

Date: 7/21/2019 - BizBen Posting: #247841 - Medical Spa In Sacramento Area

Contact: Keith Borglum at 707-546-4433 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: KBorglum@MedicalPracticeAppraisal.com.

Your email subject to Keith Borglum should read: NDA For Your Medical Spa In Sacramento Area.

Your Name: \_\_\_\_\_ Your Phone: \_\_\_\_\_ Your Email: \_\_\_\_\_

### Prospective-Buyer Confidentiality & Preliminary-Disclosures Agreement

You have indicated an interest in receiving confidential information about a practice for sale. The Seller requests that we obtain information on your financial-ability and ability-to-perform prior to disclosure of the Seller's confidential information. The Seller and the Seller's advisors agree to respect the confidentiality of the information you provide.

Practice Description/Specialty/Location \_\_\_\_\_

Print Your Name \_\_\_\_\_

Your business name, or company you represent (if any) \_\_\_\_\_

Address \_\_\_\_\_

Phone(s) \_\_\_\_\_

Email \_\_\_\_\_

#### Financial

The terms of sale are posted.

Source & amount of down payment, if any \_\_\_\_\_

Source of financing? (bank, seller, other) (100% financing may be available) \_\_\_\_\_

Do you have any credit problems or bankruptcy history? \_\_\_\_\_

Have you ever defaulted on the purchase of a business or failed at business? \_\_\_\_\_

#### Performance

Desired possession date, or time restrictions on ability to act? (month/year) \_\_\_\_\_

How long would you want the seller to remain for training/support? \_\_\_\_\_

Professional license held allowing purchase? \_\_\_\_\_

Previous practice ownership experience? \_\_\_\_\_

Previous practice management experience? \_\_\_\_\_

Do you already have expert tax/ legal/business-broker counsel? \_\_\_\_\_

I, the undersigned, understand that all information is provided by the Seller and is not guaranteed in any way by Professional Management & Marketing (PMM) or its representatives. PMM is relying on the Seller for the accuracy and completeness of said information and makes no warranty, express or implied, as to such information. PMM does not give tax, accounting or legal advice. Prior to finalizing an agreement to purchase a business, it is my responsibility to make an independent verification of all information. I agree that PMM is not responsible for the accuracy of any information I receive and I agree to indemnify and hold PMM harmless from any claims or damages resulting from its use. I will look only to Seller and to my own investigation for all information regarding any business purchased.

I, the undersigned, verify the accuracy of the above information provided, and that I am obtaining this information as a principal in a possible future transaction and verify that I am not an agent of or connected with in any fashion to any local, state or federal government agency or any other third party with any possible interest in any of the recorded business information other than for the possible future purchase of the business.

I, the undersigned, in connection with the possible purchase (the "Purchase Transaction") of the practice assets of a licensed health care provider ("Seller"), have requested to review certain information of Seller, including, but not limited to:

(a) Financial information and statements regarding Seller's practice, (b) Seller's patient/referrer list for his/her practice, (c) Seller's identity, including the location of his/her office and practice.

I, the undersigned, acknowledge that the information set forth in (a), (b) and (c) above, (collectively, the "Proprietary Information") are Seller's proprietary and confidential information and trade secrets and shall not be disclosed to any person or entity, or used for any purpose other than in the evaluation of the Purchase Transaction, including opening a competing practice within Seller's service area whose geographic boundary is described as representing 80% of Seller's patients' home addresses.

Buyer further agrees not to duplicate or copy any such Proprietary Information, and to return to Seller all of such Proprietary Information in the event the Purchase Transaction is not consummated.

Seller agrees that Buyer may disclose such information to a certified public accountant, attorney, or consultant ("Consultant"), assisting in respect to the Purchase Transaction, provided that such Consultant executes a copy of this Non-Disclosure Agreement and provides a copy of such executed agreement to Seller.

I, the undersigned, agree that in addition to any other remedy at law, Seller may enforce the provisions of this Agreement by specific performance and injunction.

#### READ, UNDERSTOOD AND AGREED:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Send completed document to PMM, Fax 707-546-4437

Phone 707-546-4433, email Appraiser@MedicalPracticeAppraisal.com, or mail to 3468 Piner Rd, Santa Rosa CA 95401 (Broker Lic# 00767129)