



## BUYER QUESTIONNAIRE & NONDISCLOSURE AGREEMENT

**GENERAL INFORMATION:**

Name: \_\_\_\_\_ D.D.S.      D.M.D.      Spouse's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State/Zip: \_\_\_\_\_  
 Home Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

PROFESSIONAL EXPERIENCE:    CV and/or Resume attached

**CURRENT STATUS:**

Student	Dental School:	Graduation Date:
Military	Location/Division:	Release Date:
Associate	Years in Practice:	Covenant Terms:
Owner	Years in Practice:	Speciality:

**OPPORTUNITIES:**

Purchase	Associateship	Partnership	Acquire additional practices
Geographical Area Desired:		Date available to assume the practice?	
Size of Practice (annual gross):		Minimum Net Income Required (annual):	

Amount available for Down Payment: \_\_\_\_\_ Credit Score: \_\_\_\_\_  
 Have you had any of the following?    Bankruptcy    Foreclosure    Short Sale    None

Are you currently working with an Attorney?    Y    N    IF SO, WHO?

Are you currently working with a C.P.A.?    Y    N    IF SO, WHO?

How did you hear about Pershall Transitions?

**CONFIDENTIALITY AGREEMENT**

As a Prospective Buyer, who is considering the purchase of a dental practice ("Practice") through Pershall Advisors LLC, dba Pershall Transitions ("Pershall Transitions"), Prospective Buyer may desire an opportunity to review certain records and information pertaining to the Practice. Seller is willing to allow Prospective Buyer to review such records and information, provided, however, that Prospective Buyer agrees not to disclose or use such records and

information, except as provided herein. In consideration of the promises, covenants and conditions herein contained, the Prospective Buyer agrees as follows:

**Nondisclosure.** Prospective Buyer hereby acknowledges that he/she has been or will be provided confidential and proprietary information relating to the business and operations of a prospective seller, including but not limited to, Seller's trade secrets, Seller's patient list, the account and financial records for the Practice, marketing strategies, pricing practices, materials, programs and methodologies developed by Seller in connection with the Practice, which are not generally known in the community, or part of the public domain (collectively "Proprietary Information"). Except as otherwise provided herein, Prospective Buyer hereby agrees that he/she shall not at any time, in any matter, either directly or indirectly: (i) disclose, divulge or communicate to any person, firm or corporation, in any manner whatsoever, any Proprietary Information; or (ii) use the Proprietary Information in any manner.

**Authorized Use of Proprietary Information.** Notwithstanding any provision of this Agreement to the contrary, Prospective Buyer shall be entitled to use the Proprietary Information for the sole purpose of deciding whether or not to purchase the Practice from Seller. In connection with such purpose, Prospective Buyer shall be entitled to disclose to his/her legal counsel and tax adviser only on an "as needed basis" that portion of the Proprietary Information required by such counsel or adviser to assist Prospective Buyer in making his decision. Further, Prospective Buyer agrees to make all reasonable efforts to ensure that said advisors keep any and all Proprietary Information strictly confidential and secure.

**Return of Proprietary Information.** Prospective Buyer hereby agrees at Prospective Buyer's sole expense to return or cause to be returned the Proprietary Information and all copies thereof to Seller immediately upon Seller's request for such return, or immediately upon Prospective Buyer's decision not to purchase the Practice, whichever occurs first.

**Enforcement.** In the event Prospective Buyer shall breach this Agreement, or in the event a breach by Prospective Buyer appears to be an imminent possibility, Seller shall be entitled to all legal and equitable remedies afforded him as a result of the breach, including the right to seek an injunction to stop such breach. Seller shall also be entitled to recover from Prospective Buyer all reasonable attorney's fees and other costs incurred by Seller in seeking any such remedy.

**Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their respective marital community, if applicable, and their respective executors, administrators, legal representatives, successors and assigns.

**Applicable Law and Severability.** This Agreement shall be governed for all purposes by the laws of the State of Washington. If any provision of this Agreement is declared void, or otherwise unenforceable, that provision shall be deemed to have been severed from this Agreement, which shall otherwise remain in full force and effect.

**Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile, and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.

**AGENCY DISCLOSURE**

I understand that Pershall Transitions is the agent of the seller exclusively. I acknowledge Pershall Transitions has not audited the seller or the Practice information or records and makes no representations or warranties regarding the accuracy or completeness of such information and records, or the future business potential or income of the Practice.

**HIPAA BUSINESS AGREEMENT**

I agree to maintain the privacy protections and restrict the use and disclosure of all dental practice information (verbal, written, or electronic) obtained from Pershall Transitions only for the purposes of practice analysis. I understand that I may not sell, barter, give away, or reveal any patient information for personal or business gain or any form of marketing or fundraising. I will contract with any subcontractors to whom I pass this information, to hold all patient information confidential and further disclose it only for the purpose for which it was disclosed to them in the service of practice analysis. I will keep current with the industry standards for security, implement and maintain appropriate safeguards to protect this information and document all disclosures of this information with name, address, and reason disclosed. I will contact Pershall Transitions if I become aware of any situation in which that confidentiality of any user information is breached within 24 hours of discovery, as well as take corrective action to mitigate the damages. I understand that if there is a breach in my privacy obligations, legal recourse may be enacted. I agree to return or destroy all patient information and keep no copies after the termination of my affiliation with this information. I understand the above restrictions are necessary and in consideration of my access to the Practice information; such restrictions survive completion of the due diligence I undertake with regard to the Practice.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that typing my name into the signature line above electronically and checking this box constitutes a legal signature confirming that I accept the terms and provisions set forth in this agreement and warrant the truthfulness of the information I provided above. If I choose not to utilize an electronic signature, I will print and sign this document by hand and return it via email (info@pershalltransitions.com), fax (888.896.6322) or mail.

NOTE: Be sure to download and save this form before filling it in. Otherwise your information will not be saved and the form we receive will appear blank! Once you have saved it, then open up the form, complete it and save again before submitting. Please contact us if you have any questions!