

NON-DISCLOSURE AGREEMENT

State of: New Hampshire
County of: Cheshire

AGREEMENT

This is an agreement by and between the undersigned (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 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 practice;

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

1. **Disclosure of Business Records.** The Seller shall make available to the Potential Buyer or his agents, confidential business records associated with the 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.
2. **Proper Purpose.** The Potential Buyer hereby represent and warrant 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.
3. **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.
4. **Return of Information.** The Potential Buyer hereby agrees that upon completion of their evaluations they will return all materials and information in his or her agent's possession or control, including any and all copies thereof, no later than 365 days from the above date, to the address given below.
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.
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 JIM KASPER ASSOCIATES, LLC WITH OTHER PARTIES ONLY.**
11. **HIPAA. _Use of Protected Health Information_. Prospective Buyer shall not and shall ensure that its directors, officers, employees contractors and agents, do not use PHI (Privileged Health Information) received from Covered Entity (Seller) in any manner that would constitute a violation of the Privacy Standards if used by Covered Entity. _Disclosure of Protected Health Information_. Prospective Buyer shall not and shall ensure that its directors, officers, employees, contractors and agents to not disclose PHI received from Covered Entity in any manner that would constitute a violation of the Privacy Standards if disclosed by Covered Entity, except that Prospective Buyer may disclose PHI in a manner permitted pursuant to this Agreement or as required by law. To the extent Prospective Buyer discloses PHI to a third party, as for example, for evaluative purposes connected with the Transaction, Prospective Buyer shall do so in de identified form to the greatest extent possible and to the extent that such PHI cannot be so presented, shall do so only under the terms of a Business Associate Agreement compliant with 45 C.F.R.164.504(e) Prospective 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, in writing, any use or disclosure of PHI in violation of this Agreement of which Prospective Buyer becomes aware within five (5) days of Prospective Buyer becoming aware of such unauthorized use or disclosure.**

In witness whereof, the parties hereto have caused this agreement to be executed the day and year submitted to Jim Kasper Associates and shall be valid for a period of twenty-four (24) months.

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: _____