

NON DISCLOSURE AGREEMENT

BACKGROUND:

The MCAA Consulting, LLC ("Information Provider") doing business as Physician Hospital Management (PHM) and _____ (the "Recipient") collectively known as the parties' desire to enter into a confidentiality agreement with regard to: Physician Hospital Management agreement (the "Permitted Purpose").

In connection with the Permitted Purpose, the Information Provider and Recipient will exchange certain confidential information (the 'Confidential Information').

IN CONSIDERATION OF:

As a condition of the Confidential information exchanged between the Information Provider and the Recipient and in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged for the benefit of both, the parties to this Agreement agree as follows:

1. All written and oral information and materials disclosed or provided to or by either party under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided. Confidential Information means all data and information relating to the permitted purpose include but not limited to the following:
 - a. Business Operations: includes internal personnel and financial information of the Information Provider, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Information Provider, and the manner and methods of conducting the Information Provider's business
 - b. Customer Information: includes names of customers of the Information Provider, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Information Provider;
 - c. Intellectual Property: which includes information relating to the Information Provider's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - d. Service information: includes all data and information relating to the services provided by the Information Provider, including but not limited to, plans, schedules, manpower, inspection, and training information;

- e. Product Information: includes all specifications for products of the Information Provider as well as work product resulting from or related to work or projects of the Information Provider, of any type or form in any stage of actual or anticipated research and development;
 - f. Production Processes: includes processes used in the creation, production and manufacturing of the work product of the Information Provider, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
 - g. Accounting Information: includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Information Provider;
 - h. Marketing and Development Information: which includes marketing and development plans of the Information Provider, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Information Provider which have been or are being discussed;
 - i. Confidential Information: include any information that has been disclosed by a third party to the Information Provider and is protected by a non-disclosure agreement entered into between the third party and the Information Provider.
2. Confidential Information will also include any information that has been disclosed by a third party to the Information Provider and is protected by a non-disclosure agreement entered into between the third party and the Information Provider.
3. Confidential Information will not include the following information:
 - a. Information that is generally known in the industry of the Information Provider;
 - b. Information that is now or subsequently becomes generally available to the public through no wrongful act of either party;
 - c. Information that is independently created by the Recipient without direct or indirect use of the Confidential Information provided by the Information Provider; or
4. The neither Party will not utilize the other parties Information acquired for any purpose other than evaluating the possible intended purpose, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the other party or assist or promote any other party in so doing. Any violation of this agreement will constitute a breach and can be pursued for compensation according to damages.
5. Neither Party shall not at any time, without prior written consent of the other party, furnish, copy, reproduce or distribute, in whole or in part, directly or indirectly, the Information to anyone, except to financial advisors and investors, who may be furnished with the Information for the sole purpose of advising as to the structure of any proposed agreement and both parties will keep permanently confidential the Information and will use the Information only for the

purpose set forth above. Both parties shall be under no obligation to maintain as confidential any information which (a) can show by legally sufficient written evidence the information was in its possession prior to disclosure; or (b) becomes generally available to the public in tangible form other than by acts or omissions of either party; or (c) is lawfully obtained from a third party.

6. Both parties indemnifies and holds harmless the other party, and its agents, representatives, employees, affiliates, and attorneys, from and against any and all claims, liabilities, actions, causes of action and damages, arising from or relating to any injury or loss arising out of, from, or attributed to the transactions or matters subject hereof, or the actions, omissions, wrongful conduct or other breach of this Confidentiality Agreement by the other party, which indemnification shall include, without limitation, reimbursement of attorney's fees and expenses incurred by the Information Provider in connection herewith.
7. The Recipient shall not enter into any agreement or employ anyone for a period of three (3) years from the date shown below with the intended purpose unless said agreement or employment contains a provision wherein the parties thereto acknowledge that the Information Provider is the procuring cause of such agreement and the Information Provider is entitled to compensation of damages.
8. A facsimile, email, photocopy, or electronic transmission including the executing this agreement via an online form of this Confidentiality Agreement is legal and binding.
9. This Agreement contains the entire agreement between the parties hereto with regard to the subject matter hereof. If one or more of the provisions contained herein shall be held to be invalid, illegal, or unenforceable, the balance of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties' heirs, successors, and assigns, where permitted. This Agreement may not be assigned by the Recipient without the prior written consent of the Information Provider. No ambiguity herein shall be resolved presumptively against any party. This Agreement shall be construed in accordance with the laws of the State of Wyoming, and the obligations of the parties are performable in the State of Wyoming, where venue shall lie for any actions brought hereunder.
10. The term of this Agreement is for Three (3) years from the date shown below.

Company: MCAA Consulting, LLC
Information Provider

Company:
Recipient

Signature:
Name:
Title: Owner/Founder

Signature:
Name:
Title:

Date:

Date: