

## **Confidentiality Agreement ("Agreement")**

PMA PRACTICE TRANSITIONS, LLC and the Entities Represented by it (referred to jointly hereafter as "THE COMPANY") and the INTERESTED PARTY desire to engage in preliminary business discussions for the purpose of Interested Party evaluating for acquisition certain assets of The COMPANY'S dental practice.

To commence or continue these discussions, THE COMPANY may need to provide the INTERESTED PARTY with certain **confidential information** and/or materials concerning the professional practice, patient lists, revenue forecasts, technical knowledge, plans, business practices, trade secrets, employees, financial information, patient information and records and other proprietary and/or non-public information (collectively, the "Confidential Information");

In addition to Confidential Information disclosed by THE COMPANY to the INTERESTED PARTY, whether before or after the signing of this Agreement, the term Confidential Information also includes all information, tangible and intangible, which is observed or learned by the INTERESTED PARTY in the course of the discussions;

INTERESTED PARTY recognizes that THE COMPANY would be seriously, immediately and irreparably harmed if the INTERESTED PARTY were to make any unauthorized use of the Confidential Information or were to disclose the Confidential Information to any third party.

The parties agree as follows:

- 1) **Confidentiality.** The INTERESTED PARTY shall treat all Confidential Information as strictly confidential and will not, directly or indirectly, disclose the Confidential Information to any other entity or person not directly involved in professionally advising INTERESTED PARTY (such as attorneys, accountants and paid consultants). INTERESTED PARTY shall inform each such directly involved entity or person of the confidential nature of the Confidential Information and the existence of this Agreement. The INTERESTED PARTY shall take all action necessary or appropriate to ensure that neither he/she nor any of his/her, agents or employees discloses, reveals, or uses any Confidential Information except as expressly authorized herein. These confidentiality obligations shall remain perpetual, unless limited in a further definitive agreement between the parties.
- 2) **No Obligation to Disclose.** Nothing herein obligates THE COMPANY to furnish any information whatsoever; rather, this Confidentiality Agreement is applicable in the event THE COMPANY elects to furnish Confidential Information to the INTERESTED PARTY.
- 3) **No Contact.** Interested Party agrees that he/she will not contact any third party, including but not limited to the COMPANY'S landlord, employees, vendors, nearby businesses or any municipal agency or official about The COMPANY'S business being

offered for sale, nor shall it share with third parties the fact that the business is in fact for sale, unless such fact is already public knowledge.

- 4) Injunctive Relief. INTERESTED PARTY agrees that The COMPANY would be seriously and irreparably harmed by a breach of this Agreement, and that money damages for a breach would not be an adequate remedy. INTERESTED PARTY consents and stipulates to the entry of an immediate injunction in a court of law, without necessity of bond, restricting further breach or threatened breach. Such injunctive relief shall not limit The COMPANY'S right to pursue monetary damages as well.
- 5) No Warranties. The INTERESTED PARTY understands that any and all information contained in the Confidential Information is being provided without any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and that any estimates or projections with respect to future performance included in the Confidential Information are provided to assist the INTERESTED PARTY in its evaluation of the potential relationship, and are not to be relied upon as a representation or assurance of future results. It is INTERESTED PARTY'S sole cost and responsibility during a due diligence process to verify the accuracy and suitability of information provided by the COMPANY for purchase or other investment actions.
- 6) No Solicitation of Employees. INTERESTED PARTY shall not solicit or make any offers of employment to any employee(s) of THE COMPANY for a period of one (1) year from the date of this Agreement.
- 7) Breach. The INTERESTED PARTY shall be responsible for any breach of this Agreement by the INTERESTED PARTY and any of his/her/its agents, employees, or representatives.
- 8) Third-Party Beneficiary. The parties agree that any entity on behalf of which PMA Practice Transitions, LLC, may provide Confidential Information is a third-party beneficiary to this Agreement and has the right to take legal action directly against the INTERESTED PARTY in the event of a breach of this Agreement by the INTERESTED PARTY and any of his/her/its agents, employees or representatives.
- 9) Miscellaneous. This Agreement may be signed in counterparts, with each counterpart, placed together, constituting a single agreement. Electronic signatures exchanged via email are sufficient to bind the parties. The party signing the Agreement represents and warrants that he/she has the authority to bind the entity for which the party signs. This Agreement shall be governed as to validity, construction, and performance by the laws of the State of Ohio.

Wherefore, the parties indicate their agreement to the conditions set forth above by affixing their signatures below.

Signed By:

\_\_\_\_\_  
INTERESTED PARTY – Please print  
name here

By\_ \_\_\_\_\_  
Its \_\_\_\_\_

DATE: \_\_\_\_\_

PMA PRACTICE TRANSITIONS, LLC

\_\_\_\_\_  
By\_ \_\_\_\_\_  
Its \_\_\_\_\_

DATE: \_\_\_\_\_