

NON-DISCLOSURE AGREEMENT

State of: New Hampshire
County of: Cheshire

AGREEMENT

This agreement, dated this _____ by and between (your name) _____, a dentist licensed to practice under the laws of the State of _____, (hereinafter referred to as "Potential Buyer") and Jim Kasper Associates, LLC, as "Agent" for the Seller.

WITNESSETH:

Whereas, the Potential Buyer expressed a bona fide interest in purchasing the Seller's dental practice, the terms and conditions of which are to be agreed upon by the parties hereto: and Whereas, the Seller has expressed an interest in selling such dental practice; and Whereas, the Agent is assisting Seller with selling said dental practice.

Now, therefore, in consideration of the foregoing and intended to be legally bound thereby, the parties hereto agree as follows:

1. **CONFIDENTIALITY. THE POTENTIAL BUYER WILL KEEP ALL INFORMATION, WHETHER WRITTEN, ORAL, OR VIEWED, RECEIVED FROM SELLER OR AGENT STRICTLY CONFIDENTIAL AND WILL NOT PUBLISH, BROADCAST, OR OTHERWISE TRUST THE SAME TO ANY THIRD PARTY WITHOUT EXPRESS WRITTEN CONSENT OF THE OTHER PARTY; PROVIDED HOWEVER, THAT SUBJECT TO SECTION 11 BELOW, CONSENT IS HEREBY GIVEN TO ALLOW THE ATTORNEY(S) AND ACCOUNTANT(S) TO REVIEW SAID INFORMATION AS AGENTS AND FOR NO OTHER REASONS, AND SUCH INFORMATION SHALL NOT BE OTHERWISE USED BY SAID ATTORNEYS OR ACCOUNTANTS AS AGENTS FOR THE PARTIES.**
2. **Disclosure of Business Records.** The Seller shall make available to the Potential Buyer or his agents, confidential business records associated with the Seller's dental practice, including but not limited to federal and state income tax returns, and any and all other financial information reasonably requested, after practice has been inspected by the Potential Buyer.
3. **Proper Purpose.** The Potential Buyer hereby represents and warrants that he shall receive such materials only for the purpose of evaluating the feasibility of purchase of the dental practice, and not for any other purpose whatsoever; and shall not use the above described materials, or any other information derived therefrom, for any other purpose whatsoever without the express written consent of the Seller or his agents.
4. **Destruction of Information.** The Potential Buyer hereby agrees that upon completion of his evaluation he will destroy all materials and information in his and his agent's possession or control, including any and all copies thereof, no later than 365 days from the above date.
5. **Injunctive Relief.** The parties hereby acknowledge and agree that any violation of this agreement may cause permanent, irreparable damage for which no adequate remedy exists, and in the event of any such violation, the affected party shall have the right to petition any court of competent jurisdiction for injunctive or any other equitable relief and/or specific performance hereof. Each party hereby waives, and covenants not to assert, any defenses against an action for any such relief with respect to such a violation based on a claim that such relief is inappropriate.
6. **Exclusive Agreement.** This agreement shall constitute the exclusive agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all prior agreements or understanding of the parties hereto with respect thereto. This agreement may only be modified or amended by a writing signed by both parties.


Initials: _____

7. **Governing Law.** This agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of NH.

- 8. **Electronic Transfer of information.** Buyer shall, upon electronic receipt of any of Seller's practice information, immediately print one copy of subject information and permanently delete subject message and attachment.
- 9. **Notice.** All notices, requests, or demands to or upon the parties hereto shall be deemed given or made when deposited in the mail, postage prepaid, registered mail, addressed to each party's respective business address, or at such other addresses that may be hereafter designated by the respective parties hereto.
- 10. **ADDENDUM.** THIS AGREEMENT IS NON-EXCLUSIVE. IT DOES NOT PROHIBIT WORKING WITH OTHER SELLERS, EMPLOYERS, BROKERS, OR CONSULTANTS. IT DOES PROHIBIT THE DISCUSSION AND DISSEMINATION OF MATERIAL PROVIDED BY SELLER OR AGENT WITH OTHER PARTIES.
- 11. ***HIPAA***
 - a. Use of Protected Health Information. Potential Buyer shall ensure that its directors, officers, employees contractors and agents, do not use PHI (Protected Health Information) received from Covered Entity (Seller) in any manner that would constitute a violation of the HIPAA Privacy Rule if used by Covered Entity in said manner. Potential Buyer will only use PHI obtained from Seller or Agent for purposes of conducting due diligence in evaluating whether to purchase Seller's practice.
 - b. Disclosure of Protected Health Information. Potential Buyer shall ensure that its directors, officers, employees, contractors and agents do not disclose PHI received from Covered Entity in any manner that would constitute a violation of the HIPAA Privacy Rule if disclosed by Covered Entity, except that Potential Buyer may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent Potential Buyer discloses PHI to a third party, as for example, for evaluative purposes connected with the contemplated sales transaction, Potential Buyer shall produce PHI in de-identified form to the greatest extent possible. To the extent that such PHI cannot be de-identified, Potential Buyer shall only disclose PHI under the terms of a Business Associate Agreement compliant with 45 C.F.R. § 164.504(e). Potential Buyer further agrees (a) To use commercially reasonable efforts to prevent the use or disclosure of PHI other than pursuant to this Agreement; and (b) To report to the designated privacy officer of Covered Entity (Seller), in writing, any use or disclosure of PHI in violation of this Agreement or in violation of the HIPAA Privacy Rule of which Potential Buyer becomes aware within five (5) days of discovering such unauthorized use or disclosure.

In witness whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

Jim Kasper Associates, LLC
P.O. Box 143
Walpole, NH 03608
(Seller's Agent)

By: 

Seller's Agent

By: _____
(Signature) Potential Purchaser

(Printed Name as Appears on License) Potential Purchaser

Dental License(s)

State: _____ Number: _____ State: _____ Number: _____