

**Plains States**  
**Professional Practice Sales and Services, LLC**  
3382 Delaware Rd., Pomona, Kansas 66076, 785-566-3307, fax 785-566-8353  
e-mail info@medpracticebroker.com

**Confidentiality Agreement**

The information about a practice for sale is sensitive and must be handled in a confidential manner. The Seller has engaged Plains States Professional Practice Sales and Services, LLC (PSPPSS) to assist in the sale process in some capacity and is required to obtain this confidentiality agreement before disclosing specific information about a practice it may be advertising. Knowing this, I/we agree to the following terms for any medical type practice where PSPPSS assists in the sale process and makes the opportunity known to others:

1. I/we will not reveal to anyone, except our immediate family, advisors and/or fiduciaries, that the professional practice being inquired about is for sale and will ensure my family, advisors and/or fiduciaries honor all the terms of this Confidentiality Agreement and I/we agree to be personally responsible for them relative to the terms of this Agreement. All information about the practice is deemed confidential and to be reviewed for the sole purpose of reviewing the business as a candidate for purchase. I/we are not attempting to gain information for others or for any other purpose and will disclose, upon request of the Seller or PSPPSS, the identity of all parties who have reviewed practice data or learned of the practice sale through my/our disclosure to them.
2. I/we will evaluate or review all information in a timely manner and agree to return all data and/or presented materials within 10 days, if purchase of the business is not pursued, or if otherwise requested by the Seller or PSPPSS.
3. I/we will not contact, correspond, inquire or negotiate directly with the business owner(s) or Seller(s), employees, suppliers, competitors, customers, clients, their attorneys or accountants, except through PSPPSS, unless PSPPSS has referred us directly to them for a specific purpose. In such a case, contact is limited to the specific purpose and all future inquiries and contact must then go back through PSPPSS. It is further understood that I/we will protect PSPPSS's contractual rights to compensation from the Seller and any interference of PSPPSS's right to compensation from the Seller shall make me/us personally liable for all compensation normally due to PSPPSS from the Seller.
4. I/we understand that PSPPSS has not conducted any audit of the information provided by the Seller and no representation or warranty is made by PSPPSS as to its accuracy or completeness and further I/we agree to conduct to my/our own satisfaction all necessary inspections, reviews and due diligence to satisfy myself as to the accuracy of the information provided. I/we hereby release PSPPSS from any and all liability related to the accuracy of the information being conveyed and understand that both Seller and PSPPSS strongly recommend potential buyers engage appropriate advisors and inspectors to assist them in all aspects of the review of the business and any associated real property prior to making any offer to purchase either.
5. I/we agree to provide (upon request from Seller or PSPPSS), a credit report, personal work and business history prior to receiving any practice financial records and/or entering into any contract or agreement to purchase.
6. I/we feel confident that I/we can obtain financing through lenders that typically lend on professional practices (and commercial real estate) and have contacted the following lenders as of this date:

Lender Name	Point of Contact	Telephone Number
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If no lenders have been contacted, put NONE HAVE BEEN CONTACTED in the space above and state your (as borrower) **anticipated** credit history as Good Credit History, Questionable Credit History, Bad Credit History, as the case may be.

I/we have read, fully understand and agree to the above and have been provided an exact copy of this Agreement. I understand that this is a legal document and could be used for legal matters related to breach of confidentiality or inappropriate disclosure of seller information. Facsimile and electronic transmissions and signatures shall be deemed the same as original copies. It is understood that all parties with interest in contemplated purchase of the practice as individuals or as partners must agree to the above terms or authorization to review practice information will be denied.

Name(s):

Address:

Telephone Number:

E-mail:

Signature(s):

Date(s):