

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

SEND VIA FACSIMILE TO 603-756-9402

State of: _____

County of: _____

This agreement, dated this _____ day of _____, _____, by and between _____ a Veterinarian licensed to practice under the laws of the State of _____, (hereinafter referred to as "Potential Buyer") and Nate Lynch & Associates LLC, as "agent" for the Seller.

WITNESSETH:

Whereas, the Potential buyer expressed a bona fide interest in purchasing the Seller's practice, the terms and conditions of which are to be agreed upon by the parties hereto: and

Whereas, the Seller has expressed an interest in selling such practice;

Now, therefore, in consideration of the foregoing and intended to be legally bound thereby, the parties hereto agree as follows:

1. Disclosure of Business Records. The Seller shall make available to the Potential Buyer or his agents, confidential business records associated with the veterinary practice, including but not limited to Federal and State income tax, and any and all other financial information reasonably requested, after practice has been inspected by the Potential Buyer.

2. Proper Purpose. The Potential Buyer hereby represent and warrant that he shall receive such materials only for the purpose of evaluating the feasibility of purchase of veterinary practice, and not for any other purpose whatsoever; and shall not use the above described materials, or any other information derived therefrom, for any other purpose whatsoever without the express written consent of the Seller or his agents.

3. Confidentiality. The Potential Buyer will keep all information, whether written, oral or viewed, received from the other party strictly confidential and will not publish, broadcast, or otherwise trust the same to any third party without express written consent of the other party; provided however, that consent is hereby given to allow the attorney(s) and accountant(s) to review said information as agents and for no other reasons, and such information shall not be otherwise used by said attorneys or accountants as agents for the parties.

4. Return of Information. The Potential buyer hereby agree that upon completion of their evaluations, and in any event no later one year from the date of this non-disclosure and confidentiality agreement as signed at the bottom of page two of this agreement, to return all materials and information in his or her agent's possession or control, including any and all copies thereof, and shall cause all persons previously receiving any of the foregoing information to return the same to the other party.

5. Injunctive Relief. The parties hereby acknowledge and agree that any violation of this agreement may cause permanent, irreparable damage for which no adequate remedy exists, and in the event of any such violation, the affected party shall have the right to petition any court of competent jurisdiction for injunctive or any other equitable relief and/or specific performance hereof. Each party hereby waives, and covenants not assert, any defenses against an action for any such relief with respect to such a violation bases on a claim that such relief is inappropriate.

6. Exclusive Agreement. This agreement shall constitute the exclusive agreement of the parties hereto with respect to the subject matter hereof, and shall supersede all prior agreements or understanding of the parties hereto with respect thereto. This agreement may only be modified or amended by a writing signed by both parties.

7. Governing Law. This agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of New Hampshire.

8. Notice. All notices, requests, or demands to or upon the parties hereto shall be deemed given or made when deposited in the mail, postage prepaid, registered mail, addressed to each party's respective business address, or at such other addresses which may be hereafter designated by the respective parties hereto.

9. Addendum. THIS AGREEMENT IS NON-EXCLUSIVE. IT DOES NOT PROHIBIT WORKING WITH OTHER SELLERS, EMPLOYERS, BROKERS, OR CONSULTANTS. IT DOES PROHIBIT THE DISCUSSION AND DISSEMINATION OF MATERIAL PROVIDED BY NATE LYNCH & ASSOCIATES LLC WITH OTHER PARTIES ONLY.

10. Facsimile and Original I agree to send a signed facsimile of this Non-Disclosure to Nate Lynch & Associates LLC to **603-756-9402** and I will mail the original signed form to Nate Lynch & Associates, LLC. However, I agree that a facsimile of this agreement is as legally binding as the original.

In witness whereof, the parties hereto have caused this agreement to be executed the day and year first above written.

Nate Lynch & Associates LLC
40 Main Street
P.O. Box 573
Walpole, NH 03608
(Seller's Agent)

By: **Nathan R. Lynch, Esq.**

(Printed name as appears on license)

email _____

Phone Number _____

License(s) State: _____ Number: _____

State: _____ Number: _____

State: _____ Number: _____

By: _____
(Signature) Potential Purchaser