



CONFIDENTIALITY AGREEMENT FOR CAB MEMBERS

THIS CONFIDENTIALITY AGREEMENT (the “Agreement”) dated as of _____, 2025, is made by _____, an individual and member of the LocumTenens.com Client Advisory Board (“Board Member”), in favor of LocumTenens.com, LLC, a Georgia limited liability company and its affiliated companies (such company and/or one or more of its affiliates, as the usage indicates, herein referred to as the “Company”).

WITNESSETH:

WHEREAS, the Company is prepared to furnish to Board Member confidential information and documents pertaining to the business and operations of the Company for the purpose allowing Board Member to better understand the affairs of the Company and offer informed input (the “Permitted Purpose”); and

WHEREAS, the Company wishes to ensure that its confidential information is not improperly used nor disclosed to unauthorized persons.

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged herein, Board Member agrees as follows:

1. PROTECTION OF CONFIDENTIAL INFORMATION.

1.1. For purposes of this Agreement, the term “Confidential Information” means all technical, business, financial and other information related to the Company or its business, services, technology or products that is treated as confidential by the Company and disclosed by or on behalf of the Company or otherwise obtained by Board Member, in any form or medium, whether or not in writing, or by observation. Confidential Information includes, without limitation, (i) any and all documents and materials, whether prepared or furnished by or on behalf of the Company, Board Member or others, which contain or otherwise reflect such information, and (ii) any information designated by the Company to be treated as Confidential Information. Confidential Information shall include proprietary information owned or disclosed to the Company by third parties that the Company treats as or is obligated to maintain as confidential.

1.2. Board Member may use Confidential Information of the Company solely for the Permitted Purpose and agrees not to use it for any other purpose. Board Member will protect the Confidential Information of the Company and hold it in strict confidence and secrecy.

1.3. If Board Member becomes legally compelled, by court order, subpoena, or as required by an applicable federal or state agency or accrediting entity, to disclose any of the Confidential Information, Board Member shall provide the Company with prompt prior written notice so that the Company may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement in a writing signed by the Company.

If such protective order or other applicable remedy is not obtained, or if the Company waives compliance with the provisions hereof, then Board Member may disclose the Confidential Information as legally compelled but agrees to furnish only that portion of the Confidential Information that is legally required to be furnished and to exercise his or her best efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

1.4. The term “Confidential Information” does not include any information which (i) can reasonably be shown by Board Member as already being in the possession of Board Member at the time of disclosure by the Company, (ii) at the time of disclosure or thereafter is generally known by the public (other than as a result of a disclosure by Board Member in violation of this or any other agreement with or legal obligation to the Company), (iii) was or becomes available to Board Member on a non-confidential basis from a source other than the Company, provided that such source is not and was not bound by an obligation of confidentiality with respect to such information or (iv) is developed by Board Member independently of and without the benefit of the Confidential Information of the Company.

1.5. Once the Permitted Purpose is completed, or if the Company so requests for any reason, Board Member agrees to promptly return to the Company all originals and copies of the Confidential Information in Board Member’s possession, and Board Member will promptly destroy all copies of any analyses, compilations, studies, notes or other documents prepared by Board Member based in whole or in part on any Confidential Information.

1.6. Board Member will not disclose to any person or entity that Board Member has requested or received Confidential Information from the Company with respect to the Permitted Purpose; provided, however, that nothing herein shall restrict Board Member from making disclosures required under applicable legal requirements, including but not limited to any applicable securities laws and applicable stock exchange and similar rules.

2. NO GRANT OF RIGHTS.

All Confidential Information disclosed by the Company (other than that to which an exception under Section 1.4 applies) shall be and remain at all times the property of the Company. Board Member acknowledges that disclosure of Confidential Information of the Company to Board Member shall not be construed as a grant or conveyance to Board Member of any right, title or interest in such Confidential Information or as a representation as to the suitability of it for any use, or as a grant of any license to use, exploit, copy or further develop

any such Confidential Information. Board Member further acknowledges that the disclosure of the Confidential Information shall be deemed to have been made without any representation or warranty as to the accuracy or completeness of the Confidential Information, and the Company shall have no liability to Board Member or any other person resulting from their use of the Confidential Information.

3. EQUITABLE REMEDIES AVAILABLE TO THE PARTIES.

Board Member acknowledges that remedies at law for any breach of his or her obligations hereunder are inadequate and that the Company shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach by Board Member of the provisions of this Agreement. No bond or other security will be required in connection with the pursuit of any equitable remedy.

4. MISCELLANEOUS.

This Agreement is for the benefit of the Company, its successors and assigns and will be governed by and construed in accordance with the internal laws of the State of Georgia. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining terms shall remain in full force and effect. It is further agreed that no failure or delay by the Company in exercising any right or privilege hereunder, will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right or privilege hereunder. This Agreement may only be modified by a written document executed by both parties.

This Agreement supersedes all prior discussions, understandings and agreements between the parties hereto with respect to the matters contemplated herein.

IN WITNESS WHEREOF, Board Member has executed this Agreement as of the date first above written.

Board Member

Sign Name: _____

Print Name: _____