

Lovelace and Associates, Inc.  
Non-Disclosure of Confidential Information  
and Prospective Buyer/Associate Agreement

\_\_\_\_\_, referred to as “Prospective Buyer”, wishes to evaluate confidential information regarding practice opportunities presented by ADS-Lovelace And Associates, Inc., referred to as “L&A, Inc.” and/or ADS South.

- Prospective Buyer/Associate recognizes that any confidential information provided him/her by Lovelace and Associates, Inc (L&A, Inc) and/or ADS South or its representatives regarding professional practices could, if disclosed, cause damage to the individual(s) disclosing the information and to L&A, Inc., and/or ADS South.
- Therefore, Prospective Buyer/Associate agrees that he/she will not divulge, communicate, or otherwise disclose any confidential material provided by L&A, Inc. / ADS South, its representatives, or clients of L&A, Inc./ADS South, to anyone, including employees, customers, clients, or prospective clients, with the exception of his/her spouse, accountant, and legal counsel.
- Prospective Buyer/Associate further agrees that his/her accountant and legal counsel will maintain the confidentiality of the material as well.
- Confidential information shall include, but is not limited to, the following:
  1. A professional's intent to buy, sell, or associate.
  2. Any financial data provided Prospective Buyer/Associate by L&A, Inc, /ADS-South, its representatives, or clients, which may include such items as value of practice under consideration, income statements or balance sheets, Internal Revenue Service returns, and any other personal financial data.
  3. Any personal information provided Prospective Buyer by L&A, Inc/ADS-South, its representatives, or clients, which may include such items as data regarding lawsuits, pending lawsuits, malpractice suits, or other items personally pertaining to the principals in these transactions.
  4. Patient or client lists made known to Prospective Buyer/Associate during negotiations.
- Prospective Buyer/Associate shall not contact any staff member of an owner referred to Prospective Buyer/Associate by L&A, Inc. or ADS South without the express permission of the owner.
- Prospective Buyer/Associate agrees to return any and all information provided to Prospective Buyer/Associate to L&A, Inc. and/or ADS South immediately upon L&A, Inc and/or ADS South’s request.
- In addition, Prospective Buyer/Associate acknowledges the following:
  1. L&A, Inc and/or ADS South are a transactional agent and do not have any fiduciary duties to Prospective Buyer/Associate.

2. Information provided by L&A, Inc. and/or ADS South is provided by the Seller and is not audited by L&A, Inc. and/or ADS South. L&A, Inc. and/or ADS South make no claims as to the reliability of any such data.
3. It is Prospective Buyer/Associate's sole responsibility to conduct his own due diligence and confirm the accuracy of all information provided to Prospective Buyer/Associate by the owner and L&A, Inc., and/or ADS South prior to any purchase.
4. Prospective Buyer/Associate indemnifies and holds L&A, Inc., Gretchen Lovelace as an individual, and/or ADS South harmless for any claim, loss or damages, including expense of defense arising from any transaction agreed to by Prospective Buyer/Associate, including but not limited to court cost, reasonable attorneys' fees and investigation expenses which, in any manner, arise out of or result from any practice purchase or affiliation;
5. Prospective Buyer/Associate is advised prior to any purchase, to review all financial and tax records of any practice, as well as personally perform a patient chart audit (subject to HIPAA regulations), determine patient count, insurance plans, HMO contracts, and any other information needed by Prospective Buyer/Associate;
6. Prospective Buyer/Associate acknowledges that L &A, Inc, and Gretchen Lovelace as an individual are neither an accounting firm nor a legal firm. Prospective Buyer/Associate has been advised to retain the services of competent legal counsel to review all agreements and other documents to be executed in connection with the sale/affiliation. Advice or opinion on the advisability of entering into a transaction shall be provided by Prospective Buyer/Associate's legal counsel;
7. Prospective Buyer/Associate has been advised to retain the services an accountant to evaluate the data and the terms of the affiliation or sale including any tax liability resulting from such sale/affiliation.
8. All information provided to L&A, Inc. and/or ADS South by Prospective Buyer/Associate is true and correct to the best of Prospective Buyer/Associate's knowledge, and may be presented to the owner of any practice under consideration for employment or acquisition by Prospective Buyer/Associate;
9. Upon completion of a transaction with Prospective Buyer/Associate, L&A, Inc, and/or ADS South shall be permitted to print, publish and mail its usual and customary professional announcement of the transaction;

This agreement shall be enforced in accordance with the laws of the state of Louisiana.

Prospective Buyer/Associate Signature \_\_\_\_\_

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

Spouse's Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone (mobile) \_\_\_\_\_ (home) \_\_\_\_\_

Fax Number \_\_\_\_\_ E-mail \_\_\_\_\_

I want to:

- Purchase
- Associate only
- Associate and Purchase at a later date

I am interested in the following locations (cities and states):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate where you learned about opportunities offered by ADS Lovelace and Associates, Inc.:

- |  |  |
|--|--|
| <input type="checkbox"/> Dental Economics print ad.      | <input type="checkbox"/> NODA News print ad.                 |
| <input type="checkbox"/> ADS national Website            | <input type="checkbox"/> ADS Lovelace and Associates Website |
| <input type="checkbox"/> LDA newsletter ad.              | <input type="checkbox"/> MDA newsletter ad.                  |
| <input type="checkbox"/> Oral presentation by ADS member | <input type="checkbox"/> Baton Rouge Dental newsletter       |

Personal referral by \_\_\_\_\_

Other (please specify) \_\_\_\_\_

**Fax to: 225-927-8115 or mail to: Lovelace and Associates, Inc. 8202 Kelwood Ave.  
BR, LA.70806-4801**