

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) is effective as of the date of the last signature to this Agreement (“**Effective Date**”) and is entered into by and between Altas Health Solutions, a California corporation (“**AHS**”) and _____, a [entity description] (the “**Physician**”) (each herein referred to individually as a “**Party**,” or together as the “**Parties**”).

RECITALS

A. The Parties desire to explore an opportunity pursuant to which Physician would enter into a mutually beneficial contractual arrangement with AHS and/or professional entities managed by AHS (the “**Transaction**”).

B. In connection with the exploration of such opportunity, each Party will furnish certain Confidential Information (as defined below) to the other Party.

C. Each Party is willing to furnish Confidential Information to the other Party on the condition that the Parties enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein, the Parties hereto hereby agree as follows:

1. DEFINITIONS

The Party receiving the Confidential Information is hereinafter referred to as the “**Receiving Party**” and the Party providing the Confidential Information is hereinafter referred to as the “**Disclosing Party**.” For purposes of the binding provisions of this Agreement, the term “Receiving Party” shall include its Representatives (as defined below). “**Affiliates**” means, in relation to a Party, any other entity that directly or indirectly controls, is controlled by or is under common control with such Party and “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

2. CONFIDENTIAL INFORMATION

A. *Definition.* “**Confidential Information**” means: (i) any information (including any and all combinations of individual items of information) disclosed (directly or indirectly) by Disclosing Party to Receiving Party prior to, on, or after the Effective Date of this Agreement that is in written, graphic, machine readable or other tangible form (including, without limitation, reimbursement rates paid to physicians, business, operational, financial, marketing, sales, strategy and/or other documentation, and analyses, forecasts, studies, projections, reports, research, plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, formulations, specifications, product configuration information, prototypes, samples, data sets, equipment, finance documents, capitalization tables, securities or shareholder agreements or any other materials prepared by either Party), whether or not designated as “confidential” at the time of disclosure, including, without limitation, any documents, materials or other information posted to any electronic data room to which Physician is granted access; (ii) oral information disclosed (directly or indirectly) by Disclosing Party to Receiving Party pursuant to this Agreement, including, without limitation, any information orally disclosed in “due diligence” telephone or video conference calls unless, in each case, such documents, materials or other information is not Confidential Information pursuant to Section 2.B; and (iii) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure under this Agreement or by the nature of the information itself, including any copies, extracts or notes derived from such information. “Confidential Information” may include information of a third party that is in the possession of Disclosing Party and is disclosed to Receiving Party under this Agreement.

“Confidential Information” also includes the name and identity of the other Party, the existence of this Agreement and its terms, and the fact that the Parties are exploring the Transaction.

B. *Exceptions.* Confidential Information shall not, however, include any information that: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure by Disclosing Party to Receiving Party; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure by Disclosing Party to Receiving Party through no wrongful action or inaction of Receiving Party; (iii) is in the rightful possession of Receiving Party without confidentiality obligations at the time of disclosure by Disclosing Party to Receiving Party as shown by Receiving Party’s then-contemporaneous written files and records kept in the ordinary course of business; (iv) is obtained by Receiving Party from a third party without an accompanying duty of confidentiality and without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by Receiving Party without use of or reference to the Confidential Information, as shown by written records and other competent evidence prepared contemporaneously with such independent development.

C. *Compelled Disclosure.* Neither Receiving Party nor any of its Representatives shall disclose any Confidential Information, or the fact that any Transaction by and between the Parties is under consideration to any third party without Disclosing Party’s prior written consent, except as may be required by law. If Receiving Party becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Receiving Party will provide Disclosing Party prompt written notice, if legally permissible, so that Disclosing Party may seek a protective order or another appropriate remedy at Disclosing Party’s sole cost and expense and/or waive compliance with the provisions of this Agreement. If Disclosing Party waives Receiving Party’s compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Receiving Party will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

3. **NON-USE, NON-DISCLOSURE, NO TRADING AND NON-SOLICITATION**

A. Receiving Party shall maintain all Confidential Information provided to Receiving Party, whether orally and/or in writing, in strict confidence and shall not use such Confidential Information for any purpose except to evaluate and engage in discussions concerning the Transaction. With respect to any Confidential Information that contains information that is considered to be “Protected Health Information” (as defined in HIPAA), Receiving Party shall receive, handle and maintain the Confidential Information in compliance with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and all final regulations promulgated thereunder (“HIPAA”), including the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information at 45 Code of Federal Regulations Parts 160 and 164.

