

ADS Precise Transitions

Jed Esposito, MBA, CVA ♦ Peter J. Mirabito, DDS, FAGD

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www.ADSprecise.com

Dear Doctor,

Thank you for contacting ADS Precise Transitions. Included are a Buyer/Associate Form and a Non-Disclosure of Confidential Information Agreement.

Please fill out the Form and Agreement, sign and date both, and return them to us by either FAX (303-648-6969), email to frontdesk@adsprecise.com, or mail as soon as possible. We will then be able to provide you with confidential information about various practices which we represent.

If it is an associate position you are seeking, please also include a copy of your resume.

We look forward to working with you to purchase a practice or obtain an associate position. If you have any questions, please give us a call.

Sincerely,

Jed

Jed Esposito, MBA, CVA

Peter

Peter Mirabito, DDS, FAGD

BUYER/ASSOCIATE FORM

Buying or selling a professional practice requires both parties to share substantial and confidential information with one another. Just as a Buyer needs information concerning a practice in order to evaluate it, a Seller needs some basic information about a Buyer. Therefore, please complete and return this Form and the Non-Disclosure of Confidential Information Agreement.

NAME of Buyer/Associate: _____ Date: _____

HOME ADDRESS Street: _____

City: _____ State: _____ Zip: _____

Cell Phone #:(_____) _____ E-mail address: _____ Date of Birth: _____

Home Phone #: _____ FAXPhone#: _____ Spouse First Name? _____

OFFICE ADDRESS Street: _____

City: _____ State: _____ Zip: _____

Phone #: _____ FAX#: _____ May we contact you at the office? _____

HOW DID YOU HEAR ABOUT US?

ADSprecise.com: _____ ADStransitions.com: _____ CDAonline.org: _____ Dental Town : _____ Dental Economics: _____

Other website (specify): _____ State Dental Journal (specify state): _____

Other (specify): _____

EDUCATION: Professional Degree: _____ Date Received: _____

School: _____

Specialty/Residency: _____ Date Completed: _____

♦ If you have a current Curriculum Vitae (CV), please send that along with this buyer form ♦

DENTAL EXPERIENCE: (please list where & when you owned practices, were an associate, or had salaried positions and dates of each)

_____ Dates: _____
_____ Dates: _____
_____ Dates: _____

MILITARY SERVICE/SPECIALTY/RESIDENCY: Are you presently in: Armed Forces _____ Residency _____ Specialty _____

Branch: _____ For how many years? _____ Rank: _____
When do you finish? Date of Separation/Discharge/Retirement/Completion: _____

LICENSES:

State/Region: _____ License # _____ Date: _____
State/Region: _____ License # _____ Date: _____

Have you ever had a State Dental Board action or any legal claims against you? _____ If yes please explain on a separate page.

SEEKING PRACTICE TYPE AND POSITION: G.P. _____ Specialty Type _____

NUMBER BY PRIORITY: Purchase: _____ Associate only: _____ Associate w/ buy in (partnership): _____ Associate w/buyout: _____

STATE(S): _____

CITIES/AREAS: _____

Please describe the characteristics of a practice that would interest you: _____

Practice Gross Revenue per year _____ Practice Net Income per year: _____

TIME FRAME: By what date would you ideally want to purchase a practice or start as an associate: _____

Do you need to sell a practice before you purchase a practice? If yes, please explain: _____

FINANCING THE PURCHASE: ADS Precise Transitions will assist you in the financing process. Unless instructed otherwise by you, your contact information will be forwarded to our trusted partners that are specialists in dental banking, equipment evaluation, and insurance to ensure you have access to the most qualified, dental-specific experts in the industry.

If you have been out of school for less than 2 years, the banks may require that you have a cosigner for the loan. Do you have any cosigners for a loan? _____ Relationship _____

Do you have any credit problems that might keep you from getting a loan such as problem loans/accounts, late payments, on your credit report or excess credit card debt? _____ If YES, please explain: _____

Have you ever declared bankruptcy or had judgments against you or any business that you have owned? _____ If YES, please explain.

Is there any reason you would not be able to obtain Life, Disability or Office Overhead Insurance? _____ If YES, please use an additional page to explain.

