



CONFIDENTIALITY AGREEMENT

Whereas, **Lewis Health Profession Services, Inc. ("LHPS")**, as agent for the Seller or principal owner of a dental practice (**"LHPS Client"**) has agreed to furnish _____ (**"Prospective Buyer/Associate"**) certain confidential information related to dental practice(s) for sale or dental practice opportunities for Associateship or Partnership. The Prospective Buyer/Associate intends to review such information pursuant to the opportunities presented. Confidential information shall include, but is not limited to, the following:

1. A Letter of Intent to buy or associate.
2. Any financial data provided to Prospective Buyer/Associate by LHPS which may include such items as practice computer reports, income statement or balance sheets, IRS tax returns, and any other financial data of the practice in consideration.
3. Any personal information regarding the practice or the owner that is provided to Prospective Buyer by LHPS, which may include practitioner history, reason for the sale, health history of the owner, pending lawsuits, malpractice suits, or other items personally pertaining to the principals in these transactions.
4. Patient or client lists made known to Prospective Buyer/Associate during negotiations.

Whereas, the Prospective Buyer/Associate agrees to review, examine, and inspect such information only for the purpose described above, and shall hold such information confidential pursuant to the terms of this agreement, which are as follows:

1. The Prospective Buyer/Associate agrees to maintain confidentiality with regard to the dental practice location, and/or its owner's name. The Prospective Buyer/Associate hereby agrees to not call or directly make contact with the LHPS Client or the office of the LHPS Client without the prior permission of LHPS.
2. The Prospective Buyer/Associate also agrees to hold in trust and confidence all knowledge regarding; the practice financial information, reason for the intended sale, practice trade secrets and other proprietary information of the practice(s) the Prospective Buyer/Associate reviews. The Prospective Buyer/Associate further agrees

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that such knowledge shall be used only for the anticipated purchase of such practice or practices.

3. No copies will be made or retained of any information furnished to the Prospective Buyer/Associate by LHPS.
4. Upon the termination of the Prospective Buyer/Associate's evaluation of such dental practice(s) opportunities, or upon demand by LHPS or the LHPS Client, all information shall be returned to LHPS, including; LHPS' marketing packet, Client Confidential Practice Profile, Client tax returns, and/or any other information, in the Prospective Buyer/Associate's possession, regarding such dental practice(s).
5. The Prospective Buyer/Associate will also inform each of his/her representatives (who reasonably need to know) of the confidential nature of the information and of the Prospective Buyer/Associate's obligation herein. Representatives of the Prospective Buyer/Associate may include, but are not limited to; accountants, attorneys, appraisers, spouses, other dentists used for outside opinions, or other financial advisors. The Prospective Buyer/Associate shall be responsible for any improper use of the information regarding such dental practice(s) by any party connected with the Prospective Buyer/Associate.
6. The Prospective Buyer/Associate hereby gives LHPS authority to inquire with the Texas State Board of Dental Examiners regarding the Prospective Buyer/Associate's licensure and history, and/or to allow LHPS to obtain a Credit Check on the Prospective Buyer/Associate.

In addition, Prospective Buyer/Associate acknowledges the following:

1. LHPS is a transactional agent and does not have any fiduciary duties to Prospective Buyer/Associate.
2. Information provided by LHPS is provided by the Seller and is not audited by LHPS. LHPS makes no claims as to the reliability of any such data.
3. It is Prospective Buyer/Associate's sole responsibility to conduct his/her own due diligence and confirm the accuracy of all information provided to Prospective Buyer/Associate by the owner and LHPS prior to any purchase.

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4. Prospective Buyer/Associate indemnifies and holds LHPS harmless for any claim, loss or damages including expense of defense arising from any transaction agreed to by Prospective Buyer/Associate, 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, employment, or affiliation;
5. Prospective Buyer/Associate 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 HIPAA regulations), determine patient count, review insurance plans and verify any other information needed by Prospective Buyer/Associate;
6. Prospective Buyer/Associate acknowledges that LHPS is not an accounting firm and not a legal firm. Prospective Buyer/Associate has been advised to retain the services of competent and experienced legal counsel to review all agreements and other documents to be executed in connection with the sale/affiliation. Advice or opinion on the advisability of entering into a transaction shall be provided by Prospective Buyer/Associate's legal counsel. Prospective Buyer agrees any disputes regarding this document and any future transactions between the buyer the seller and the LHPS shall be resolved by JAMS Arbitration.
7. Prospective Buyer/Associate has been advised to retain the services of an accountant to evaluate the data and the terms of the affiliation or sale including any tax liability resulting from such sale/affiliation.
8. During some transactions, LHPS may receive a referral fee from certain banks or lenders for referring Prospective Buyer/Associate to the bank or lender. Prospective Buyer/Associate acknowledges that such fee has been disclosed to them and their choice of bank or lender is in no way affected by such fee. Prospective Buyer/Associate is not required to use any firm, bank or lender included, recommended by LHPS.
9. All information provided to LHPS by the undersigned Prospective Buyer/Associate is true and correct to the best of Prospective Buyer/Associate's knowledge, and such information may be presented to the owner of any practice under consideration for employment or acquisition by Prospective Buyer/Associate;

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10. Upon completion of a transaction with Prospective Buyer/Associate, LHPS 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 Texas.

Signature line at the top of the next page.

LHPS BUYER QUALIFICATIONS FORM

Do you currently have a Texas Dental License? Yes No

Are you currently a U.S. citizen or do you hold a Green Card? Yes No

Have you ever had a disciplinary board action from Texas or any other state? Yes No

If Yes, describe the situation. _____

Are you currently working under a non-compete/restrictive covenant? Yes No

If Yes, what are the terms? _____

How much notice do you need to give your current employer if you leave? _____

Do you currently own a home? Yes No

Do you currently own or are you a partner in a dental practice? Yes No

Have you ever owned a dental practice? Yes No

Have you ever filed for bankruptcy or had any credit matters that may affect your ability to borrow money from a bank/lender? Yes No

If Yes, describe the situation. _____

Approximate amount of student loan debt \$ _____

Do you have any other personal debt such as credit card debt (excluding home mortgage or car payments)? Yes No

If Yes, Approximate amount of other personal debt \$ _____