

Non-Disclosure and Confidentiality Agreement

BELOW ARE THE CONFIDENTIALITY DETAILS, BUT PLEASE NOTE THE FOLLOWING:

- **DO NOT GO TO THE PRACTICE...**
without the Seller's or McVay Dental Transitions advance permission
- **DO NOT CONTACT PRACTICE EMPLOYEES...**
without the Seller's or McVay Dental Transitions advance permission
- **DO NOT SHARE PRACTICE INFORMATION...**
except with your bank and your accountant – **no one else!**

THIS STATEMENT is made by _____
("Prospective Buyer"), who is contemplating purchasing a dental practice (the "Practice")
through McVay Dental Transitions. Before Prospective Buyer makes a formal offer to purchase
the Practice, Prospective Buyer desires an opportunity to review certain records and
information pertaining to the Practice. Seller is willing to allow Prospective Buyer to review
such records and information; provided, however, Prospective Buyer agrees not to disclose or
use such records and information, except as provided herein.

In consideration of the promises, covenants and conditions herein contained, the Prospective Buyer agrees as follows:

1. **Non-Disclosure.** Prospective Buyer hereby acknowledges that he/she has been or will be provided confidential and proprietary information relating to the business and operations of the Practice, including but not limited to, Seller's trade secrets, Seller's patient list, the account and financial records for the Practice, marketing strategies, pricing practices, materials, programs and methodologies developed by Seller in connection with the Practice, which are not generally known in the community, or part of the public domain (collectively "Proprietary Information"). Except as otherwise provided herein, Prospective Buyer hereby agrees that he/she shall not at any time, in any matter, either directly or indirectly: (i) disclose, divulge or communicate to any person, firm or corporation, in any manner whatsoever, any Proprietary Information; and (ii) use the Proprietary Information.

2. **Authorized Use of Proprietary Information.** Notwithstanding any provision of this Agreement to the contrary, Prospective Buyer shall be entitled to use the Proprietary Information for the sole purpose of deciding whether or not to purchase the Practice from Seller. In connection with such purpose, Prospective Buyer shall be entitled to disclose to his/her legal counsel and tax adviser only on an "as needed basis" that portion of the Proprietary Information required by such counsel or adviser to assist Prospective Buyer in making his decision; provided, however, Prospective Buyer first provides Seller a written agreement from such counsel and adviser that each one agrees to be bound to the terms of the agreement.

3. **Return of Proprietary Information.** Prospective Buyer hereby agrees at Prospective Buyer's sole expense to return or cause to be returned the Proprietary Information and all copies thereof to Seller immediately upon Seller's request for such return, or immediately upon Prospective Buyer's decision not to purchase the Practice, whichever occurs first.

4. **Enforcement.** In the event Prospective Buyer shall breach this Agreement, or in the event a breach by Prospective Buyer appears to be an imminent possibility, Seller shall be entitled to all legal and equitable remedies afforded him as a result of the breach, including the right to seek an injunction to stop such breach. Seller shall also be entitled to recover from Prospective Buyer all reasonable attorney's fees and other costs incurred by Seller in seeking any such remedy.

5. **Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their respective marital community, if applicable, and their respective executors, administrators, legal representatives, successors and assigns.

6. **Applicable Law and Severability.** This Agreement shall be governed for all purposes by the laws of the State of Washington. If any provision of this Agreement is declared void, or otherwise unenforceable, that provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile, and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.



By typing your name below, you agree that this is valid as your signature.

Signature: _____ Date: _____

Name: _____ DDS DMD PS PLLC

Phone Number to Contact You: _____ Email: _____

Current Status: (All fields must have text – enter N/A if not applicable.)

Student: Dental School _____ Graduation Year _____

Resident: Place _____ End Date _____

Military: Division _____ Release Date _____

Associate: Years in Practice _____ Covenant Terms _____

Employee: Years in Practice _____ Covenant Terms _____

Owner: Years in Practice _____

HIPAA Business Agreement

I agree to maintain the privacy protections and restrict the use and disclosure of all **dental practice information** (verbal, written, or electronic) obtained from McVay Dental Transitions only for the purposes of practice analysis.

I understand that I may not sell, barter, give away, or reveal any patient information for personal or business gain or any form of marketing or fundraising.

I will contract with any subcontractors to whom I pass this information, to hold all patient information confidential and further disclose it only for the purpose for which it was disclosed to them in the service of practice analysis.

I will keep current with the industry standards for security, implement and maintain appropriate safeguards to protect this information and document all disclosures of this information with name, address, and reason disclosed.

I will contact McVay Dental Transitions if I become aware of any situation in which that confidentiality of any user information is breached within 24 hours of discovery, as well as take corrective action to mitigate the damages.

I understand that if there is a breach in my privacy obligations, legal recourse may be enacted.

I agree to return or destroy all patient information and keep no copies after the termination of my affiliation with this information.

I understand that the above restrictions are for my due diligence with this office and survive upon termination of my due diligence with the practices I obtain information for.

By typing your name below, you agree that this is valid as your signature.

Signature: _____ Date: _____

Name: _____ DDS DMD PS PLLC

Phone Number to Contact You: _____ Email: _____