Practicelink | Buyer Confidentiality Agreement

Website acceptance version 1.2 • Draft for legal review

This agreement is between the buyer identified in the request form (and any purchasing entity they are authorised to represent) and Practicelink (a business name of Onyx Consortium Pty Ltd, ACN 167 815 143, ABN 85 167 815 143), acting for itself and, where authorised, the practice seller. The seller is an intended beneficiary of these confidentiality protections.

1. Purpose and information

I request information about a dental practice marketed by Practicelink solely to consider a possible purchase. “Confidential Information” means non-public information provided by Practicelink or the seller, including the practice identity, Information Memorandum, practice software reports, financial, staffing and operating information, and discussions about the sale.

2. Keep it confidential

I will keep Confidential Information secure, use it only to evaluate the purchase, and not share it except with my legal, accounting or financial advisers or financiers who need it for that purpose and are bound to keep it confidential. I am responsible for breaches by people to whom I disclose it. This obligation does not cover information I can show was already lawfully known to me, independently obtained without restriction, or publicly available other than through a breach.

3. No direct approach or misuse

Without Practicelink’s prior written consent, I will not contact the owner, staff, associates, patients, landlord or suppliers about the sale, negotiate directly with the seller using information obtained through Practicelink, or use the information to solicit patients or staff. This does not restrict unrelated, pre-existing legitimate dealings.

4. Staged release and due diligence

Signing does not entitle me to receive any particular documents. Practicelink may initially provide only an Information Memorandum and selected de-identified practice software reports, and may withhold other information until later. I will undertake my own due diligence. No warranty is given about preliminary information except as expressly stated in a later signed sale agreement. Patient-identifiable information is not authorised for disclosure under this agreement.

5. Return, duration and remedies

If requested, I will return or securely destroy Confidential Information, except legally required retained copies, which remain confidential. These obligations continue for three years after the last disclosure, with personal information and trade secrets protected for as long as applicable law requires. The seller and Practicelink may seek legal remedies for a breach. Neither is obliged to proceed with a sale.

6. Coverage and acceptance

This agreement covers this enquiry and later Practicelink practice enquiries unless replaced in writing. This agreement is governed by the laws of Queensland, Australia, regardless of the Australian state or territory in which the buyer or practice is located. The parties submit to the non-exclusive jurisdiction of the courts of Queensland, Australia. By ticking the acceptance box and submitting my request, I agree to these terms personally and confirm I am authorised to bind any purchasing entity I nominate. I consent to electronic acceptance and receiving a copy by email.

Acceptance is recorded electronically with the buyer’s details, practice reference, agreement version, date/time and audit information.