

Non-Disclosure and Acknowledgment Agreement

This Non-Disclosure and Acknowledgment Agreement is made this _____ between CTC Associates, LLC (“CTC”) and the Undersigned.

WHEREAS, CTC is a consulting firm engaged in assisting healthcare professionals in purchasing and selling practices, as well as arranging associateships, partnerships, and other practice transition-related programs; and

WHEREAS, the Undersigned, in order to evaluate current and future practice acquisition, associate, and partnership opportunities, must be informed of certain confidential information (“Confidential Information”); and

WHEREAS, CTC desires to protect the confidentiality of its Confidential Information; and

WHEREAS, the parties acknowledge that the Seller’s practice could lose value if employees, patients, referring doctors, vendors, or other third parties become aware of the potential sale.

Confidentiality Obligations

The Undersigned agrees not to disclose the name or circumstances of the Seller, their employees, patients, referring professionals, supply or equipment representatives, marketing specialists, practice management consultants, IT specialists, friends, colleagues, professional associates, or any other person or entity introduced to the Undersigned by CTC—except for accountants, attorneys, and lenders directly involved in the transaction.

Furthermore, the Undersigned agrees not to disclose the name or circumstances of the Seller to anyone, including but not limited to their current employer, former employer, current coworkers, former coworkers, current faculty members, former faculty members, mentors, family members, friends, equipment and supply representatives, marketing specialists, IT specialists, contractors, architects, or any staff members they currently employ or formerly employed—without the prior written consent of CTC.

The Undersigned further agrees that all information provided by CTC and/or its Client is confidential and shall not be disclosed to any third party or copied in any form without prior written consent from CTC. This includes, but is not limited to, practice opportunities, tax returns, contracts, procedures, concepts, practice reports, staff salary, fee schedules, and other business data entrusted to the Undersigned.

Restrictions on Contact and Disclosure

_____ The Undersigned will not contact the Seller, their principals, or staff without the written approval of CTC.

_____ The Undersigned will not attempt to visit the office without prior consent from the Seller and/or arrangements made with CTC.

_____ Staff will only be notified of the transaction with the Seller’s prior written consent.

_____ The Undersigned agrees not to register any business entity, National Provider Identifier (NPI), or business affiliation related to the practice address or name without the prior written consent of CTC.

_____ The Undersigned will not begin the insurance credentialing process that includes the Seller’s address, phone number, name, tax ID number, NPI number, or license number without the prior written consent of CTC.

If the Undersigned wishes to discuss any Confidential Information with an accountant, attorney, business consultant, or other advisor, they shall notify such advisor(s) of the existence and terms of this Non-Disclosure Agreement and ensure that they are bound by the same confidentiality obligations. CTC may also require such advisors to sign a separate copy of this Non-Disclosure Agreement and submit it to CTC in lieu of obtaining prior written consent.

Impact of Unauthorized Disclosure

The Undersigned acknowledges that premature disclosure of a potential practice transition may negatively impact the value of the Seller’s practice. If employees, patients, referring doctors, vendors, or other third parties become aware of the potential sale, it may lead to disruptions in operations, employee resignations, and a decline in the perceived value of the practice.

The Undersigned and CTC agree that if any third party gains advance knowledge of the Seller’s intent to sell, such knowledge could spread to employees, vendors, and referral sources, potentially lowering the value of the practice and causing harm to the Seller. Therefore, the Undersigned agrees that CTC and its Client would suffer irreparable damage if this Agreement is violated.

In the event of a breach, CTC and its Client shall have the right to immediate injunctive relief to prevent further violations of this Agreement.

Liquidated Damages for Breach

The parties agree that determining the exact damages incurred by CTC and its Client due to a breach of this Agreement is difficult to quantify. If the Undersigned or their agent(s) makes unauthorized contact with the Client’s patients, staff, referring dentists, or vendors without written consent from CTC, such conduct constitutes a violation of this NDA and requires payment of liquidated damages.

Therefore, if the Undersigned violates this Agreement, they shall pay CTC the sum of Ten Thousand Dollars (\$10,000.00) as liquidated damages, due within 10 days of demand by CTC.

CTC and the Undersigned acknowledge that this sum is a reasonable measure of actual damages and should not be construed as a penalty.

Both parties have had the opportunity to review this Agreement with an attorney.

Compliance with HIPAA and Due Diligence

_____The Undersigned agrees to comply with all restrictions, rules, and regulations of the Health Insurance Portability and Accountability Act (HIPAA) regarding patient information confidentiality.

_____The Undersigned is responsible for conducting their own due diligence before purchasing a practice. CTC does not audit or verify the Seller's information and makes no guarantees regarding its accuracy. The Undersigned agrees to hold CTC harmless for any discrepancies or future performance of the practice.

Background Check and Financial Disclosure

If the Undersigned signs a Letter of Intent to purchase a practice listed by CTC or enters into a consulting agreement, the Undersigned authorizes CTC to investigate and discuss their personal and/or credit history with prospective lenders.

The Undersigned also authorizes CTC to discuss their transaction with accountants, attorneys, and other advisors.

The Undersigned agrees that all information provided to CTC is factual and agrees to indemnify CTC if any information has been misrepresented.

The Undersigned expressly consents to a federal and state background check as permitted by applicable law.

Disclaimer

The Undersigned acknowledges that CTC may be compensated by a third party for assisting in securing funding for the practice acquisition. CTC is not a law firm or accounting firm. The Undersigned is advised to seek independent tax, accounting, and legal counsel regarding any agreement they enter. The Undersigned disclaims any liability against CTC in these areas.

The undersigned party has executed this Agreement on the day and year written above.

Print Name

Signature