

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (the “Agreement”), executed this on the date indicated below, is made and entered into by and between the undersigned dentist, (the “Recipient”) and Isenhart & Associates, (d/b/a/ “DDR Dental”) as agent for a dental practice entity for which DDR Dental is acting as seller’s agent (“Seller”); with the Potential Buyer and Seller referred to as the “Parties.”

Whereas, Seller has listed the dental practice for sale with DDR Dental;

Whereas, Recipient has expressed a bona fide interest in the purchase of Seller’s dental practice and wishes to receive certain of Seller’s confidential information;

Whereas, DDR Dental wishes to provide such confidential information of Seller to Recipient so that Recipient may evaluation the Seller’s dental practice.

Now therefore, in consideration of the disclosure of the information (defined hereinafter), and in order to protect the interests, rights and confidences of the Parties, each Party hereby agrees as follows:

1. In connection with the exclusive purpose of evaluation by the Potential Buyer of the Sellers dental practice (the “Purpose”), the Seller may disclose (a “Discloser”) certain information it considers confidential and proprietary (the “Confidential Information”) to the Recipient. The Confidential Information (whether in tangible or intangible form), will include specifically but not limited to the Seller’s name, the practice location, financial information, patient records, forecasts, fee schedules, tax returns, payroll information, bank statements, collection reports, valuation information and/or agreements (in draft or final form) between the Parties containing purchase price information. The Recipient will have a duty to protect Confidential Information whether it is: (a) clearly marked as “confidential” or a similar designation; (b) identified as confidential before, during, or promptly after a communication; or (c) if it is disclosed in a manner in which the Recipient should reasonably have known under the circumstances that it should be treated as Confidential Information.
2. The Recipient will keep the Confidential Information strictly confidential, and use the Confidential Information only for the Purpose stated herein. Recipient will use the same degree of care as the Recipient uses with respect to its own information to protect against any violation of this Agreement or communication of Confidential Information to any unauthorized third parties. The Confidential Information may be disclosed to Recipient’s agents who need to know the Confidential Information for the exclusive purpose of rendering advice to a Recipient; provided such agents are bound by the terms and conditions of this Agreement as a prerequisite to disclosure of the Confidential Information.
3. This Agreement shall not be construed to obligate or require Seller or Agent to disclose any particular type or portion of Confidential Information. The Parties expressly acknowledge that there is neither an expressed nor implied expectation of a business relationship arising out of this Agreement, except as may be set forth in any subsequent written agreement between the Parties. Further, this Agreement does not create any agency, partnership, joint venture or similar arrangement between the Agent and Recipient.
4. This Agreement shall begin on the date of Recipient’s signature below (the “Effective Date”) and terminate one (1) years from the Effective Date, unless sooner terminated by ten (10) days prior written notice of either Party. Notwithstanding termination of this Agreement, the confidentiality obligations hereunder not to disclose or use the Confidential Information shall continue until three (3) years from and after the termination of this Agreement, and those representations shall expressly survive the termination of this Agreement. Upon termination of this Agreement, or the

written request of the Seller or Agent, then all of the Confidential Information shall be returned and all copies destroyed.

5. It is agreed that a Party will suffer irreparable harm if the Confidential Information is directly or indirectly disclosed in a material breach of this Agreement. And therefore, the Parties agree that either party will be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available at law or in equity, with waiver of any bond required thereof. The Parties hereby agree to irrevocably and unconditionally consent to submit to the jurisdiction of the courts of the State of Texas and county in which the Seller is located for any actions, suits or proceedings arising out of or relating to this Agreement. This Agreement will be governed by and construed in accordance with the substantive laws (and the rules governing conflicts of laws) of the State of Texas.
6. This Agreement shall not be assignable or transferable by either Party without the prior written consent of the other, which may be unreasonably withheld. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements, and all contemporaneous oral communications. All additions or modifications to this Agreement must be made in writing making specific reference to it, and must be signed by the Parties. The rights and obligations arising under this Agreement shall be binding upon, and inure to the benefit of, the Parties as well as their respective successors and assigns.

In witness hereof, as an acknowledgment of the Parties understanding and agreement to the foregoing, the Parties have signed below.

Recipient

Agent for Seller

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____