



Confidentiality Agreement – Non-Disclosure Agreement

The undersigned prospective Buyer (hereinafter called “Buyer”) agrees to keep all Confidential Information concerning the dental practice(s) presented to me by Thomas & Fees Practice Sales private and confidential. Confidential Information shall mean all information including the fact that the Business is for sale, all financial, production, marketing and pricing information, employees names and salaries, business manuals, correspondence, patient names and information, contracts, customer lists, Suppliers, lease documents, tax returns, and any other information whether written, oral, or otherwise made known to Buyer: (a) from any inspection, examination or other review of the books, records, assets, liabilities, processes or production methods of Seller; (b) from communication with Seller or Seller’s broker; (c) during visits to Seller’s premises; or (d) through disclosure or discovery in any other manner until such time that the aforementioned practice is sold or transferred, or until written notice is received canceling this agreement. Further, the undersigned agrees not to contact the dental office, or any of its personnel or referral sources either directly or indirectly without written prior approval.

Broker has received financial information from Seller and has prepared reports from that information. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the Business, its assets, liabilities, financial statements, tax returns, and any other facts, which might influence Buyer’s purchase decision or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer’s own investigation and that of Buyer’s legal, tax and other advisors and not that of Broker.

In that violation of this agreement could cause great financial harm to the dentist owner he reserves his right to obtain damages, as well as punitive damages, for any violation of this agreement against any and all those in violation of this Confidentiality Agreement.

In addition, since patients’ names may have inadvertently be included in correspondence, you agree that none of the patients will be contacted directly or indirectly by you or anyone you have contacted about this practice until you have actually purchased this practice.

Dated _____

Signed _____

Print Name _____