

BUYER CONFIDENTIALITY AGREEMENT & REGISTRATION

If you have any questions please call 714-545-5110

please return via Fax to: 714-545-5108

Note:

This Agreement will allow us to provide you with information on practices we are working now as well as any new listings in the future. We will not need additional agreements for future practice listings. Please be sure to complete the attached questionnaire so we can properly match your search parameters.

The undersigned prospective purchaser(s) hereby requests confidential information on practices for sale represented by Practice Concepts, herein referred to "Agent", both presently and from this time forward. Such disclosure may encompass anything from merely the name of the practice to highly detailed operational data. In consideration for Agent having first provided such information to the Buyer, Buyer agrees to:

- 1) Not divulge such information to others, except to secure their advice and counsel.
- 2) To conduct ALL further inquiry and correspondence regarding the disclosed practice opportunity(s) exclusively through the offices of Practice Concepts. At no time shall the Buyer contact the Seller, his employees, suppliers, customers or legal advisors by phone, in writing or by personal contact without the express written permission of Practice Concepts.
- 3) The Buyer(s) certify that the purpose of their inquiry about all information is for legitimate purposes.
- 4) Unless otherwise agreed in writing by Practice Concepts and the Buyer(s) hereto, the Seller is to pay the brokerage commission per their separate agreement with Practice Concepts as the Seller's agent. However, should the Buyer herein (company, employee or otherwise) act directly or indirectly to circumvent Practice Concepts' right to a commission or abide by the terms of this Agreement, it is hereby understood that the Buyer will be personally liable for a brokerage fee of 10% of the purchase price and any of Agent's legal expense in enforcing the Agent's rights to collect such fee.
- 5) Practice Concepts ("Broker") as the Broker may represent more than one buyer or seller. This multiple representation can occur through any associates acting for the Broker. The associates may be working out of the same office or different office locations. Practice Concepts may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on the same properties. Practice Concepts will not limit or restrict any particular buyer from making an offer on any particular property whether or not Practice Concepts represents other buyers interested in the same property. Practice Concepts may have several listings at the same time. As a result Practice Concepts will attempt to find buyers for each listing. Some listings may appeal to the same prospective buyers. Some listings may attract more prospective buyers than others. Buyer understands that Practice Concepts may represent more than one buyer or seller or both and even both buyer and seller on the same transaction. Buyer acknowledges that Practice Concepts may represent sellers of listings that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both Buyer and Seller (with regards to that listing.) In the event of a dual agency Buyer and Seller agree that: (a) Practice Concepts, without the prior consent of the Buyer, will not disclose to Seller that the Buyer is willing to pay a price greater than the offered price; (b) Practice Concepts, without the prior consent of the Seller, will not disclose to Buyer that the Seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a Dual Agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties

6) Expressly releases, waives, discharges, and holds harmless Practice Concepts and its agents or employees from any and all responsibility and/or liability in connection with the accuracy of the information provided to Purchaser by Practice Concepts regarding prospective practices for sale. Buyer accepts sole and final responsibility for the evaluation of such information or material or physical or other assets or price of the practice whether furnished by Agent or by Seller or by Seller's representatives and Buyer further hereby acknowledges his/her responsibility to perform a "due diligence" investigation into all material aspects of the operation and finances of the prospective practices at his or her own cost and expense prior to any acquisition. Purchaser is encouraged to retain his/her own accountant, attorney and/or practice consultant to assist in the practice evaluation, negotiation and sale process.

7) Performance and construction of this Agreement shall be in Orange County, California and shall be governed by the laws of California. No other claims may ever be filed in any other jurisdiction.

8) This Agreement shall be binding upon Buyer, their heirs, executors, assigns, administrators, and representatives.

DISCLAIMER – All information and materials provided by Practice Concepts to prospective purchasers have been initially provided by our client, the Seller. Our client believes the information to be true and accurate. However, accuracy is not guaranteed and all information should not be considered complete. While statements may be presented concerning a matter of opinion, whether or not so identified, they are only statements of opinion and should not be construed to be fact. **PRACTICE CONCEPTS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED.** All information provided is for confidential use and is used solely for the purpose of evaluating the practice as a potential purchaser. Buyer understands that Practice Concepts will not provide any legal, accounting or tax advice to Buyer.

(PLEASE PRINT CLEARLY & COMPLETELY)

Print Name of Buyer: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #'s (W) _____ (FAX) _____ (Cell) _____

E-mail _____

Notes: _____

The undersigned hereby agree to all terms set forth on pages 1 and 2 above and acknowledges receiving a copy of this agreement

Buyer's Signature Date _____

PLEASE COMPLETE THE ATTACHED PROFILE.

THIS HELPS MATCH YOUR REQUEST WITH THE PROPER OPPORTUNITY.

WE ALSO PROVIDE EACH SELLER WITH THE FOLLOWING CONFIDENTIAL FACTS ABOUT YOU PRIOR TO
RELEASING ANY INFORMATION ABOUT THEIR PRACTICE.

BACKGROUND INFORMATION:

1. Print Your name: _____
2. Are you currently employed? _____ If so please describe your position? _____
3. Please give a brief description of your responsibilities: _____

4. Please list the positions you've held since graduating from school: _____

5. Please provide a brief background about yourself: _____

6. Medical / Optometry School _____ Date of graduation: _____
7. State & License(s) #: _____
8. Place a check mark beside each category that interests you:

- | | |
|-------------------------------------|-------------------------|
| New location (start-up) | Services only |
| Optometry office- strip mall | Dispensary and services |
| Optometry office- retail mall | Specialty Desired _____ |
| Optometry office – medical building | Region desired _____ |
| Purchase building | Partnership opportunity |

9. What is your current annual income? _____
10. What are your income expectations the first year of owning your own practice? _____
11. What amount do you have for a down payment? (Please specify dollar amt) \$ _____
12. What is the source of funds for your down payment? (i.e self, family, friends, home equity) _____
13. Will require additional financing? _____ Do you wish to be pre-approved for practice loan? _____
14. Ever filed bankruptcy? _____ Had a foreclosure? _____ Had a judgment filed against you? _____
15. Does your spouse work? _____ Full time? _____ Industry and position? _____
16. Are you willing to relocate? _____ Preferred state or region _____
17. What is your timeframe to purchase? Immediate 6 – 12 months

I certify that the above information is true and correct and acknowledge receipt of a copy of this profile. I authorize the information contained herein to be disclosed to Seller if they request..

Signature: _____

Return Fax: 714-545-5108