

CONFIDENTIALITY AGREEMENT

_____, referred to as "Inquirer", wishes to evaluate confidential information regarding practice opportunities presented by Henry Schein Professional Practice Transitions ("HSPPT"). Inquirer recognizes that any confidential information provided by HSPPT or its representatives regarding professional practices could, if disclosed, cause damage to the individuals or corporations affiliated with the practice opportunity and to HSPPT.

Inquirer agrees that it will not divulge, communicate, or otherwise disclose any confidential material provided by HSPPT, its representatives, or Inquirers of HSPPT, to anyone, including employees, customers, Inquirers, or prospective Inquirers, with the exception of Inquirer's bona fide counsel, and that Inquirer will not use any confidential material in any way but for evaluation of the practice opportunities for the purpose of acquisition. Inquirer further agrees that its bona fide counsel will maintain the confidentiality of all information as well. Confidential information consists of, but is not limited to the following:

1. A professional's intent to buy, sell, or associate its practice.
2. Any financial and practice related data provided to Inquirer by HSPPT, its representatives, or Inquirers, which may include such items as value of practice under consideration, income statements or balance sheets, tax returns, and any other personal financial data.
3. Any personal information provided to Inquirer by HSPPT, its representatives, or Inquirers, which may include such items as data regarding lawsuits, or other items personally pertaining to the principals in these transactions.
4. Patient lists made known to Inquirer during negotiations.

The professional practice whose confidential information is disclosed is considered a third-party beneficiary of this agreement and shall have the right to enforce it. The obligations of confidentiality shall survive the termination of this agreement, for any reason.

Inquirer shall not contact any staff member of an owner referred to Inquirer by HSPPT without the express permission of the owner. Inquirer agrees to return any and all information provided to Inquirer to HSPPT immediately upon HSPPT's request. In addition, Inquirer acknowledges the following:

1. Information provided by HSPPT is provided by the owner and is unaudited by HSPPT. HSPPT makes no claims as to the reliability of such information. It is Inquirer's responsibility to conduct its own due diligence and confirm the accuracy of all information provided to Inquirer by the owner and HSPPT prior to any purchase. Inquirer indemnifies and holds HSPPT harmless for any claim, loss or damages, including expense of defense arising from any transaction agreed to by Inquirer, including but not limited to court costs, reasonable attorneys' fees and investigation expenses which, in any manner, arise out of or result from any practice purchase or associateship;
2. Inquirer is advised prior to any purchase, to review all financial and tax records of any practice, as well as personally perform a patient chart audit (subject to HIPPA regulations), determine patient count, review any insurance plans and contracts, and any other information needed by Inquirer;
3. Inquirer has been advised to retain the services of competent counsel to review all documents and data provided to Inquirer and that any advice or opinion on the advisability of entering into a transaction shall be provided by Inquirer's counsel;
4. All information provided to HSPPT by Inquirer is true and correct to the best of Inquirer's knowledge, and may be presented to the owner of any practice under consideration for employment or acquisition by Inquirer; and
5. Upon completion of a transaction with Inquirer, HSPPT shall be permitted to print, publish and mail its usual and customary professional announcement of the transaction.

This agreement shall be enforced in accordance with the laws of the state of Florida. The undersigned has executed this Agreement on the day and year written below.

Signature: _____ DDS DMD Date: _____ Preferred Phone: _____

Florida Dental License: DN _____ Specialty: _____ Dental School Graduation Year: _____

Cities / Areas of Interest: _____