

NON-DISCLOSURE AGREEMENT

State of: Illinois
County of: Rock Island

AGREEMENT

This agreement, dated _____ by and between, _____, ("Potential Buyer") and Henry Hemmen and Associates Inc. ("Agent") for owner desiring to sell his/her practice ("Seller").

WITNESSETH:

Whereas, the Potential Buyer has expressed a bona fide interest in learning more about Seller's practice with a consideration of purchasing; 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 for review to the Potential Buyer or his/her agents, confidential business records associated with the practice, including but not limited to federal and state income tax returns, federal and state payroll tax returns, patient files and records, wage and commission statements, production statements, and any and all other financial information reasonably requested.
- 2. Proper Purpose.** The Potential Buyer hereby represents and warrants that he/she shall receive such materials only for the purpose of evaluating the feasibility of purchase, buying into, or associating with the 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 Seller's agents.
- 3. Confidentiality.** The Potential Buyer will keep all information, including the fact the practice may be for sale, whether written, oral, or viewed, received from the other party 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 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 the evaluations, and in any event no later than 90 days to return all materials and information in his/her agent's possession or control, including any and all copies thereof, and shall cause all persons previously receiving any of the foregoing information to return or destroy the same to the other party.
- 5. Privacy.** The Potential Buyer hereby represents and warrants that he/she shall not directly contact, discuss the practice sale with, or negotiate with, the owner of the practice without the prior written consent of Henry Hemmen and Associates, Inc.
- 6. Release.** The Potential Buyer hereby releases and holds Henry Hemmen and Associates, Inc. harmless with respect to any errors, omissions, or misrepresentations concerning any information provided by the Seller in connection with the practice.

7. **Commission.** The Potential Buyer hereby states that he/she is fully aware that Henry Hemmen and Associates, Inc. as selling Agent is compensated for services by a commission paid from the proceeds of the sale and charged to the account of the Seller. The Potential Buyer agrees not to enter into any agreement independently or through any entity controlled by Potential Buyer to purchase said practice within 24 months of the date above without the assistance of Henry Hemmen and Associates, Inc.

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

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, which may be hereafter designated by the respective parties hereto.

10. **Obligation.** The Potential Buyer hereby states that he/she is aware that a practice may be shown to numerous potential buyers, and that no obligation will be created in favor of him/her or will exist for the benefit of him/her unless and until a written contract for the purchase or intent to purchase Seller's practice is signed by both Seller and Potential Buyer.

11. **Term.** This Agreement shall become effective as of the date first set forth above and shall terminate two (2) years following the effective date. Buyer's duty to protect the privacy and confidentiality as discussed under this Agreement expires two (2) years from the date of the disclosure.

12. **Violation.** The parties hereby acknowledge and agree that in the event Prospective Buyer were to violate this agreement, permanent and irreparable harm may be suffered by Seller and Broker and money damages may be difficult to calculate and money damages alone may not provide for a sufficient remedy to redress the injured parties. The Prospective Buyer hereby agrees that in the event of a breach by Prospective Buyer, the injured party or parties may seek, in addition to money damages, injunctive relief or other equitable relief and the breaching party may be liable for the reasonable attorneys' fees and other costs of enforcement incurred by the non-breaching party.

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

Henry Hemmen and Associates, Inc.
Agent

Potential Buyer

By: _____
Potential Buyer