

# NONDISCLOSURE AGREEMENT

Wolff Dental Services Group, LLC d/b/a EMA Dental Practice Sales (“EMA”), as agent, is provided certain financial and other information (the “Information”), by sellers or employers offering businesses and real property for sale or lease or offering employment, some of which may be disclosed to me as a Prospect solely for evaluation purposes. In consideration of EMA furnishing me with the Information, I agree as follows:

1. I shall not disclose to any third party, except my attorney, accountant or professional advisor any of the Information.

2. I shall not directly contact, negotiate with respect to, or discuss with any such seller or employer an offer without the prior written consent of EMA.

3. I release and hold EMA harmless with respect to any errors, omissions or misrepresentations included in the Information

4. Generally, EMA will use its best efforts to conclude a commission agreement with the seller/employer but on rare occasions it may not be in place. If advised of such circumstances and I choose to enter into an agreement to purchase or lease any business or accept employment introduced to me by EMA within 24 months of the date below, I shall pay EMA a buyer’s agent commission of 10% of the sales price, but in no event less than \$10,000, or an employment finder’s fee of 10% of the first twelve months of my total employment compensation but in no event less than \$6,000, as the case might be.

5. During the course of my evaluation of any business or employment, I may provide EMA with personal financial and other information and I hereby authorize EMA to release and disclose such information to any seller/employer deemed appropriate by EMA.

6. If I purchase a business or accept employment introduced to me by EMA, EMA may publicize the acquisition or employment in any manner it deems appropriate.

7. In the event the transaction contemplated is not concluded, I shall promptly return the Information to EMA.

Date \_\_\_\_\_

EMA Dental Practice Sales

\_\_\_\_\_  
Prospect

By \_\_\_\_\_