



Full Name: _____
Buyer Title: _____
Buyer Company: _____
Street Address: _____
City, State Zip: _____
Email: _____
Phone: _____

This Confidentiality Agreement ("Agreement") is effective _____, by and between American HealthCare Capital ("AHC") and _____ "Prospective Buyer").

Whereas, AHC desires to share certain information with the Prospective Buyer for the purpose of evaluation for the acquisition of the subject company:

- **LISTING CODE:** _____ ("The Company")
- **LISTING TITLE:** _____

Whereas, the Prospective Buyer understands and acknowledges that such information concerning The Company is confidential and proprietary information ("Proprietary Information").

Now, therefore, in consideration of the agreement set forth herein, and for other good and valuable consideration, the receipt, and sufficiency of which AHC and the Prospective Buyer hereby acknowledge and agree as follows:

1. Recitals: The above recitals are true and correct and are made a part of this agreement.
2. Confidentiality:
 - a) The Prospective Buyer agrees and covenants that all information, knowledge, data and records, whether written or otherwise, of whatsoever kind or nature not generally available to the public, including but not limited to, any information which relates to patient and/or physician names or medical information, The Company's operations, policies and procedures, personnel matters, financial information, business and operational plans, company contracts, or other information or documents of a confidential nature relating to the ownership or operation of The Company or concerning any officers, directors, owners, shareholders, employees, agents, servants, representatives and/or consultants of The Company, which is acquired or is made available to the Prospective Buyer shall be regarded as strictly confidential and/or trade secrets of The Company.
 - b) The Prospective Buyer agrees that, for a period of two years, it will not at any time reveal, communicate or divulge any Proprietary Information to any persons, corporations, or other entities without the express prior written consent of The Company.
 - c) The Prospective Buyer further agrees that it will deliver or destroy all Proprietary Information, and any copies, duplicates or reproductions of whatsoever kind relating to Proprietary



Information, which are in the Prospective Buyer's possession, to The Company at any time upon The Company's request.

- d) The Prospective Buyer agrees to take all necessary steps to prevent disclosure of Proprietary Information to any non-employees or non-assigns of the Prospective Buyer.
- e) The Prospective Buyer agrees that any information furnished with respect to The Company has been provided by The Company. AHC makes no representations or warranties regarding such information and shall not be responsible for the accuracy of such information.

3. Miscellaneous:

- a) This agreement shall be binding upon, and inure to the benefit of the undersigned parties and their respective legal representatives, assigns, directors, officers, shareholders, agents, servants and employees. The parties hereto are not, nor shall they become by virtue of this Agreement or any actions taken pursuant thereto, joint ventures, partners, employed by one and the other, or agents of one and the other.
- b) Prospective Buyer will not contact the Seller, Seller's employees, suppliers or customers except through AHC.
- c) All Information is provided by The Company and is not verified in any way by AHC. AHC is relying on The Company for the accuracy and completeness of said information, has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to such Information. Prior to finalizing an agreement to purchase a business, it is the Prospective Buyer's responsibility to make an independent verification of all Information.
- d) The Prospective Buyer recognizes AHC as the original procuring cause for the seller in the possible purchase of the identified business opportunity within this document. If the Prospective Buyer circumvents AHC in the purchase of this business during the two (2) year period this agreement is active, Prospective Buyer agrees to pay AHC the full commission provided in the Fee Agreement between The Company and AHC.
- e) The Prospective Buyer agrees that all correspondence, letters of intent and contracts will make reference to AHC as the original procuring cause with an automatic copy to AHC concurrently when sent to the seller.

In witness whereof, AHC and the Prospective Buyer have each caused its respective corporate name to be signed by its duly authorized officer effective on the date first written above.

American HealthCare Capital

Buyer Company: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____