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## Non-Disclosure Agreement Confidential Information

The undersigned acknowledges that SAS Transitions Inc., Dental Practice Brokers will furnish to the undersigned prospective Buyer ("Buyer") certain proprietary data ("Confidential Information") relating to the business affairs and operations of a Dental Practice ("Business") listed with Broker for study and evaluation for possible purchase.

It is acknowledged by Buyer that

- The employees of the Business may not know the Business is listed for sale; therefore, **Buyer agrees not to contact the Seller/s directly** by telephone, by fax, by mail, by email, in person, or by agent. **Buyer agrees to use Broker for all communications with the Seller/s.**
- The **identity of the Seller/s**, the identity of **Business**, and the **location** of the Business is **confidential**; therefore, Buyer agrees not to disclose it and not to disclose that any discussions or contracts with Broker have occurred or are intended for this Business, other than as provided for in the following paragraph.

Buyer acknowledges that information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Buyer, except as provided in this agreement, may cause serious harm or damage to the Business and its owners and officers. Therefore, Buyer agrees that Buyer will not use the information furnished for any purpose other than as stated above, and agrees that Buyer will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers, and employees of Buyer and to Buyer's advisors or their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by Buyer of the confidential nature of such information and shall be directed by Buyer to treat such information confidentially), and (b) any disclosure of information may be made to which the Business Seller consents in writing. Should Buyer or any party whom Buyer provides this information to disclosure any information without permission as defined in this agreement, Seller shall have the right to pursue all legal actions as permitted by law to collect damages because of the breach of this agreement. The breach of this agreement to be the selling price of the business as defined in the Letter of Opinion of Value/Probable Selling price document/s. At the close of negotiations and if a sale does not occur, Buyer will utterly destroy all records, reports, documents, and memoranda furnished and will not make or retain any copy thereof.

### Buyer Responsible

Buyer acknowledges that information provided by Broker to Buyer, or Buyer's Agents, may be obtained from various sources, including the Seller. Broker relies upon the information obtained and does not know and has no reason to know the information to be false or inaccurate. Buyer agrees to hold harmless Broker from all claims, demands, actions, damages, loss, cost liabilities, expenses and judgments arising out of any financial, administrative, and operational representations of the subject Business provided by Broker, or Broker's agents. Buyer acknowledges it is Buyer's sole responsibility to verify all information prior to making any purchase decision; and that Buyer will perform adequate due diligence independent of Broker, including but not limited to the past, present, and future profitability of the Business.

**Authority. Buyer has full power and authority to enter into this Agreement and this Agreement is a valid Agreement enforceable against Buyer in accordance with its terms.**

\_\_\_\_\_  
 Signature of Prospective Buyer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name (typed or printed)

\_\_\_\_\_  
 Preferred Contact Telephone

\_\_\_\_\_  
 Complete Mailing Address of Prospective Buyer including ZIP code

\_\_\_\_\_  
 Email

\_\_\_\_\_  
 Fax