as of the Agreement Date, be superseded by this
565 Agreement and shall therefore terminate and be null and void and of no force or effect, unless
566 otherwise expressly provided herein. This Agreement and any other plans, policies and
567 arrangements of the Company (or its affiliates) in which Executive participates from time to time
568 shall be interpreted and operated in a manner that avoids duplication of benefits. For the
569 avoidance of doubt (and notwithstanding the terms of any equity awards or agreements of the
570 Company, whether currently in effect or become effective later), unless and until Executive
571 executes a new employment agreement with the Company, this Agreement shall contain the only
572 restrictive covenants to which Executive shall be subject.

573 **26. EFFECT OF MERGER AGREEMENT TERMINATION.** This Agreement
574 shall be null and void and of no force or effect if the Merger Agreement terminates for any
575 reason.

576

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WELLPOINT, INC.

By: Wayne S. DeBoyle
Name: Wayne S. DeBoyle
Its: Executive Vice President
Date: _____

EXECUTIVE

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WELLPOINT, INC.

By: _____

Name: _____

Its: _____

Date: _____

EXECUTIVE

 _____

Date: 7/9/12 _____

SCHEDULE A

1. Name of Executive **James Truess**
2. Position **CFO AMERIGROUP Business**
3. Agreement Date
The effective date of this Agreement shall be the Closing Date of the transactions contemplated by the Merger Agreement.
4. Base Salary **\$575,000**
5. Annual Bonus Target Opportunity
Executive's target annual bonus shall be at least 100% of Executive's Base Salary.
6. Special Retention Bonus **\$2,500,000**
7. Severance Pay shall equal
The greater of (x) two (2) times the sum of Base Salary and target annual cash bonus in the year of termination and (y) \$2,300,000
8. Designated Plans
WellPoint Annual Incentive Plan or equivalent cash bonus plan of AMERIGROUP Corporation (to the extent continuing post closing)

WellPoint Incentive Compensation Plan or equivalent long term incentive plan of AMERIGROUP Corporation (to the extent continuing post closing)

594

595

SCHEDULE B

596

Form of General Release and Waiver

597

This is a Waiver and Release (this "Release") between _____ ("Executive") and WellPoint, Inc.

598

(the "Company"). The Company and Executive agree that they have entered into this Release voluntarily,

599

and that it is intended to be a legally binding commitment between them.

600

1. In consideration for the promises made herein by Executive, the Company agrees to pay to

601

Executive severance or change of control payments and bonus pay in the amount set forth in Executive's

602

employment agreement dated [_____] (the "Employment Agreement"). The Company will also pay

603

Executive accrued but unused vacation pay for all of his or her accrued but unused vacation days.

604

605

2. In consideration for and contingent upon Executive's right to receive the severance pay described

606

in the Employment Agreement and this Release, Executive hereby agrees as follows:

607

(a) General Waiver and Release. Except as provided in Paragraph 2(f) below, Executive and any person acting through or under Executive hereby release, waive and forever discharge the Company,

608

its past subsidiaries and its past and present affiliates, and their respective successors and assigns, and

609

their respective present or past officers, trustees, directors, shareholders, executives and agents of each of

610

them, from any and all claims, demands, actions, liabilities and other claims for relief and remuneration

611

whatsoever (including without limitation attorneys' fees and expenses), whether known or unknown,

612

absolute, contingent or otherwise (each, a "Claim"), arising or which could have arisen up to and

613

including the date of his execution of this Release, arising out of or relating to Executive's employment or

614

cessation and termination of employment, or any other written or oral agreement, any change in

615

Executive's employment status, any benefits or compensation, any tortious injury, breach of contract,

616

wrongful discharge (including any Claim for constructive discharge), infliction of emotional distress,

617

slander, libel or defamation of character, and any Claims arising under Title VII of the Civil Rights Act of

618

1964 (as amended by the Civil Rights Act of 1991), the Americans With Disabilities Act, the

619

Rehabilitation Act of 1973, the Equal Pay Act, the Older Workers Benefits Protection Act, the Age

620

Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974, or any other

621

federal, state or local statute, law, ordinance, regulation, rule or executive order, any tort or contract

622

623 claims, and any of the claims, matters and issues which could have been asserted by Executive against the
624 Company or its subsidiaries and affiliates in any legal, administrative or other proceeding. Executive
625 agrees that if any action is brought in his or her name before any court or administrative body, Executive
626 will not accept any payment of monies in connection therewith.

