

BUYER REGISTRATION and CONFIDENTIALITY AGREEMENT

Summary: The purposes served by this Agreement are as follows.

- Assure confidentiality of information that we share with you.
- Confirm to you that any business we present for consideration already has an agreement with Practice Consultants such that the Seller will pay our fees. You don't pay us.
- Provide information about you as a buyer for our use. We keep your information confidential until such time as it becomes necessary to share some of it with sellers of target practices.
- Explain that Practice Consultants represents both the seller and the buyer in essentially all of our transactions, but you have the right to waive our representation.

1. The individual or entity designated below ("Buyer") hereby requests that Practice Consultants (including its agents and affiliates) provide information concerning businesses (individually, "Business") for Buyer's consideration of purchasing such Business. Buyer warrants that Buyer has the right (including appropriate license), authority, and intent to purchase such a Business, or legally represents such an individual, group, partnership or corporation.
2. This Agreement commences on the date of Buyer's signature below, and continues thereafter until the Termination Date, which shall be the earlier to occur of (a) the date Business is purchased and all obligations of this Agreement have been completed, or (b) one year.
3. Buyer acknowledges that Practice Consultants will provide and/or arrange to provide (from Seller or Seller's representative) information concerning one or more businesses for the purpose of Buyer's consideration of purchase. Buyer acknowledges that the owners of said businesses desire to maintain the confidentiality of the information disclosed. Buyer agrees to hold such information confidential, including but not limited to the name and locality of any such business. Buyer agrees not to disclose or permit access to any confidential information, without the prior written consent of Seller, to anyone other than Buyer's accountants, lenders, or other agents or advisors to whom disclosure or access is necessary for Buyer to evaluate the Business. Disclosure of confidential information shall be made to these parties only in connection with the potential acquisition of the Business, and then only if these parties understand and agree to maintain the confidentiality of such confidential information. Buyer shall be responsible for any breach of this Agreement by these parties, and neither Buyer nor these parties shall use or permit the use of confidential information in any manner whatsoever, except as may be required for Buyer to evaluate the Business or as may be required by legal process.

If Buyer does not purchase said Business, this section survives the Termination Date and continues in perpetuity; if Buyer does purchase said Business, with regards to operating and financial information of Seller, this section survives the Termination Date and continues in perpetuity.

4. Practice Consultants will keep your information confidential until such time as it becomes necessary to share some of it with sellers of target practices. (For example, if Buyer plans to visit a practice, Seller obviously needs to know the identity of Buyer.) Additionally, Seller has already signed a Listing Agreement with Practice Consultants that includes the provision that Seller will keep confidential any information Seller receives about Buyer.

Initial Here: _____

5. If Buyer does not purchase said Business, Buyer shall not directly or indirectly (other than through a public general advertisement) solicit for employment any current employee of Seller for a period of two years.
6. Based on information provided by sellers, brokers often prepare a summary description of the business, a cash flow projection, an adjusted income statement, or a seller discretionary earnings statement. Buyer understands that the Broker does not audit or verify any information given to Broker or make any warranty or representation as to its accuracy or completeness, nor in any way guarantee future business performance. Buyer is solely responsible to examine and investigate the Business, its assets, liabilities, financial statements, tax returns and any other facts which might influence Buyer's purchase decision or the price Buyer is willing to pay. Any decision by Buyer to purchase the Business shall be based solely on Buyer's own investigation and that of Buyer's tax and other advisors and not that of Broker. Buyer acknowledges responsibility to perform due diligence at Buyer's expense prior to completion of purchase.
7. Buyer agrees to cooperate with Practice Consultants in carrying out the purpose of this Agreement, including notifying Practice Consultants regarding interest in or activity regarding a Business represented and/or submitted by Practice Consultants. Buyer further agrees to consult appropriate professionals for related legal, tax, and other specialized advice.
8. Buyer shall: (a) provide Practice Consultants with information as to Buyer's needs, financial ability, and other pertinent data; and, (b) allow all contacts with Seller to be through Practice Consultants and conduct negotiations through Practice Consultants. **AT NO TIME SHALL BUYER CONTACT SELLER, SELLER'S REPRESENTATIVE, AGENT OR BROKER (IF NOT PRACTICE CONSULTANTS), EMPLOYEES, LANDLORD, SUPPLIERS, PATIENTS, OR ADVISORS IN ANY FASHION WHATSOEVER WITHOUT THE EXPRESS PERMISSION OF PRACTICE CONSULTANTS.**
9. Buyer understands and accepts that Buyer may be asked to provide additional information about Buyer, including information about Buyer's financial history.
10. By default, Buyer gets our services at no cost to Buyer; Practice Consultants represents Buyer as well as Seller in the acquisition of Businesses that are shown or submitted to Buyer by Practice Consultants. We represent "both sides" in almost all of our transactions.

"Representation" refers only to the role of Broker; even with our representation you may always have advisors such as a CPA, parents, banker, attorney, etc. You may waive our Broker representation by (a) reading the information on our website at www.practiceconsultants.com/faq.htm#fair AND (b) submitting with this Confidentiality Agreement the signed waiver form provided there via a link.

11. Seller has entered into an agreement providing that Seller shall pay a fee to Practice Consultants if, during the term of that agreement, Business is transferred to a buyer. Except as authorized by Practice Consultants, **Buyer shall conduct all inquiries into and discussions about the Business solely through Practice Consultants and shall not directly contact the Seller or the Seller's representatives.** Should Buyer purchase all or part of the Business, acquire any interest in, or become affiliated in any capacity with Business without Practice Consultants' participation, or in any

Initial _____

way interfere with Practice Consultants' right to a fee, Buyer shall be liable for such fee and any other damages including reasonable attorney's fees and costs.

