

# CONFIDENTIALITY AGREEMENT

Western Practice Sales (WPS) represent various doctors in matters concerning the sale of their dental practice.

In connection with the possible purchase by you, \_\_\_\_\_, of a dental practice represented by WPS on behalf of the selling doctor, you will be provided access to certain proprietary information about the business; including financial condition, operation and prospects of the Practice. Information and records may include, but not be limited to, financial statements, patient lists, patient files, appointment schedules, employee list and salary histories, capital and operating leases of the Practice. The purpose for the release of any such proprietary information is to aid you in performing due diligence and analysis of the proposed transaction.

- 1) In consideration of obtaining such information, I hereby agree as follows:
  - a) I will not go inside the SELLER'S practice without prior consent and arrangement with WPS. I will not contact the SELLER, the SELLER'S patients, SELLER'S employees or SELLER'S constituents.
  - b) All proprietary information furnished by WPS (or from the Practice) to me will be confidential. "Proprietary Information" does not include any information, which is, or becomes, readily available to the public.
  - c) Unless otherwise agreed in writing, I will not disclose or reveal any proprietary information to anyone other than my legal counsel or financial consultant actively evaluating the information for any purpose other than in connection with the proposed purchase transaction.
  - d) If I decide not to pursue the proposed transaction, I will promptly advise WPS of this fact and deliver to WPS any and all proprietary information furnished to me.
  - e) Although WPS and the Seller have included in the proprietary information certain information, which they consider to be relevant for the purpose of my investigation of the condition of the Practice, WPS cannot make any representation or warranty as to the accuracy or completeness of said information. Therefore, all information is subject to my verification.
  - f) Acquisition of proprietary information or trade secrets by me will be presumed confidential upon the release of any such material to me. Any unauthorized use of such information will be presumed to be an intentional act in bad faith violation of this Agreement.
  
- 2) In regards to patient lists and patient records, I acknowledge that patients of record of the Practice have an expectation of privacy. The review of any such records is for the sole purpose of determining the type of work being performed and various other information that such patient charts reveal. In consideration of obtaining such information, I hereby agree as follows:
  - a) The information contained in the patient charts of the subject practice is considered confidential and proprietary information.
  - b) I acknowledge that the "number of active patients" is a relative term and it is solely my responsibility to determine the accuracy of any number that may be represented to me by the SELLER or Broker. I agree to hold harmless the Broker, SELLER or their agents concerning any litigation concerning this issue.
  - c) I agree that I will not use the information that I obtain to the detriment of the selling doctor or attempt in any way to approach a patient or patients with the intent to provide dental services.
  - d) I will not copy any of the records or remove said records from the premises.
  - e) I agree that all questions related to the patient files will be directed to the selling doctor only; I am not authorized to ask questions of staff or interrupt their normal work schedule.
  
- 3) Further, in consideration for WPS providing me with information on the above described Practice, I understand, acknowledge, and agree as follows:
  - a) Information provided to me by WPS and the Seller represents sensitive and confidential information and its disclosure to others could/would be damaging to the Practice and WPS'S relationship with the Seller.
  - b) I agree not to disclose information to any other person who has not also signed and dated this agreement, except to secure the advice and recommendations of my advisors (accountants, attorneys, etc.) in which case I agree to obtain their oral consent to maintain such confidentiality. "INFORMATION" shall include the fact that the business is for sale.
  - c) I agree not to contact the Seller, his/her employees, landlord, lien holder, neighbors, constituents, or suppliers except through **WPS**.
  - d) I agree that all correspondence, inquires, offer to purchase and negotiations relating to the purchase of the Practice will be conducted exclusively through WPS. WPS will make arrangements for all meetings between

Initials Required: \_\_\_\_\_

Date: \_\_\_\_\_

the Seller and me. I understand that such face-to-face meetings are essential and are encouraged to obtain more detail concerning the subject business for my benefit and knowledge.

- e) I understand that WPS is not an agent for me, but is an agent for the Seller, and has a contract providing for a fee to be paid to WPS by the Seller upon the sale, trade, lease, or exchange of the Seller's Practice or property. We strongly advise potential purchaser to seek independent counsel to represent his interests. Counsel may be, but is not limited to, an attorney, accountant, appraiser, broker, or management consultant. Fees of such counsel are the sole responsibility of the seller/purchaser.
  - f) I understand that WPS, through its staff, will assist me in locating a business or property that I might have some interest in owning. However, I understand and agree that such assistance, incidental advice and/or statements made in connection with that process will not convert any member of WPS'S' staff into being my agent. WPS and its staff will at all times be the agent for the Seller. Neither WPS nor any member of WPS'S staff has a fiduciary relationship with me.
  - g) I further understand that Western Practice Sales is not an attorney-at-law and that all future forms and all future addenda thereto are prepared without the benefit of legal or tax counsel. They should be submitted to your own attorney for review and possible modification, and used upon the advise of your own legal and/or tax counsel
  - h) I am aware that Western Practice Sales is a member of American Dental Sales (ADS Transitions), a nationally recognized organization of dental practice brokers throughout the United States. ADS members have a strategic alliance and combined marketing efforts with other practice brokerage firms, financial companies and lending organizations. Each ADS member company is independently owned and operated.
- 4) I agree not to circumvent or interfere with WPS's contract with the Seller in any way. I understand that if I interfere in any way with WPS's contract right to its fee from Seller, I may be personally liable for the payment of the fee paid to WPS by Seller. I understand that if I make the purchase through WPS, then I will not be liable for the fee to be paid by Seller to WPS.

The undersigned understands that disclosure of confidential information may result in damages for which he/she may be held liable.

Attorneys' Fees: The parties agree that in the event of controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for attorneys' fees which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

**NOTE: Please provide a "pen to paper" signature. Digital signatures will not be accepted.**

<b>Sign:</b>	<b>Date:</b>
Name:	
Confidential email address:	
Home Address:	
Home Phone:	
Cell Phone:	
Office Address:	
Office Phone:	
<b>Dental License Number/State</b>	
City/Areas of Interest:	

**Return to:**  
Western Practice Sales: 415 Century Park Drive, Suite B, Yuba City, CA 95991  
**Phone: 800-641-4179 | Fax: 530-674-9765**  
**Email: wps@succeed.net**