

## Non-Disclosure Agreement

This Non-Disclosure Agreement (this "<u>Agreement</u>"), is effective as of the Date stated below (the "<u>Effective Date</u>"), between **The Dental Business Inc**. and the "<u>Recipient</u>" name here:

## Please print your name, email address and (if applicable) the name of the company you represent.

1. Certain terms utilized in this Agreement have the following definitions: "Confidential Information" means all information concerning or related to all the business operations, and assets of the the practice "Purchase Opportunity" presented by The Dental Business to the "Recipient" on behalf of the "Seller". The information presented may include, but is not limited to, financial and accounting information, budgets, projections, and other business data.

"Seller(s)" means Owner(s) of a Dental Practice for Sale. "Purchase Opportunity" means Dental Practice for Sale. "Recipient" means the Party receiving Confidential Information. "Advisors" means the legitimate Partners, and Advisors of the Recipient.

- 2. The Recipient has an earnest interest in a Purchase Opportunity and has requested <u>Confidential Information</u> in which the "Seller" is represented by The Dental Business. Recipient agrees to use said Confidential Information solely for the purpose of evaluating the Purchase Opportunity.
- 3. The Recipient agrees that an innocent disclosure of Confidential Information by a family member or other informed person could cause irreparable harm to both parties to this agreement. It is therefore stressed that <u>all information</u>, including Confidential Information regarding this Purchase Opportunity, be kept in the highest confidence.
- 4. Recipient hereby agrees to share Confidential Information only under the following circumstances: Recipient may share with Legitimate Advisors who (a) require such Confidential Information for the purpose of evaluating the Opportunity on behalf of the Recipient. (b) Are informed by the Recipient of the requirement to protect and keep all Confidential Information regarding the Purchase Opportunity. The Recipient shall take all actions necessary to cause its Advisors who receive said Confidential Information to comply with the terms of this Agreement.
- 5. Recipient acknowledges the Proprietary nature of the Confidential Information and agrees that should Recipient and Seller not reach an agreement on the Purchase Opportunity, <u>neither the Recipient nor its Advisors may use</u>, or share said Confidential Information under any <u>circumstance whatsoever</u>.
- 6. In the event of a breach of this Agreement, the Recipient agrees that the Seller shall have a right to seek and obtain immediate injunctive relief against the Recipient, as well as any other remedy which shall be available to the Seller.
- 7. This Agreement and its validity, construction and effect shall be governed by the laws of the state of North Carolina in the United States of America.

AGREED AND ACCEPTED BY:		
	Signature of Recipient	
DATE:		

Confidential The Dental Business 2025