12. Buyer acknowledges that Practice Consultants has not guaranteed the purchase of a Business. Practice Consultants may represent other buyers with respect to the same Businesses shown to Buyer. Practice Consultants will be the selling agent for any of the businesses presented to Buyer. Buyer acknowledges and accepts the dual agency position of Practice Consultants incumbent upon such circumstances.
13. Purchase Price is defined as the total consideration paid, directly or indirectly, for Business or its assets including but not limited to cash; cash equivalents; notes made to Seller; liabilities assumed by Buyer; real property, equipment, or intellectual property sold, licensed, optioned or leased; non-competition, employment, consulting or management agreements in excess of reasonable compensation for such services; any contingent payments; and stock or other securities received in exchange for Seller's stock or assets.
14. Buyer hereby grants an interest in the funds such that payment of the fee due Practice Consultants under our Agreement with Seller can be paid out of proceeds from the transaction. Buyer further agrees that a copy of this Agreement shall suffice as instructions to the escrow holder, if any, with respect to the payments due Practice Consultants hereunder.
15. Buyer agrees to indemnify Practice Consultants and hold Practice Consultants harmless from losses, damages, costs and expenses of any nature, including attorney's fees, and from liability to any person, which Practice Consultants incurs because of Buyer's negligence, representations, omissions, actions, or inactions.
16. This Agreement shall be construed under California law. In the event of litigation involving Practice Consultants arising out of or relating to this Agreement, the Business, or the relationship created hereunder, venue shall be exclusively in Contra Costa County, California. In the event of litigation involving Practice Consultants arising out of or relating to this Agreement, the Business, or the relationship created hereunder, the prevailing party shall be entitled to the recovery of attorneys' fees and costs of suit, including experts' fees, in addition to any other remedy available in law or equity; the right of Practice Consultants to recover attorneys' fees, costs of suit, and experts' fees as prevailing party is in addition to and not exclusive of the indemnity provisions set forth in Paragraph 15 herein.
17. This Agreement supersedes all prior understandings or agreements between the parties with respect to its subject matter. This Agreement sets forth the entire agreement between Buyer and Practice Consultants and may only be modified in writing signed by Buyer and Practice Consultants. To the extent allowable by law, this Agreement is binding on Buyer's heirs, personal representatives, administrators, successors and assigns. Signatures, initials and modifications communicated by facsimile will be considered as originals.
18. By signing below, Buyer understands and agrees to all of the terms and conditions of this Agreement.

Initial _____

Legal Name of Buyer (print) _____

If Buyer is not an Individual,
Name of Representative (print) _____

Signature of Buyer or
Buyer's Representative _____ Date: _____

Mailing Address

Preferred Telephone
This is my... Cell Home Office Other _____

E-mail* _____

How did you find out about us? _____

Geographic location desired (be as broad or specific as you like)

Timeframe I'm Ready! 3 – 6 months 6 – 12 months

Do you require a certain type of location? _____
No preference, Enclosed Mall, "Main Street", Medical Complex, Stand-Alone Building, etc.

Are you open to a franchise setting, such as Pearle Vision? Yes No Maybe

Are you open to a side-by-side situation, such as Lenscrafters or Sears? Yes No Maybe

Buyer is an Optician. Buyer is an Optometrist. Buyer is an Ophthalmologist.

Buyer is a/an _____

License number(s) and state(s) of issue: _____

If OD or MD, what professional school did you graduate from?
_____ What year? _____

* We usually send information via email. Please add PracticeConsultants.com to your email client as a trusted domain, so our emails to you don't get routed to your spam folder. Thanks.

Initial _____

Buyer Information – Continued

ALL OF THE FOLLOWING INFORMATION IS REQUIRED

Buyer Name _____

Amount available for down payment \$ _____

PLEASE READ THIS: You are not committing to use all of this. You may want to hold a portion of this amount in reserve for working capital. It just helps guide us regarding your ability to purchase certain practices. Do not include funds that you would have to borrow from a commercial lender for the purchase; the amount you show should be what you and your family and maybe a HELOC on you house can come up with. We do not share this information with sellers or anyone else.

What is the source of these funds? _____
Savings, home equity, family, etc.

After this purchase is complete, what is the minimum annual personal income you will require from the business, excluding purchase debt service? \$ _____

For example, if your spouse earns \$70,000 and you require a total of \$100,000 as personal family income, your response here would be \$30,000. We understand that, to pay debt service, you will need more than this. Again, we do not share this information with anyone.

Is there anything in your credit history, excluding education debt, which may make conventional funding difficult to obtain, such as a bankruptcy or low credit score?

Yes No If Yes, please explain below or on another sheet so we can work on this early.

What is your current employment position or ownership status? _____

If not a current owner, describe any previous business ownership experience: _____

If there anything else we should know about you at this time, or any additional information you would like us to have about your search, please don't hesitate to include another page with this Confidentiality Agreement.

Please note that if you decide to make an offer, you will be required to provide a good faith, refundable, deposit with the offer. We cannot submit an offer without an earnest money deposit in hand. Typically the amount will be 5% of the offered price or \$10,000, whichever is larger. It can be a regular personal check.

Initial _____