

## CONFIDENTIALITY AND CLIENT AGREEMENT

\_\_\_\_\_, referred to as "Client", wishes to evaluate confidential information regarding practice opportunities presented by ADS Florida, LLC referred to as "ADS Florida". Client recognizes that any confidential information provided it by ADS Florida or its representatives regarding professional practices could, if disclosed, cause damage to the individuals or corporations disclosing the information and to ADS Florida.

Client agrees that it will not divulge, communicate, or otherwise disclose any confidential material provided by ADS Florida, its representatives, or clients of ADS Florida, to anyone, including employees, customers, clients, or prospective clients, with the exception of Client's bonafide counsel. Client further agrees that its bonafide counsel will maintain the confidentiality of any 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 data provided Client by ADS Florida, its representatives, or clients, 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 Client by ADS Florida, its representatives, or clients, 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 Client during negotiations.

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

1. Client acknowledges that information provided by ADS Florida is provided by the owner and is unaudited by ADS Florida. ADS Florida makes no claims as to the reliability of any such data. It is Client's sole responsibility to conduct its own due diligence and confirm the accuracy of all information provided to Client by the owner and ADS Florida prior to any purchase. Client indemnifies and holds ADS Florida harmless for any claim, loss or damages, including expense of defense arising from any transaction agreed to by Client, 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. Client 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, insurance plans, HMO contracts, and any other information needed by Client;
3. Client has been advised to retain the services of competent counsel to review all documents and data provided to Client and that any advice or opinion on the advisability of entering into a transaction shall be provided by Client's counsel;
4. All information provided to ADS Florida by Client is true and correct to the best of Client's knowledge, and may be presented to the owner of any practice under consideration for employment or acquisition by Client;
5. Upon completion of a transaction with Client, ADS Florida shall be permitted to print, publish and mail its usual and customary professional announcement of the transaction; and
6. 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: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Degree: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_ Contact Me By:  Email  Phone Preferred Time: \_\_\_\_\_

Email Address: \_\_\_\_\_