627 (b) Waiver Under Section 1542 of the California Civil Code. Executive, for Executive's
628 predecessors, successors and assigns, hereby waives all rights which Executive may have under Section
629 1542 of the Civil Code of the State of California, which reads as follows:

630 A general release does not extend to claims which the creditor does not know or suspect to exist
631 in his favor at the time of executing the release, which if known by him must have materially
632 affected his settlement with the debtor.

633 This waiver is not a mere recital but is a knowing waiver of the rights and benefits otherwise available
634 under said Section 1542.

635 (c) Miscellaneous. Executive agrees that this Release specifies payment from the Company
636 to himself or herself, the total of which meets or exceeds any and all funds due him or her by the
637 Company, and that he or she will not seek to obtain any additional funds from the Company with the
638 exception of non-reimbursed business expenses. This covenant does not preclude Executive from seeking
639 workers compensation, unemployment compensation, or benefit payments under the Company's
640 employee benefit plans that could be due him or her.

641 (d) Non-Competition, Non-Solicitation and Confidential Information and Inventions.
642 Executive warrants that Executive has, and will continue to comply fully with Sections 12 and 13 of the
643 Employment Agreement, if applicable.

644 (e) **THE COMPANY AND EXECUTIVE AGREE THAT THE SEVERANCE PAY**
645 **DESCRIBED IN THIS RELEASE ARE CONTINGENT UPON THE EXECUTIVE SIGNING**
646 **THIS RELEASE. EXECUTIVE FURTHER UNDERSTANDS AND AGREES THAT IN SIGNING**
647 **THIS RELEASE, EXECUTIVE IS RELEASING POTENTIAL LEGAL CLAIMS AGAINST THE**
648 **COMPANY. THE EXECUTIVE UNDERSTANDS AND AGREES THAT IF HE OR SHE**
649 **DECIDES NOT TO SIGN THIS RELEASE, OR IF HE OR SHE REVOKES THIS RELEASE,**
650 **THAT HE OR SHE WILL IMMEDIATELY REFUND TO THE COMPANY ANY AND ALL**

651 SEVERANCE PAYMENTS AND OTHER BENEFITS HE OR SHE MAY HAVE ALREADY
652 RECEIVED.

653 (f) The waiver contained in Section 2(a) and (b) above does not apply to any Claims with
654 respect to:

655 (i) Any claims under employee benefit plans subject to the Employee Retirement
656 Income Security Act of 1974 ("ERISA") or other vested benefits and entitlements in accordance
657 with the terms of the applicable employee benefit plan,

658 (ii) Any Claim under or based on a breach of this Release or the Employment
659 Agreement,

660 (iii) Rights or Claims that may arise under the Age Discrimination in Employment
661 Act after the date that Executive signs this Release or that otherwise cannot be released by law,
662 and

663 (iv) Any right to indemnification or directors and officers liability insurance coverage
664 to which Executive is otherwise entitled in accordance with the Company's articles or by-laws
665 and any rights to contribution in case of joint and several liability between the Executive and the
666 released parties hereunder.

