



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT VISIONARY PRACTICE GROUP LLC

This Confidentiality Agreement (the "**Agreement**"), effective as of _____, 20__ (the "**Effective Date**"), is by _____, having an address at _____ ("**Recipient**") for the benefit of Visionary Practice Group, LLC, a Tennessee limited liability company having its principal place of business at 4782 Signal Forest Dr, Signal Mountain, TN 37377 ("**Consultant**") and the Practice Owner(s) as such term is defined herein.

WHEREAS, Consultant is in possession of certain Evaluation Material (as hereinafter defined) for optometry practices which are being marketed for sale (each optometry practice owner referred to as a "**Practice Owner**");

WHEREAS, Recipient seeks disclosure of said Evaluation Material with respect to one or more practice acquisition opportunities presented by Consultant (the "**Prospective Transaction**");

WHEREAS, Consultant has agreed to provide the Evaluation Material on the condition that confidentiality of such information is protected and preserved;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by, or under common Control with such Person, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

(b) "**Evaluation Material**" means all information, data, documents, agreements, files, and other materials, whether disclosed orally or disclosed or stored in written, electronic, or other form or media, which is obtained from or disclosed by Consultant, its Representatives, or otherwise, and whether obtained before, on or after the date hereof regarding the Prospective Transaction, including, without limitation, all financial data, valuation/appraisals, tax returns, production reports, clinical data, patient/customer information, legal proceedings, any other information about a practice that is not publicly known and other documents prepared by or for any Recipient which contain or otherwise reflect or are derived or based in whole or in part on such information, data, documents, agreements, files, or other materials.

(c) "**Person**" means any individual, corporation, limited or general partnership, limited liability company, limited liability partnership, trust, association, joint venture, governmental entity, or other entity.

(d) "**Representatives**" means, as to any Person, such Person's spouse, such Person's Affiliates, and its and their respective directors, officers, employees, managing members, general partners, agents, consultants (including attorneys, financial advisors, and accountants), and any actual or potential sources of financing.

Other terms not specifically defined in this Section 1 shall have the meanings given them elsewhere in this Agreement.

2. Use of Evaluation Material and Confidentiality. Recipient shall keep the Evaluation Material strictly confidential and shall not use the Evaluation Material for any purpose other than to evaluate, negotiate, and consummate the Prospective Transaction. Recipient shall not disclose any Evaluation Material except: (a) if required by law, regulation, or legal or regulatory process, and then only in accordance with Section 5; or (b) to their Representatives, to the extent necessary to permit such Representatives to assist Recipient in evaluating, negotiating, and consummating the Prospective Transaction, but only to the extent such Representatives have been approved, in writing (electronic mail acceptable), by Consultant; provided, that Recipient shall require each such Representative to be bound by the terms of this Agreement to the same extent as if they were parties hereto. Recipient shall be responsible for any breach of this Agreement by any of their Representatives.

3. Discussions to Remain Confidential. Recipient shall not, and shall not permit any of its Representatives to, without the prior written consent of Consultant, disclose to any Person: (a) the fact that the Evaluation Material has been made available to Recipient or its Representatives or that Recipient or its Representatives have received or inspected any portion of the Evaluation Material; (b) the existence or contents of this Agreement; (c) the fact that investigations, discussions, or negotiations are taking or have taken place concerning the Prospective Transaction, including the status thereof; or (d) any terms, conditions, or other matters relating to the Prospective Transaction. Recipient shall not contact the Practice Owner, or any of its Affiliates, Representatives, employees or contractors, unless Consultant provides express written permission (electronic mail acceptable) in advance of each interaction.

4. No Representations or Warranties; No Other Obligation; Disclaimers. Recipient understands and agrees that Consultant: (a) has not made any representation or warranty hereunder, expressed or implied, as to the accuracy or completeness of the Evaluation Material; or (b) shall not have any liability hereunder to Recipient relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. The parties hereto agree that unless and until a definitive agreement is reached between Recipient and a Practice Owner with respect to a Prospective Transaction, neither Consultant nor the Practice Owner will be under any legal obligation of any kind with respect to the Prospective Transaction, and all negotiations or discussions may be terminated, at any time, in the sole discretion of Consultant, or as directed by the Practice Owner. Recipient acknowledges that (i) Consultant is not an accounting, law or real estate firm, (ii) Consultant is an agent of the Practice Owner and has no fiduciary duties to Recipient, and (iii) is solely responsible to perform its own due diligence with respect to any Prospective Transaction.

5. Required Disclosure. If Recipient or any of its Representatives is required, in the written opinion of Recipient's counsel, to disclose any Evaluation Material, by law, regulation, or legal or regulatory process, Recipient shall: (a) take all reasonable steps to preserve the privileged nature and confidentiality of the Evaluation Material, including requesting that the Evaluation Material not be disclosed to non-parties or the public; (b) give Consultant and Practice Owner prompt prior written notice of such request or requirement so that Consultant or Practice Owner may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (c) cooperate with Consultant or Practice Owner, at their sole cost and expense, to obtain such protective order. In the event that such protective order or other remedy is not obtained, Recipient (or such other Persons to whom such request is directed) will furnish only that portion of the Evaluation Material which, on the advice of Recipient's counsel, is legally required to be disclosed and, upon the request of Consultant or Practice Owner, use its best efforts to obtain assurances that confidential treatment will be accorded to such information.

6. Destruction of Evaluation Material. At any time upon the written request of Consultant, Recipient shall promptly, and in any event no later than five (5) business days after the request, destroy all Evaluation Material (including all copies, extracts, or other reproductions). Notwithstanding the return of Evaluation Material, Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

7. Remedies. The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by Recipient and that in addition to all other remedies it may be entitled to, Consultant or Practice Owner shall be entitled to seek specific performance and injunctive or other equitable relief without the necessity of posting any bond or other security as a remedy for any such breach. In the event that any legal suit, action, or proceeding is brought against Recipient arising out of or relating to this Agreement, Consultant or Practice Owner shall be entitled to reimbursement of all of its attorneys' fees and costs incurred in such legal suit, action or proceeding.

8. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted in the federal courts of the United States or the courts of the State of Tennessee in each case located in Hamilton County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such party's address set out herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

9. Entire Agreement; Amendments. This Agreement sets forth the entire agreement regarding the Evaluation Material, and supersedes all prior negotiations, understandings, and agreements. No provision of this Agreement may be modified, amended, or changed except by a writing signed by the parties hereto.

10. Severability. If any provision of this Agreement, or the application thereof to any Person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provision as applied to other Persons, places, or circumstances shall remain in full force and effect.

11. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Recipient without the prior written consent of Consultant. Any purported assignment without such consent shall be void and unenforceable.

12. Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

RECIPIENT

Printed Name of Signatory: _____

Email of Signatory: _____