Otten-Rey Dental Sales, LLC.
402 Unity Crossing Ct.
St. Peters, MO 63376

CONFIDENTIALITY
AND
NON-DISCLOSURE AGREEMENT

This agreement, dated the _____ day of _____, 2026 by and between _____ hereinafter referred to as "Potential Buyer") and Otten-Rey Dental Sales, LLC as "Broker/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 for review to the Potential Buyer or his or her agents confidential business records associated with the dental practice, including but not limited to federal and state income tax returns, federal and state payroll tax returns, patient files and records, wage and commission statements, production statements, and all other financial information reasonably requested.

2) Proper Purpose. The Potential Buyer hereby represents and warrants that he or she shall receive such materials only for the purpose of evaluating the feasibility of purchase of the dental 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, including the fact the practice may be for sale, 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 Buyer's consultants (attorney(s), accountant(s), banker(s), family members, instructors, and dental professionals outside the community) to review said information as agents and for no other reasons, and such information shall not be otherwise used by said consultants as agents for the parties. **The Potential Buyer agrees that there is no expiration date on his or her obligations with respect to Confidentiality.**

4) Return of Information. The Potential Buyer hereby agrees that upon the completion of the evaluations, no later than 60 days from the date of this agreement, to return all materials and information in his or her
agent's possession or control, including all copies thereof, and shall cause all persons previously receiving any of the foregoing information to return the same to the other party.

5) Release. The Potential Buyer hereby releases and holds Otten-Rey Dental Sales, LLC harmless with respect to any errors, omissions, or misrepresentations concerning any information provided in connection with the practice.

6) HIPPA. The Undersigned agrees to comply with all restrictions, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) relating to the confidentiality of patient information.

7) Commission. The Potential Buyer hereby states that he/she is fully aware that Otten-Rey Dental Sales, LLC, as selling agent, is compensated for services by a commission paid from the proceeds of the sale and charged to the account of the seller. The Potential Buyer agrees not to enter into any agreement to purchase said practice within 24 months of the date below without the assistance of Otten-Rey Dental Sales, LLC. The Undersigned acknowledges, understand, and agrees that Otten-Rey Dental Sales may be compensated by a third party for its services relating to providing funding for an acquisition of a practice by the undersigned.

8) Governing Law. This agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Missouri.

9) 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.

10) The Potential Buyer hereby states that he/she is aware that a practice may be shown to numerous potential buyers, and that no obligation will be created in favor of him/her or will exist for the benefit of him/her unless and until a written contract for the purchase of a practice is signed by both seller and Potential Buyer.

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

Seller's Broker/Agent
Otten-Rey Dental Sales, LLOC

By: Kimberly M Rey
Kimberly M Rey, Managing Member

By:_____
(Signature) Potential Purchaser