



CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (“Agreement”) is entered into by and between Fairway Healthcare Partners, LLC (“Fairway”) and the undersigned (“Receiving Party”).

1. **General.** In connection with the evaluation or pursuit of a potential or existing business transaction regarding practice purchase or sale opportunities (including identities of potential purchasers or sellers), potential associate candidates and/or associateship opportunities, each as may be presented by Fairway (“Permitted Use”), Fairway may from time to time disclose to the Receiving Party (either directly or through one or more third parties) certain Confidential Information (as defined below).

2. **Confidential Information.** “Confidential Information” means information of any type or form (whether visual, written, oral, electronic, photographic or otherwise) disclosed in connection with the Permitted Use by Fairway or one of its affiliates or Representatives (as defined below) or a third party to the Receiving Party or one of its affiliates or Representatives, regardless of whether such information is marked or indicated as being confidential. Confidential Information includes, but is not limited to, all information of a financial, business, marketing, sales, organizational or legal nature.

3. **Non-disclosure; Non-use.** Except as otherwise expressly permitted by this Agreement, the Receiving Party shall not disclose or use any Confidential Information for any purpose other than in connection with the Permitted Use. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees, officers, directors, agents and advisors (including attorneys, accountants, consultants and financial advisors) (collectively, “Representatives”) to whom such disclosure is reasonably necessary in furtherance of the Permitted Use. The Receiving Party shall take all appropriate action to ensure that its Representatives comply with all obligations under this Agreement as if such persons or entities had been parties to this Agreement. The Receiving Party shall not contact any current, potential or past employers, employees or patients without Fairway’s prior consent.

4. **Maintenance of Confidentiality.** The Receiving Party shall protect and maintain the secrecy of the Confidential Information of Fairway using measures at least as protective as those it takes to protect its own confidential information, but in any event using at least commercially reasonable measures.

5. **No Obligation/Warranty.** Nothing in this Agreement shall obligate either party to proceed with any transaction or other business activities between them or to provide or disclose any Confidential Information. All Confidential Information is provided “as is,” and Fairway makes no representations or warranties of any kind with respect to any Confidential Information. Fairway shall have no liability to the Receiving Party resulting from any errors, inaccuracies or omissions in the Confidential Information.

6. **Return of Materials.** All documents and other tangible objects (including electronic media) containing or representing Confidential Information, copies and summaries thereof and reports or other works derived therefrom, shall be and remain the property of Fairway and shall, at Fairway’s written request, be promptly deleted or returned to Fairway.

7. **Term.** The obligations hereunder shall continue after closing of any transaction described in the Permitted Use.

8. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

9. **Remedies.** The Receiving Party acknowledges that Fairway will not be adequately compensated by money damages in the event of the Receiving Party’s breach of any of the provisions of this Agreement, and that Fairway, in addition to any other right or available remedy, is entitled to an injunction or other equitable relief restraining such breach or any threatened breach and to specific performance of any provision of this Agreement, without the necessity of posting bond. The Receiving Party shall indemnify and hold Fairway harmless from all claims, demands, liabilities, losses, costs, damages and expenses arising out of any disclosure or use of the Confidential Information by the Receiving Party.

Company Name (If Applicable):	Name of Undersigned:
Signature:	Signature Date:
Mailing Address:	City:
State & Zip:	Email:
Cell Phone:	Contact Preference: Call, Email, Text
Please return this form via email to: brian@fairwayhealthcarepartners.com	
Or by mail: Brian Pender, 9112 Lake in the Woods Trail, Chagrin Falls, OH 44023	