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## The Confidentiality Agreement

A prospect needs a lot of information about your practice to assist in making a purchase decision. Don't share any of your office secrets, including financial statements, information about your staff etc without a signed confidentiality agreement.

### Confidentiality Agreement

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This Confidentiality Agreement (the "Agreement") is entered into and is effective as of \_\_\_\_\_, by and between \_\_\_\_\_ (the "Discloser") and \_\_\_\_\_ (the "Recipient").

#### 1. Definition of Confidential Information

The Recipient agrees that business information disclosed by the Discloser to the Recipient, including, but not limited to information learned by the Recipient from the Discloser, its employees, agents or through inspection of the Discloser's property, that relates to the Discloser's products, designs, and business opportunities will be considered and referred to collectively in this agreement as "Confidential Information". Confidential Information, however, does not include information that:

- a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Recipient;
- b) the Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Discloser;
- c) is independently developed by the Recipient without the use of any Confidential Information; or
- d) the Recipient rightfully obtains from a third party who has the right to transfer or disclose it.

#### 2. Non-Disclosure and Non-Use of Confidential Information

In consideration of the Discloser providing the information to the Recipient, the Recipient agrees not to disclose, publish, or disseminate Confidential