

**Pacific Reliance
Medical M&A Advisors**

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NON-DISCLOSURE AGREEMENT

It is of up most importance that all information, verbal or written, provided by Pacific (PR) concerning any businesses listed for sale or lease REMAIN CONFIDENTIAL.

Prospective Buyers/lessees, associates of Buyer/lessees and Buyer's Broker/Agent (if applicable) agree that no contact or discussion with employees, owner of the business, or any of Seller's/lessors vendors, customers, competitors, or affiliates will be made without the written consent, prior arrangement with the Seller/lessor and participation by Pacific Reliance . Any such contact or discussion with Seller's employees, vendors, customers, competitors, or contractors, in breach of this agreement, which causes disruption to Seller's business or interferes with Seller's normal business operation may subject the Prospective Buyer to liability for damages.

The information will be kept confidential by prospective purchaser and will not be in any way detrimental to the business or it's owners and will not be used other than in connection with buyer's evaluation of a possible transaction with or involving the sale; *provided* that any of such information may be disclosed to representatives who need to know such information for the purpose of evaluating any such possible transaction.

Perspective buyer will inform it's representatives of the confidential nature of the information and will direct them to treat the information confidentially, and perspective purchaser will be responsible for any breach of the terms hereof by its representatives.

In consideration of information furnished and presentation to me of the places of business as being available for sale or lease, I agree that should I buy, lease or come into possession of any of said businesses within two (2) year from date hereof, that I will protect PR's right to a fee. I understand that PR has a listing agreement or contract with the owner or their authorized agent, of the said business which provides for a fee for service payment. I understand that if I interfere in any way with the broker's contract right to a fee from seller/lessor, I will be personally liable for the payment of that fee. I understand that should I become a manager or connected with any of the businesses listed or should I buy, lease, or rent the premises herein set forth, then fee will be due to PR. I understand that a fee is due if negotiations have commenced or I have seen the business during the listing period even if the listing becomes inactive. It is agreed that if I make the purchase or lease through PR office, I am not liable for the fee. I also understand that PR may send me new listings for me to review.

I/We, the undersigned prospective purchaser(s), hereby acknowledge receipt of Confidential Information about the business described above on the date indicated above my/our signature(s).

I / WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

By: _____
Buyer Name

Buyer Signature

Address: _____

Email: _____

Telephone: _____

Date: _____