



**Via Electronic Delivery**

Date

Supplier

Street

City, State, Zip

**CONFIDENTIALITY AGREEMENT**

In connection with the review of the E&O/Cyber Insurance needs of Mednax Services, Inc. ("MSI"), (the "Transaction"), MSI and its employees, agents, advisors or other representatives will be given access to sensitive information pertaining to \_\_\_\_\_, and its employees, agents, advisors or other representatives (collectively, the "Vendor") business which is not available to the general public or is otherwise confidential or proprietary in nature (such information, whether furnished before or after the date hereof, and all copies of, extracts from, analyses and other materials based on, containing or otherwise reflecting such information (in any format), is hereinafter referred to as the "Vendor Information"). In consideration of you being furnished with the Vendor Information, you agree as follows:

- (1) (a) Restrictions on Use: The Vendor Information will not, without the prior written consent of Vendor, be used by MSI or its Representatives (as defined below), directly or indirectly, for any purpose other than the evaluation of the Transaction and preparation of documents to consummate the Transaction.

(b) Non-disclosure: MSI recognizes and acknowledges the competitive value of the Vendor Information and the damage that could result from the disclosure thereof to third parties. Accordingly, MSI agrees to keep the Vendor Information strictly confidential and MSI will not, without the prior written consent of Vendor, disclose the Vendor Information (or the fact that the Vendor Information has been made available, that discussions or negotiations concerning a Transaction are taking place or any of the terms, conditions or other facts relating to a Transaction) to any third party in any manner whatsoever, in whole or in part, except that MSI may disclose the Vendor Information to those of MSI's directors, officers, employees, agents, advisors or other representatives (collectively, "Representatives") who (i) need to know the Vendor Information for the purpose of evaluating the proposed Transaction, (ii) have been informed of the confidential nature of the Vendor Information and (iii) have agreed to keep the Vendor Information confidential.

(c) Return or Destruction of Information: Upon the written request of Vendor, MSI shall, and shall cause its Representatives to, promptly return all Vendor Information that has been provided to MSI by Vendor or destroy all such Vendor Information in its possession, other than such Vendor Information that may exist on MSI's back-up tape storage system which is typically only accessed in the event of a system malfunction or disaster recovery process. Notwithstanding the return or destruction of the Vendor Information, MSI and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

(2) Vendor hereby agrees to use good faith efforts to provide any Vendor Information requested by MSI within a reasonable period of time after it is requested, and further represents that the Vendor Information provided hereunder will be accurate and complete, to the best of its knowledge.

(3) In connection with the review of the Transaction, Vendor will be given access to sensitive information pertaining to the operation of MSI's business which is not available to the general public or is otherwise confidential or proprietary in nature (such information, whether furnished before or after the date hereof, and all copies of, extracts from, analyses and other materials based on, containing or otherwise reflecting such information (in any format), is hereinafter referred to as the "MSI Information"). In consideration of you being furnished with the MSI Information, you agree as follows:

(a) Restrictions on Use: The MSI Information will not, without the prior written consent of MSI, be used by Vendor or its Representatives, directly or indirectly, for any purpose other than the evaluation of the Transaction.

(b) Non-disclosure: Vendor recognizes and acknowledges the competitive value of the MSI Information and the damage that could result from the disclosure thereof to third parties. Accordingly, Vendor agrees to keep the MSI Information strictly confidential and Vendor will not, without the prior written consent of MSI, disclose the MSI Information (or the fact that the MSI Information has been made available, that discussions or negotiations concerning a Transaction are taking place or any of the terms, conditions or other facts relating to a Transaction) to any third party in any manner whatsoever, in whole or in part, except that Vendor may disclose the MSI Information to those of its Representatives who (i) need to know the MSI Information for the purpose of evaluating the proposed Transaction, (ii) have been informed of the confidential nature of the MSI Information and (iii) have agreed to keep the MSI Information confidential.

(c) Return or Destruction of Information: Upon the written request of MSI, Vendor shall, and shall cause its Representatives to, promptly return all MSI Information that has been provided to Vendor by MSI or destroy all such MSI Information in its possession. Notwithstanding the return or destruction of the MSI Information, Vendor and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

(4) The parties hereby agree that neither party is required, by execution of this Agreement, to proceed with negotiation of a potential transaction such that either party, upon 24 hours prior written notice, may terminate negotiations and/or discussions pursuant to this Agreement.

(5) Each party hereby agrees not to disclose its or the other's assessment of, or interest in, the Transaction to any person or firm other than (i) the minimum number of officers, directors and employees of each party who have a legitimate need to know about the Transaction and (ii) advisors retained by such party to assist it in connection with the Transaction. Each party further agrees that it will use its best efforts to safeguard and protect such information from disclosure by its employees and agents or by any other person or entity.

(6) In the event that MSI or its Representatives are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or

similar process) to disclose any of the Vendor Information, MSI and its Representatives will promptly provide Vendor with notice thereof so that Vendor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, MSI or its Representatives are, in the opinion of MSI's counsel, legally compelled to disclose such Vendor Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, MSI and its Representatives will furnish only that portion of the Vendor Information which is legally required to be furnished and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Vendor Information.

(7) In the event that Vendor or its Representatives are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, investigative demand or similar process) to disclose any of the MSI Information, Vendor and its Representatives will promptly provide MSI with notice thereof so that MSI may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or waiver, Vendor or its Representatives are, in the opinion of Vendor's counsel, legally compelled to disclose such MSI Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, Vendor and its Representatives will furnish only that portion of the MSI Information which is legally required to be furnished and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such MSI Information.

(8) Each party hereby agrees that money damages would not be a sufficient remedy for any breach or threatened breach of this Agreement by the other party or its Representatives and that such party shall be entitled, without the requirement of posting a bond or other security, to specific performance and injunctive or other equitable relief in the event of any such breach or threatened breach by the other party, in addition to all other remedies available to the parties at law or in equity.

(9) The obligations, covenants and duties imposed by this Agreement shall remain in full force and effect until and will terminate on \_\_\_\_\_.

(10) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of laws. The parties hereby irrevocably and unconditionally, (i) submit to the jurisdiction of the State or Federal courts sitting in Florida for purposes of all suits, actions or proceedings arising out of or relating to this Agreement (and agree not to commence any suit, action or proceeding relating thereto except in such courts) and waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any suit, action or proceeding brought in such court and any claim of inconvenient forum and (ii) consent to service of process in any such suit, action or proceeding by mail as provided for under the U.S. Federal Rules of Civil Procedure and waive any objections which they might otherwise have with respect thereto.

(11) This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any and all prior agreements, arrangements or understandings, written or oral, between the parties with respect to the same subject matter. Except as set forth in this Agreement, neither party has made any representation to the other with respect to the same subject matter.

(12) This Agreement shall be void and of no further effect unless a fully executed copy is received by both parties on or before 7/06/2021.

If you agree to the terms and conditions of this Agreement, please indicate your acceptance by signing and returning to the undersigned a copy of this Agreement. This Agreement may be executed in several counterparts, all of which together shall constitute one and the same agreement. Facsimile or electronically transmitted signatures shall be deemed the same as original signatures.

Very truly yours,

**MEDNAX SERVICES, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed to as of the date first written above:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_