



Prospective Purchaser/Associate Confidentiality & HIPPA Agreement

.....', referred to as "Prospective Purchaser",

wishes to evaluate confidential information regarding practice opportunities presented by Phase II Associates, LLC referred to as "PIIA". Prospective Purchaser recognizes that any confidential information provided it by PIIA or its representatives regarding professional practices could, if disclosed, cause damage to the individuals disclosing the information and to PIIA.

Prospective Purchaser agrees that it will not divulge, communicate, or otherwise disclose any confidential material provided by PIIA, its representatives, or Prospective Purchasers of PIIA, to anyone, including employees, customers, or other prospective purchasers with the exception of Prospective Purchaser's bonafide counsel. Prospective Purchaser further agrees that its bonafide counsel will maintain the confidentiality of any information as well. Confidential information consists of, but is not limited to the following:

1. A professional's intent to buy, sell, or associate its Practice.
2. Any financial data provided Prospective Purchaser by PIIA, its representatives, or Prospective Purchasers, which may include such items as value of practice under consideration, income statements or balance sheets, tax returns, and any other personal financial data.
3. Any Personal information provided Prospective Purchaser by PIIA, its representatives, or Prospective Purchasers, which may include such items as data regarding lawsuits, or other items personally pertaining to the principals in these transactions.
4. Patient lists made known to Prospective Purchaser during negotiations.
5. Any information protected under state and/or federal laws to be considered Protected Health Information.

Prospective Purchaser shall not contact any staff member of an owner referred to Prospective Purchaser by PIIA without the express permission of the owner. Prospective Purchaser agrees to return any and all information provide to Prospective Purchaser to PIIA immediately upon PIIA's request. In addition, Prospective Purchaser acknowledges the following:

1. PIIA is a transactional agent and does not provide fiduciary responsibilities to Prospective Purchasers. Prospective Purchaser acknowledges that information provided by PIIA is provided by the owner and is unaudited by PIIA. PIIA make no claims as to the reliability of any such data. It is Prospective Purchaser's sole responsibility to conduct its own due diligence and confirm the accuracy of all information provided to Prospective Purchaser by the owner and PIIA prior to any purchase. Prospective Purchaser indemnifies and holds PIIA harmless for any claim, loss or damages, including expense of defense arising from any transaction agreed to by Prospective Purchaser, including but not limited to court costs, reasonable attorneys' fees and investigation expenses which, in any manner, arise out of or result from any practice purchase or associateship;
2. Prospective Purchaser 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 Purchaser;
3. Prospective Purchaser has been advised to retain the services of competent counsel to review all documents and data provided to Prospective Purchaser and that any advice or opinion on the advisability of entering into a transaction shall be provided by Prospective Purchaser's counsel;
4. All information provided to PIIA by Prospective Purchaser is true and correct to the best of Prospective Purchaser's knowledge, and may be presented to the owner of any practice under consideration for employment or acquisition by Prospective Purchaser;
5. Upon completion of a transaction with Prospective Purchaser, PIIA shall be permitted to print, publish and mail its usual and customary professional announcement of the transaction; and
6. This agreement shall be enforced in accordance with the laws of the state of TEXAS.

The undersigned has executed this Agreement on the day and year written below.

Prospective Purchaser/Associate Signature

Date

Print Name

Degree

Address

City/State/Zip

Telephone

Fax

Cellular

Email address

"

Please fill out and sign this Confidentiality Agreement. Fax, e-mail or mail to Phase II Associates at:

"

7557 Rambler Rd., Suite 565

Ft. Collins, CO 80526

Phone: 970.436.4463

info@phaseii.com

"



PHASE II ASSOCIATES, LLC

DATE

Thank you for your participation in this project.

Phase II Associates, LLC