

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement"), dated and effective as of _____, is by and between _____ with their affiliates, subsidiaries and associated entities "Receiving Party") and Aspire Physician Solutions, LLC, a Delaware limited partnership (the "Disclosing Party", and together with the Receiving Party, the "Parties", and each, a "Party").

WHEREAS, the Disclosing Party wishes to furnish Confidential Information (as defined below) to the Receiving Party in accordance with the terms of this Agreement; and

WHEREAS, as a condition to any such information being furnished to the Receiving Party, the Receiving Party agrees that it will treat any such information in accordance with, and otherwise comply with, the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The term "Confidential Information" means any non-public, confidential or proprietary information about the Disclosing Party's business that is furnished from and after the date hereof by the Disclosing Party, or Disclosing Party's representatives, to the Receiving Party or Receiving Party's representatives, where such information is transferred or transmitted in writing, visually or otherwise electronically, including, any memoranda, reports, analyses, extracts or notes Receiving Party produces that are based on, reflect, or contain any of the Confidential Information; provided, however, that Confidential Information shall not include any information that (I) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party in violation of this Agreement, (II) is independently developed by Receiving Party without reference to or reliance on any Confidential Information and/or (III) was in Receiving Party's possession prior to the disclosure of such Confidential Information pursuant to this Agreement or becomes available to Receiving Party on a non-confidential basis from a third party, provided that Receiving Party did not know that such source was subject to an obligation not to disclose such information.
2. The Receiving Party agrees to use the Confidential Information only as directed by the Disclosing Party and to hold in confidence and not to disclose to any third party, other than Receiving Party's employees, affiliates, representatives and agents, without the prior written consent of the Disclosing Party. If Receiving Party is requested to disclose any Confidential Information in connection with any legal or administrative proceeding or investigation, except if prohibited by applicable law, Receiving Party will notify Disclosing Party promptly of such a request so that Disclosing Party may, in its sole discretion, seek a protective order or other appropriate remedy and/or take steps to resist or narrow the scope of the disclosure sought by such request. Receiving Party agrees to assist Disclosing Party, at Disclosing Party's sole expense, in seeking a protective order or other remedy, if requested by Disclosing Party. If a protective order or other remedy is not obtained and, on the advice of Receiving Party's counsel, disclosure is required, Receiving Party may make such disclosure without liability under this Agreement, provided that Receiving Party furnishes only that portion of the Confidential Information which is required to be disclosed, Receiving Party gives Disclosing Party notice of the information to be disclosed as far in advance of its disclosure as reasonably possible and Receiving Party uses its commercially reasonable efforts to ensure that confidential treatment will be accorded to all such disclosed Confidential Information.

3. Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance or alleged breach of this Agreement, or the alleged unauthorized use or disclosure of the Confidential Information, shall be governed by, enforced and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules and as if wholly performed within Wilmington, Delaware. Any litigation regarding the interpretation, performance or alleged breach of this Agreement, or the alleged unauthorized use or disclosure of the Confidential Information, will be filed in and heard by the state or federal courts with jurisdiction to hear such disputes that are located in Wilmington, Delaware, and each Party hereby submits to the exclusive jurisdiction of such courts.
4. Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Disclosing Party irreparable harm. Accordingly, Disclosing Party will be entitled to seek equitable relief, including, without limitation, an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any court of competent jurisdiction located in Wilmington, Delaware, in addition to any other remedy to which Disclosing Party may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.
5. Either Party may waive compliance with any of the agreements or conditions for the other Party's benefit contained herein. Any such waiver will be valid only if set forth in a writing signed by the Party granting such extension or waiver. No waiver by any Party of any default, misrepresentation or breach hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay by either Party to exercise any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of the same or any other right or remedy.
6. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof; provided that if any provision of this Agreement, as applied to any Party or any circumstance, is judicially determined not to be enforceable in accordance with its terms, the Parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.
7. If any action at law or in equity is commenced to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, legal expenses and court costs.
8. This Agreement shall not be assigned by the Receiving Party without the prior written consent of the Disclosing Party, and this Agreement shall otherwise be binding on all respective successors and assigns of the Parties.
9. This Agreement constitutes the entire and only agreement between the Parties relating to the Confidential Information, and there are no previous agreements between the Parties with respect thereto. The terms and conditions of this Agreement may not be changed, amended, or waived unless in writing, signed by both Parties. There are no third-party beneficiaries to this Agreement.

10. This Agreement shall continue in full force and effect until the earlier of (i) the date on which the parties hereto (or their affiliates) consummate a business combination transaction, (ii) the second (2nd) anniversary of the date hereof, (iii) the date on which Receiving Party returns or otherwise destroys any remaining Confidential Information in its possession that was obtained pursuant to this Agreement or (iv) a date mutually agreed upon by the Parties.
11. This Agreement may be executed in counterparts. Each counterpart is an original, but together constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages hereto by facsimile or electronic PDF transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures of representatives of the parties transmitted by facsimile or electronic PDF shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

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

DISCLOSING PARTY:

ASPIRE PHYSICIAN SOLUTIONS, LLC

By: _____
Name: Sonia Ponnusamy
Title: Partner

RECEIVING PARTY:

By: _____
Name:
Title: