



This Non-Disclosure and Acknowledgment Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between CTC Associates (“CTC”) and the undersigned:

WHEREAS, CTC is a consulting firm engaged in the business of assisting health-care professionals in purchasing and selling practices and arranging for 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.

NOW, THEREFORE, the undersigned agrees not to disclose the name or circumstances of any parties introduced to the undersigned by CTC. The undersigned agrees that all information provided by CTC and/or any client of CTC, is confidential and agrees not to disclose to anyone or make copies of any of the information, ideas, procedures, tax returns, practice opportunities, programs, concepts, contracts and/or other data conveyed and entrusted to the undersigned (collectively called the “Information”) without prior written consent of CTC. In the event the undersigned wishes to discuss any such Information with an accountant, attorney, business consultant or other advisor chosen and retained by the undersigned, the undersigned shall notify such advisor(s) and agent(s) of the existence and terms of this Non-Disclosure Agreement to them and inform them they are bound by the same terms in their capacity as an advisor and agent for the undersigned. CTC may also require such advisor(s) and agent(s) to sign a copy of this same Non-Disclosure Agreement as well and submit it to CTC in lieu of obtaining prior written consent from CTC.

The undersigned agrees to comply with all restrictions, rules and regulations of the Health Insurance Portability and Accountability Act of 1996 relating to the confidentiality of patient information.

In the event that undersigned either signs a letter of intent to purchase a practice listed by CTC or a consulting agreement whereby undersigned is represented by CTC, the undersigned authorizes CTC to investigate and/or discuss undersigned’s personal and/or credit history with prospective lenders in order to facilitate the funding and/or transition. Furthermore, Undersigned authorizes CTC to discuss any transactions that the Undersigned intends to enter into with the Undersigned’s accountants, attorneys and other advisors.

The undersigned acknowledges, understands, and agrees that CTC may be compensated by a third party for its services relating to providing funding for an acquisition of a practice by the undersigned.

CTC is not a law firm or accounting firm. Any agreement that the Undersigned enters into will have complex tax, accounting and legal issues. We recommend that the Undersigned seek advice in those areas. The Undersigned disclaims any liability against CTC in those areas.

The Undersigned will not contact the Seller, its principals or staff without the written approval of CTC. Furthermore, the Undersigned will not attempt to visit the office without

prior consent of the Seller and/pr arrangements being made with CTC.

The Undersigned is encouraged to conduct proper due diligence prior to entering into any agreement to purchase. The Undersigned acknowledges that the “number of active patients” in a practice is a relative term. The Undersigned is responsible to determine the accuracy of the number of active patients that may be represented by the practice, its owner or CTC. The Undersigned shall not rely on CTC for any due diligence.

The Undersigned agrees to hold CTC harmless with respect to any services provided by CTC since CTC is not representing the Undersigned but is representing the Seller.

The Undersigned has provided its background information to CTC and states that all information provided is factual and has not misled CTC in any manner. To the extent the Undersigned has misrepresented any information, it agrees to indemnify CTC.

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*City and State of Current Residence*

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
*Phone Number*

\_\_\_\_\_  
*Email address*