

CONFIDENTIALITY AGREEMENT

This Agreement is made between Dr. _____ and Transition Resources (TR).

These parties desire to enter into a relationship whereby TR will provide information regarding practice opportunities that are available. Both parties realize the importance of confidentiality in this matter and desire to protect the professional interests of the practitioners involved.

Therefore the parties agree as follows:

1. **CONFIDENTIALITY**. THE INFORMATION REGARDING PRACTICE OPPORTUNITIES IS PROPRIETARY AND CONFIDENTIAL IN NATURE. THE INFORMATION IS BEING SUPPLIED TO THE PRACTITIONER(S) SIGNED BELOW FOR THE EXPRESS PURPOSE OF EVALUATING PRACTICE OPPORTUNITIES FOR POSSIBLE PURCHASE AND IS TO BE PROTECTED FROM ANY FORM OF PUBLICATION OR REPRODUCTION.

2. **PROFESSIONAL SECRETS**. It is understood between the parties that they will be dealing with confidential information and client lists which are property used in the course of business. Each party agrees that he/she will not disclose to anyone, directly or indirectly, any of such confidential matters or use them other than in the course of negotiations for possible practice purchase. All documents that either party prepares or confidential information that might be related to such practice(s) are the exclusive property of the party conveying the information, and shall remain in that party's possession and on his/her premises. **The other party shall not copy or in any way reproduce the information without the express written consent of the other party. Under no circumstances shall any such information or documents be removed from a practice without written consent thereto first being obtained.**

3. **INDEMNITY**. Each party agrees to indemnify and hold the other harmless against any loss that may be occasioned by a breach, intentional or unintentional, of this Agreement.

4. **CONSTRUCTION OF THIS AGREEMENT**. There are not verbal understandings between these parties. All the conditions of this Agreement are set forth in this Agreement. Any change to this Agreement must be in writing and signed by the parties. This Agreement shall be construed in accordance with the laws of the state of residence of the practitioner.

5. **ATTORNEY'S FEES**. If this Agreement becomes the subject of dispute or litigation to resolve a claim or breach or default in performance or dispute in interpretation, by either party; the party who is determined to be in default or in any way in breach, shall pay the attorneys' fees, expert witness fee, expenses and costs of the other party. The provision of this paragraph shall be enforceable even in the event when litigation does not actually occur but attorneys are retained in order to resolve a dispute.

IN WITNESS WHEREOF, the parties have signed this Agreement this ___ day of _____, 20__.

TRANSITION RESOURCES, INC.

DOCTOR'S SIGNATURE

DOCTOR'S PRINTED NAME

DOCTOR'S EMAIL ADDRESS