B. Receiving Party shall not disclose or provide access to any Confidential Information to third parties or to Receiving Party’s employees, except that, subject to Section 4 below, Receiving Party may disclose or provide access to Confidential Information to those employees of Receiving Party who are required to have such information in order to evaluate or engage in discussions concerning the Transaction. Receiving Party may disclose or provide access to Confidential Information to its Affiliates and its and their respective directors, officers, employees, agents or advisors (including without limitation legal counsel, accountants, auditors, consultants, or financial advisors) (collectively, “**Representatives**”) who are required to have such information in order for Receiving Party to evaluate or engage in discussions concerning the Transaction and who are subject to contractual or other confidentiality obligations at least as protective as those contained herein prior to any disclosure of or furnishing of access to Confidential Information to such Representatives. Receiving Party shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody Confidential Information and that are provided to Receiving Party under this Agreement. Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives, except for breaches committed by any such Representative that has executed its own confidentiality agreement with Disclosing Party with respect to the Transaction.

4. **MAINTENANCE OF CONFIDENTIALITY**

Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that it employs to protect its own confidential information of a similar nature. Receiving Party shall reproduce Disclosing Party's proprietary rights notices on any such authorized copies in the same manner in which such notices were set forth in or on the original. Receiving Party shall promptly notify Disclosing Party of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Disclosing Party's Confidential Information of which Receiving Party becomes aware.

5. **NO OBLIGATION**

Nothing in this Agreement shall obligate either Party to proceed with any Transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Transaction. Nothing in this Agreement shall be construed to restrict either Party's use or disclosure of its own confidential information (including Confidential Information).

6. **NO WARRANTY**

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF ANY CONFIDENTIAL INFORMATION, OR WITH RESPECT TO NON-INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY OR OF RECEIVING PARTY.

7. **RETURN OF MATERIALS**

A. Receiving Party shall return or destroy all Confidential Information in its possession or under its control, or in the possession or control of any of its Representatives, promptly upon a determination to not enter into a Transaction. The Parties acknowledge that return or destruction of such Confidential Information shall not relieve Receiving Party of the obligation to keep such Confidential Information confidential. Upon request of Disclosing Party, Receiving Party shall certify that all Confidential Information has been returned to Disclosing Party or has been destroyed.

B. The obligations in this Section 7 shall not apply to Confidential Information which: (i) Receiving Party must retain under any applicable law, rule or regulation; or (ii) is created pursuant to any automatic archiving or back up procedures; provided that any retained Confidential Information shall continue to be subject to the obligations of this Agreement until such Confidential Information becomes publicly known or made generally available through no action or inaction of Receiving Party.

8. **NO LICENSE**

Nothing in this Agreement is intended to grant any rights to either Party under any patent, mask work right or copyright of the other Party, nor shall this Agreement grant either Party any rights in or to the other Party's Confidential Information except as expressly set forth in this Agreement.

9. **TERM**

A. The obligations of Receiving Party under this Agreement shall survive, with respect to any particular Confidential Information furnished pursuant to this Agreement, until the earlier of: (i) two (2) years after the termination of the discussions regarding the Transaction; or (ii) the date on which the Parties enter into definitive transaction documentation in respect of the Transaction and either Party makes its public disclosure of the same pursuant to the U.S. Securities Laws.

B. The Parties acknowledge and agree that any violation of this Agreement by Receiving Party or its Representatives may cause irreparable injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to equitable or injunctive relief as a remedy for any such violation.

10. **DATA ROOM**

This Agreement will be deemed to supersede, and shall not be modified or amended by, the terms or conditions of use or confidentiality or non-disclosure provisions of any electronic data room established or maintained by either Party or their respective Representatives in relation to the Transaction, and no such terms or conditions of use or confidentiality or non-disclosure provisions required to be acknowledged to access any such electronic data room will be considered binding on either Party or their respective Representatives.

11. **MISCELLANEOUS**

This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign or otherwise transfer this Agreement without the prior written consent of the other Party; except that either Party may assign this Agreement without consent in connection with a merger, reorganization, consolidation, change of control, or sale of all or substantially all of the assets to which this Agreement pertains; provided that the assigning Party provides prompt written notice to the other Party of any such permitted assignment. Any assignment or transfer of this Agreement in violation of the foregoing shall be null and void. Each Party hereby represents and warrants that the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind such Party thereto. This Agreement contains the entire agreement between the Parties with respect to disclosure, protection and use of Confidential Information and the Transaction, and supersedes all prior written and oral agreements between the Parties regarding such subject matter. Neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other Party disclosed under this Agreement except as set forth herein. If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. No provision of this Agreement may be waived except by a writing executed by the Party against whom the waiver is to be effective. A Party's failure to enforce any provision of this Agreement shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this Agreement. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the Parties to this Agreement. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile, electronic mail or in.pdf, and copies of executed signature pages so delivered shall be binding as originals.

12. **DISPUTES**

This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state courts located in California and the federal courts located in the Northern District of California, and each Party hereby consents to the personal jurisdiction thereof.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

Signed by:

for and on behalf of AHS

[Name]

[Title]

Date

Signed by:

for and on behalf of Physician

[Name]

[Title]

Date