ARE YOU USING A BUYER'S AGENT? _____ **IF YES, WHO?** _____

ADS PRECISE HAS NO OBLIGATION TO PAY A BUYER'S AGENT. NOTIFY US IF YOU HAVE A BUYER'S AGENT AGREEMENT WITH ANY FIRM.

I hereby certify that the information provided on this form and all other information supplied to ADS Precise Transitions by me is complete and accurate to the best of my knowledge.

SIGNATURE _____ **Date:** _____

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AGREEMENT

This agreement is between _____ (your full name) hereinafter referred to as "Buyer/Associate", and ADS Precise Transitions hereinafter referred to as "Broker". This agreement shall be enforced in accordance with the laws of the State of Arizona. Buyer/Associate wishes to evaluate confidential information regarding practice opportunities presented by Broker.

- Buyer/Associate recognizes that any confidential information provided him/her by Broker or its representative regarding professional practices could, if disclosed, cause damage to the individuals disclosing the information and to Broker.
- Therefore, Buyer/Associate agrees that he/she will not divulge, communicate, or otherwise disclose any confidential material provided by Broker, its representatives, or clients of Broker, to anyone, including employees, customers, clients or clients, with the exception of his/her spouse, accountant, and legal counsel.
- Buyer/Associate further agrees that their spouse, accountant, and legal counsel will maintain the confidentiality of the material.
- Confidential information shall include, but is not limited to, the following:
 1. A professional intent to buy, sell, or associate.
 2. Any financial data provided Buyer/Associate by Broker, its representatives, or clients, which may include such items as value of practice under consideration, income statement or balance sheets, Internal Revenue Service returns, and any other personal financial data.
 3. Any personal information provided Buyer/Associate by Broker, its representatives, or clients, which may include such items as data regarding lawsuits, pending lawsuits, malpractice suits, or other items personally pertaining to the principals in these transactions.
 4. Patient or client lists made known to Buyer/Associate during negotiations.
 5. Buyer/Associate shall not contact any owner or staff member of an owner referred to Buyer/Associate by Broker without the express permission of the owner.
 6. Buyer/Associate agrees to return any and all information provided to Buyer/Assoc. to Broker immediately upon request.
 7. In addition, Buyer/Associate acknowledges the following:
 8. Broker is seller's agent and does not have any fiduciary duties to Buyer/Associate.
 9. Information provided by Broker is provided by the Seller and is not audited by Broker. Broker makes no claims as to the reliability of any such data.
 10. It is Buyer/Associate's sole responsibility to conduct his/her own due diligence and confirm the accuracy of all information provided to Buyer/Associate by the owner and Broker prior to any purchase.
 11. Buyer/Associate indemnifies and holds Broker harmless for any claim, loss or damages including expense of defense arising from any transaction agreed to by Buyer/Associate, including but not limited to court costs, reasonable attorneys' fees and investigation expenses which, in any manner, arise out of or result from any practice purchase, employment, or affiliation.
 12. Buyer/Associate is advised prior to any purchase, to review all financial and tax records of any practice, as well as personally perform a patient chart audit (subject to HIPAA regulations), determine patient count, review insurance plans, review HMO contracts, and any other information needed by Buyer/Associate.
 13. Buyer/Associate acknowledges that Broker is not an accounting firm and not a legal firm. Buyer/Associate has been advised to retain the services of competent and experienced legal counsel to review all agreements and other documents to be executed in connection with the sale/affiliation. Advice or opinion on the advisability of entering into a transaction shall be provided by Buyer/Associate's legal counsel. Buyer/Associate agrees any disputes regarding this document and any future transactions between the Buyer/Associate and the seller and the Broker shall be resolved by JAMS Arbitration.
 14. Buyer/Associate acknowledges that Broker may receive a fee, if any, from a lender for loan packaging and administration.
 15. Buyer/Associate has been advised to retain the services of an accountant to evaluate the data and the terms of the affiliation or sale including any tax liability resulting from such sale/affiliation.
 16. All information provided to Broker by Buyer/Associate is true and correct to the best of Buyer/Associate's knowledge and may be presented to the owner of any practice under consideration for employment or acquisition by Buyer/Associate.
 17. Upon completion of a transaction with Buyer/Associate, Broker shall be permitted to print, publish and mail its usual and customary professional announcement of the transaction.

Agreed to by: _____ Date _____
Signature of Buyer/Associate

Print Name: _____