



## NON-DISCLOSURE AGREEMENT FOR PROSPECTIVE PURCHASERS

I, \_\_\_\_\_, acknowledge and agree to the terms and conditions set forth herein as concerns a contemplated business relationship between parties, insofar as Vendor, (the "Disclosing Party") desires to disclose to me (the "Receiving Party") certain confidential and proprietary information ("Confidential Information") in connection with a professional practice for sale by Vendor, represented exclusively by and through ROI Corporation ("Agent for the Vendor").

For the purposes of this Agreement, "**Confidential Information**" shall mean information that is used in Disclosing Party's business and is:

- (i) proprietary to, about or created by Disclosing Party;
- (ii) gives Disclosing Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of Disclosing Party;
- (iii) designated as Confidential Information by Disclosing Party, or from all the relevant circumstances should reasonably be assumed by Receiving Party to be confidential and proprietary to Disclosing Party including information and documentation clearly and conspicuously marked with a legend identifying its Confidential, Classified and Proprietary in nature;
- (iv) not generally known by Receiving Party

For the purpose of this Agreement, **Confidential Information** shall also include, but is not necessarily limited to, any and all information, financial statements, legal documents, location of the practice(s), and identity of the Vendor, the fact that the practices are available for purchase, business records and plans, patient lists and records, employee lists and records, trade secrets, operations, technical information, pricing structure, costs, marketing strategies and market research and patient demographics pertaining to the professional practice(s) for which I am inquiring.

**I hereby acknowledge and agree that all information pertaining to the professional practice(s) that I am introduced to by ROI Corporation shall be obtained exclusively through ROI Corporation and that I WILL NOT CONTACT THE OWNER(s), STAFF, PATIENTS or other advisors of the practice(s), unless I am ACCOMPANIED BY AN ASSOCIATE OF ROI CORPORATION. I further agree not to write or mark the Appraisal(s), nor shall I copy or reproduce any information in any manner whatsoever without the prior consent of ROI Corporation.**

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The Receiving Party shall take all practical steps to keep the Disclosing Party's Confidential Information confidential and shall restrict access to the Confidential Information to those agents and professional advisers to whom disclosure is necessary in pursuit of the Approved Purpose. Each Party shall inform all such employees, agents and professional advisers of the provisions of this Agreement and shall be responsible for ensuring compliance with the said provisions by all agents and professional advisers.



Receiving Party acknowledges and agrees that due to the sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm to the Disclosing Party and that the Disclosing Party shall therefore be entitled to equitable relief in addition to all other remedies available at law.

In addition, the Receiving Party acknowledges that the following specific Confidential Information, namely:

Knowledge of the identity of the Disclosing Party, coupled with the fact that the Disclosing Party's practice(s) are for sale, or that the Disclosing Party has commissioned appraisal(s) for the possible sale of same would, if disclosed by the Receiving Party and such information thereby came to the knowledge of STAFF (either employees or associates) of the practices, cause significant damages to the Disclosing Party through departure of STAFF and/or Patients, which damages would be difficult to quantify. Accordingly, Receiving Party acknowledges that a breach of this confidentiality agreement with respect to this specific Confidential Information which results in such information becoming known to STAFF and/or Patients will entitle Disclosing Party to liquidated damages in the sum of \$250,000.00, it being expressly understood and agreed that such sum is a genuine pre-estimate of damages and not penalty.

**All negotiating, drafting and presentations of offers shall be handled through ROI Corporation, as AGENT FOR THE VENDOR, on ROI Corporation's standard offer documentation and that I will seek independent legal advice for review prior to issuing my signature.**

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This Agreement is valid for 36 months and will expire 3 years from the date it was signed.

Per: \_\_\_\_\_ date: \_\_\_\_\_

\_\_\_\_\_

Please print name of above

\_\_\_\_\_

Name of corporation