



CONFIDENTIALITY AGREEMENT

It is anticipated that _____ will receive certain confidential business information from Schiff Dental Brokerage, LLC, pertaining to dental practices. With respect to all such confidential information, both parties of the Agreement agree to be bound by the following terms:

- 1. The receiving party shall maintain such information confidential, except; (i) information which is or becomes known publicly through no fault of either party; (ii) information learned from a third party entitled to disclose it; or (iii) information already known before receipt there under from the disclosing party, as shown by receiving party's prior records.
- 2. The receiving party shall not, without prior written permission of the disclosing party, furnish to any third party any confidential information received. The receiving party may use the confidential information for internal purposes, including the analysis of the business of the disclosing party. The receiving party may confidentially disclose this information to their advisors, including accountants, attorneys, etc.
- 3. Nothing contained herein shall be deemed to constitute, by implication or otherwise, the grant of any license or other right to any person with respect to any of the confidential information.
- 4. The relationship as described above between the parties may be terminated at any time upon thirty days written notice to the other party. Termination of this Agreement will not relieve either party from any of the obligations in paragraph 1, 2, or 3 dealing with respect to the information disclosed hereunder prior to the termination of this Agreement.
- 5. Upon termination of this agreement, the receiving party agrees to return to Schiff Dental Brokerage, LLC, all confidential materials received (and any duplicates of same) relative to the dental practice(s) of the disclosing party.

Agreed by:

Name

Date

Allen Schiff, Broker

Date

Schiff Dental Brokerage, LLC