

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

\_\_\_\_\_, (hereinafter referred to as “**BUYER**”), understands and agrees that any and all information provided to **BUYER** by Practice Impact, the business representative for the selling doctor, at any time is confidential (“Confidential Information”) and may not be used in any manner by **BUYER** or his agents, assignees, legatees, heirs, or other legal representatives, without limitation. **BUYER** agrees that he will not directly or indirectly, in whole or in part, disclose, use, disseminate, or in any manner publish to any person, firm, partnership, association, corporation, business or professional organization, entity or enterprise for any reason or purpose whatsoever said Confidential Information, nor shall **BUYER** make any claim or right or ownership to any Confidential Information.

For purposes herein, “Confidential Information” shall include, without limitation, any and all information relating to the practice operations, employees, personnel and business relationships, proprietary, unpublished data and documents describing inventions, secret processes, technical information, methods, research and other know-how, patients and/or prospects, terms and conditions of sales and practices, business plans and financial information, technical knowledge relating to patient requirements, and knowledge of markets for the business’ products. All Confidential Information disclosed hereunder is a valuable, special and unique asset of the business, disclosure of which would cause immediate and irreparable injury, loss and damage to the business.

**BUYER** may disclose Confidential Information hereunder to employees, his representatives and/or agents of **BUYER** on an “As Need To Know” basis, provided that such employees, representatives and/or agents first agree in writing to be bound by the terms of this Agreement. **BUYER** hereby indemnifies and agrees to defend and hold harmless the selling doctor (and his professional corporation) and Practice Impact from and against all loss, cost, damage, liability and expense caused, directly or indirectly, by a breach by **BUYER** of this Agreement.

By executing this Agreement, **BUYER** agrees to receive Confidential Information which may include the Business name which Practice Impact is representing under the terms set forth above. **BUYER** agrees that Facsimile transmissions shall be acceptable as binding.

**BUYER** agrees not to circumvent Practice Impact or any prospective sellers introduced by Practice Impact. **BUYER** agrees that **BUYER** will not make any contact, directly or indirectly, written, oral, electronic or by any medium of contact whatsoever, with any Sources without the express written consent of the other introducing Party or Seller. **BUYER** agrees not to enter into any agreement with a Seller or Landlord of an opportunity that was introduced by Practice Impact within 24 months of the introduction without the assistance of Practice Impact and approval from the Seller of the practice and/or assets.

**BUYER** acknowledges Practice Impact is a member of the National Association of Practice Brokers (NaPB) and as such, receives sponsorship from certain lenders. All sponsoring lenders have an agreement with NaPB that any Buyers referred to them shall not include any higher rates and/or fees because of said sponsorship.

If you agree to the foregoing, please confirm this by signing and returning to Practice Impact, the business representative, this Agreement. Facsimile transmissions shall be acceptable as legal and binding.

This Agreement constitutes the entire Agreement with respect to any Confidential Information provided and supersedes any and all prior understandings, or representations, or agreements. This Agreement shall be construed and the rights of the parties governed under the laws of the State of Ohio.

I agree to the terms and conditions set forth in this Confidential Non-Disclosure Agreement, this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, D.D.S.



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## BUYER QUESTIONNAIRE

(Please complete and return to Practice Impact)

**Personal Information:**

Full Name:				
Home Address:				
City:			State:	Zip:
E-mail address:				
Cell Phone				
Marital Status:		# of Children:		Date of Birth

**Educational Information:**

	<i>Institution</i>	<i>Degree</i>	<i>Year</i>
Undergraduate			
Dental School			
Advanced Education			
Residency Program			

**Practice Specifications:**

What type of practice are you looking for?		
Number of operatories preferred:		
Give a brief description of the type of dentistry you want to perform:		
Practice location desired:	State(s):	
	City(s):	

**Dental Practice Experience:**

Associate		# of Years	
Practice Owner		# of Years	
Other			
Dental License Number:		State:	
Dental License Number:		State:	
State or Regional Boards you have passed:			
		Date:	
		Date:	

**Have you ever been found guilty, entered a plea of “no contest” or been a party to a consent decree with regard to a:**

Felony?		Yes		No
Malpractice claim?		Yes		No
Other criminal or civil litigation?		Yes		No
Charge of fraud or tax-avoidance with regard to any Federal or State Taxes?		Yes		No
Bankruptcy?		Yes		No
Disciplinary action taken by the State Dental Board?		Yes		No
Are there any unsatisfied judgements against you or any business you have owned?		Yes*		No

*If yes, please explain:
What are you doing at the present time?
If presently working, how long have you worked for current employer?

The undersigned dentist hereby warrants and represents that the statements and answers made above are true and that there are no omissions or misrepresentations of information given.

Signed \_\_\_\_\_ Date \_\_\_\_\_