667 EXECUTIVE ACKNOWLEDGES THAT HE OR SHE HAS READ AND IS VOLUNTARILY
668 SIGNING THIS RELEASE. EXECUTIVE ALSO ACKNOWLEDGES THAT HE OR SHE IS
669 HEREBY ADVISED TO CONSULT WITH AN ATTORNEY, HE OR SHE HAS BEEN GIVEN
670 AT LEAST 30 DAYS TO CONSIDER THIS RELEASE BEFORE THE DEADLINE FOR
671 SIGNING IT, AND HE OR SHE UNDERSTANDS THAT HE OR SHE MAY REVOKE THE
672 RELEASE WITHIN SEVEN (7) DAYS AFTER SIGNING IT. IF NOT REVOKED WITHIN
673 SUCH PERIOD, THIS RELEASE WILL BECOME EFFECTIVE ON THE EIGHTH (8) DAY
674 AFTER IT IS SIGNED BY EXECUTIVE.

675

676 BY SIGNING BELOW, BOTH THE COMPANY AND EXECUTIVE AGREE THAT THEY
677 UNDERSTAND AND ACCEPT EACH PART OF THIS RELEASE.

678

679

680

681 (Executive)

DATE

682 WELLPOINT, INC.

683 By: _____

DATE

684

685

EXHIBIT A

686

[Form of Notice of RSU Grant and RSU Award Agreement]

Schedule A

Notice of Restricted Stock Unit Grant

Participant: James Truess

Company: WellPoint, 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: WellPoint Incentive Compensation Plan

Grant: Grant Date: [On the first business day of the month concurrent with or following the Closing Date]
Number of Restricted Stock Units: [\$2,500,000 divided by the Fair Market Value of the WellPoint Share price on the Grant Date]

Period of Restriction: The Period of Restriction applicable to the number of your Restricted Stock Units listed in the "Shares" column below shall commence on the Grant Date and shall lapse on the date listed in the "Lapse Date" column below, or at such earlier date as provided in the attached Restricted Stock Unit Award Agreement.

Shares	Lapse Date
[50% of Shares]	Six (6) months following the Closing Date
[50% of Shares]	Twelve (12) months following the Closing Date

In the event that a Change of Control (as defined in the Plan) occurs before your Termination, 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.

Rejection: If you do not want to accept your Restricted Stock Units, please return this Agreement, executed by you on the last page of this Agreement, at any time within sixty (60) days after the Grant Date to WellPoint, Inc., 120 Monument Circle, Indianapolis, Indiana 46204, Attention: Stock Administration. Do not

EXHIBIT A

return a signed copy of this Agreement if you accept your Restricted Stock Units. If you do not return a signed copy of this Agreement within sixty (60) days after the Grant Date, you will have accepted your Restricted Stock Units and agreed to the terms and conditions set forth in this Agreement and the terms and conditions of the Plan provided that no restrictive covenants applicable to you under the Plan shall be broader or of a great duration than the restrictive covenants applicable to you under your Employment Agreement with the Company, dated as of July 9, 2012 (the "Employment Agreement").

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 WellPoint, Inc. (the "Company") and the Participant set forth in the Grant Notice. The Grant Notice is included in and made part of this Agreement.

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"). The Participant acknowledges that prior to the expiration of the applicable portion of the Period of Restriction, or upon the earlier lapse of the Period of Restriction pursuant to Section 3 below, 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, except as may be provided in accordance with Section 10 hereof.

2. Ownership. Upon expiration of the applicable portion of the Period of Restriction described in the attached Grant Notice, or upon the earlier lapse of the Period of Restriction pursuant to Section 3 below, (and in any event within three (3) business days thereafter), the Company shall transfer the Shares covered by the related portion of the award to the Participant's account with the Company's captive broker.

3. Termination.

(a) *Death and Disability.* If the Participant's Termination is due to death or Disability (for purposes of this Agreement, as defined in the applicable WellPoint 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.

(b) *Other Terminations.* Unless Section 3(c) is applicable, if the Participant's Termination is by the Company or an Affiliate or by the Participant for any reason other than death or Disability, 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. Notwithstanding the foregoing, if the Participant's Termination is without Cause or for Good Reason, as defined in the Employment Agreement, the Period of Restriction shall immediately lapse.

