



# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into by and between:

**Stanford Medical Ltd** ("Disclosing Party")

**&**

**Client** ("Receiving Party")

Whereas, the Disclosing Party intends to share certain confidential and proprietary information with the Receiving Party in connection with the potential purchase of a business listed by the Disclosing Party, specifically related to dental practices and pharmacies (the "Business"), the parties agree as follows:

## 1. Confidential Information

For the purposes of this Agreement, "Confidential Information" refers to all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, electronically, or in any other form, including but not limited to information related to the Business, financial data, client lists, market analyses, operations, pricing, and other proprietary information.

## 2. Obligations of Confidentiality

The Receiving Party agrees to: a) Keep the Confidential Information strictly confidential and not disclose it to any third party without the prior written consent of the Disclosing Party. b) Use the Confidential Information solely for the purpose of assessing the potential purchase of the Business and not for any other purpose. c) Take reasonable measures to protect the Confidential Information from unauthorised use or disclosure.

## 3. Duration of Confidentiality

The obligations of confidentiality set forth in this Agreement shall continue in full force and effect until the Receiving Party requests in writing the revocation of this Agreement or until such time as the Confidential Information no longer qualifies as confidential under applicable laws.

## 4. Exceptions

The obligations of confidentiality do not apply to any information that: a) Was lawfully in the possession of the Receiving Party prior to disclosure. b) Becomes publicly available through no fault of the Receiving Party. c) Is independently developed by the Receiving Party without reference to the Confidential Information. d) Is required to be disclosed by law or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such requirement.

## 5. Return or Destruction of Information

Upon the conclusion of the assessment or upon request from the Disclosing Party, the Receiving Party agrees to return or destroy all Confidential Information in their possession, including all copies thereof, and confirm such return or destruction in writing.

## 6. No License or Ownership

Nothing in this Agreement grants the Receiving Party any rights, by license or otherwise, in the Confidential Information or in any intellectual property of the Disclosing Party.

## **7. Legal Remedies**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. The Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law, in the event of a breach.

## **8. No Obligation to Proceed with Transaction**

This Agreement does not obligate either party to proceed with any transaction, including the potential purchase of the Business, and does not create any binding commitment between the parties other than the confidentiality obligations outlined herein.

## **9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom.

## **10. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions or agreements.

## **11. Amendments**

This Agreement may only be amended in writing, signed by both parties.

## **12. Privacy Policy**

You may review our Privacy Policy [here](#)

### **Stanford Medical Ltd**

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STANFORD MEDICAL  
*Where experts make the difference*