

EXHIBIT B

**EMPLOYEE CONFIDENTIALITY,
NON-DISCLOSURE, AND RELEASE AGREEMENT**

A. I understand that CWA Local 3176 ("Union") raised a concern on my behalf alleging that the Company wrongfully deducted premiums from twenty-seven (27) instead of twenty-six (26) paychecks during the 2016 benefit year.

B. The Company admits no wrongdoing or liability relating to this allegation and maintains that at all times it properly deducted insurance premiums.

C. In the interest of resolving this dispute without further litigation, the Company and the Union have agreed to enter into a Settlement Agreement in which the Company shall make a lump sum payment to active and former Employees represented by CWA Local 3176 and who were enrolled in the CenturyLink Health Care Plan in plan years 2016 and 2017.

D. As a condition of receiving the lump sum payment under the terms of this Settlement, I agree as follows:

1. I represent that I have not disclosed and agree not to disclose (in whole or in part) the fact that there is a settlement of this matter, any of the terms or provisions of the settlement agreement or the fact or amount of the payment made to me under the settlement to any other person or entity, other than my spouse and tax advisor.

2. In response to any inquiry made of me with respect to the settlement or payment made to me thereunder, I shall state words to the effect that "all pending claims between me and the Company have been resolved, and I have agreed not to comment further".

3. I understand that under the terms of the Settlement Agreement, I will receive a lump sum payment, less any applicable taxes and deductions, after I have signed and returned this Non-Disclosure Agreement.

4. I understand and agree that this payment does not represent a reimbursement of health insurance premiums, but is a payment in settlement of the concern raised by impacted Employees.

5. I agree that I remain solely responsible for the payment of any taxes and penalties assessed on the payment, except for legally mandated employer contributions, and that the Company has no duty to defend me against any tax claim, penalty or assessment.

6. In view of the payment made to me under the terms of the settlement, I will not pursue any claim against the Company or its CenturyLink Health Care Plan with respect to the allegations described above, specifically including but not limited to any claims under the Employee Retirement Income Security Act of 1974, as amended, or any other federal, state, or local statute, regulation, or ordinance, as well as any claims under common law. I hereby waive any such claims and release the Company and the CenturyLink Health Care Plan from any and all liability arising out of or relating to the allegations described above.

Employee Name (printed): _____

Employee Signature: _____

Date: _____