(c) *Clawback Provision.* For avoidance of doubt, the Restricted Stock Units awarded hereunder shall be subject to the claw-back provisions contained in Section 12(g) of the Employment Agreement.

EXHIBIT A

4. Transferability of the Restricted Stock Units. The Participant shall have the right to appoint any individual or legal entity in writing, on a Designation of Beneficiary form, as his/her beneficiary to receive any Restricted Stock Units (to the extent not previously terminated or forfeited) under this Agreement upon the Participant's death. Such designation under this Agreement may be revoked by the Participant at any time and a new beneficiary may be appointed by the Participant by execution and submission to the Company, or its designee, of a revised Designation of Beneficiary form to this Agreement. In order to be effective, a designation of beneficiary must be completed by the Participant on the Designation of Beneficiary form and received by the Company, or its designee, prior to the date of the Participant's death. If the Participant dies without such designation, the Restricted Stock Units will become part of the 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, the 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, the restrictions with respect to the Dividend Equivalents shall lapse at the same time and in the same proportion as the initial award of Restricted Stock Units. No additional Dividend Equivalents shall be accrued for the benefit of the Participant with respect to record dates occurring prior to, or with respect to record dates occurring on or after the date, if any, on which the Participant has forfeited the Restricted Stock Units or any Restricted Stock Units have been settled. 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 the Participant's gross income for income tax purposes, the Participant shall satisfy all obligations for the payment of any tax attributable to the Restricted Stock Units. The Participant shall notify the Company if the Participant wishes to pay the Company in cash, check or with shares of WellPoint 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 the Participant must be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Compensation Committee of the Board of Directors of the Company ("Committee"), in its sole discretion, deems appropriate. If the Participant does not notify the Company in writing at least 14 days prior to the applicable lapse 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 the Participant, a sell-to-cover transaction or such other method determined by the Committee, in its discretion.

7. No Rights as a Shareholder. The 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.

8. No Right to Continued Employment. Neither the Restricted Stock Units nor any terms contained in this Agreement shall confer upon the 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 the Participant's employment or service at any time for any reason. Except as otherwise provided herein, the 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 at the will of the Company or such 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.

9. 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 the Participant upon the Participant's written request to the Company at WellPoint, Inc., 120 Monument Circle, Indianapolis, Indiana 46204, Attention: Corporate Secretary, Shareholder Services Department. Notwithstanding the foregoing, the extent there are any conflicts between the Plan and the Employment Agreement, the Employment Agreement will prevail.

10. 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 the 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 the 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 the Participant is an "affiliate" of the Company, as that term is defined in Rule 144 under the Securities Act ("Rule 144"), the Participant

EXHIBIT A

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, the Participant shall execute, prior to the delivery of any Shares to the Participant by the Company pursuant to this Agreement, an agreement (in such form as the Company may specify) in which the Participant represents and warrants that the Participant is purchasing or acquiring the shares acquired under this Agreement for the 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 the 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.

11. Code Section 409A Compliance. It is intended that the Shares to be transferred to the Participant in settlement of the Restricted Stock Units granted to him pursuant to this Agreement and the Dividend Equivalents credited and payable to him hereunder, shall qualify for treatment under the short-term deferral exception from the requirements of Code Section 409A. This Agreement and the Plan shall be construed and 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.

12. Notices. All notices by the Participant or the Participant's assignees shall be addressed to WellPoint, Inc., 120 Monument Circle, Indianapolis, Indiana 46204, Attention: Stock Administration, or such other address as the Company may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant's address in the Company's records.

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

13. 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 the Participant is covered by such policy. If the 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 the Participant becomes subject to such policy.

WELLPOINT, INC.

By: _____

Printed: William J. Ryan

Its: Chairman, Compensation Committee
WellPoint, Inc. Board of Directors

I DO NOT accept this Restricted Stock Unit:

Signature: _____

Printed Name: _____ Date: _____