

CLIENT CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This agreement dated this ____ day of _____ between _____ referred to as "Client" and Beacon Practice Sales LLC hereafter referred to as "BPS" enter into this agreement for the purpose of Client to evaluate confidential information regarding practice opportunities presented by "BPS".

Client recognizes that any confidential information provided it by BPS or its representatives regarding professional practices could, if disclosed, cause damage to the individuals disclosing the information and to BPS.

Client agrees that it will not divulge, communicate or otherwise disclose any information or material, confidential or otherwise, provided by BPS, its representatives, or clients of BPS, 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 and all of the information provided to them as well. Confidential information consists of, but is not limited to the following:

- Any intent or a professional's intent to buy, sell, or offer associate its practice.
- Any financial data provided Client by BPS, its representatives, or clients, which may include appraisals, practice under consideration, income statements or balance sheets, tax returns, and any other personal financial data.
- Any information related to a professional's current, pending or plans of an operation
- Any personal information provided Client by BPS, its representatives, or clients, which may include such any information or material (unless already public information) or other items personally pertaining to the principals in any transactions.
- Patient lists made known to Client during negotiations.

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

- 1) BPS is a transactional agent and does not provide fiduciary responsibilities to Clients. Client acknowledges that information provided by BPS is provided by the owner and is unaudited by BPS. BPS makes no claims as to the reliability of any such data. It is Client's sole responsibility to complete its own due diligence and confirm the accuracy of all information provided to Client by the owner and BPS prior to any purchase. Client indemnifies and holds BPS 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

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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 chart audit, determine actual patient count and any other information needed by Client;
- 3) Client is 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 BPS 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) BPS may receive and/or pay referral fees between other brokers, consultants, lenders, and other sources of referrals in working with Client;
- 6) Upon completion of a transaction with Client, BPS shall be permitted to print, publish and mail its usual and customary professional announcement of the transaction; and
- 7) This agreement shall be enforced in accordance with the laws of the state of North Carolina.

The undersigned has executed this Agreement on the day and year written below.

Client Signature: _____ Date: _____

Print Name: _____ Degree: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Do you want to buy a practice or be an Associate?

Desired Location(s): _____

How did you hear about us? _____

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