



CONFIDENTIALITY AGREEMENT

I, _____, wish to evaluate confidential information provided to me by Wiederman Madurowicz Partnership (“WMP”)/Wiederman & Potter Premium Practice Sales (“WPPPS”) (“Broker”) and wish to enter into this Confidentiality Agreement (“Agreement”) in connection therewith.

I represent and warrant that I have the authority to enter into these discussions, and to bind any companies/business entities, which I purport to represent or own.

I am considering making an offer on certain dental practices which are listed with Broker, which any dental practices and/or practice prospectuses viewed or received (the “Dental Practice”) shall be listed hereto within the buyer information or immediately following my execution of this Agreement.

I understand and agree that any information, which is furnished to me by Broker, is very sensitive and confidential, and shall be maintained by me with the utmost confidence. I agree to take steps to ensure that such information about any seller whose dental practice is listed hereto, that is obtained by me or any of my employees, officers, agents, attorneys, directors, stockholders, financial institutions, affiliates or representatives, shall remain confidential and shall not be disclosed or revealed to sources not related to these potential transactions or used in any manner inconsistent with this Agreement, without prior written express permission from Broker.

I further agree to all terms herein on behalf of myself, any of my personal companies or any companies I may currently work for or with, or those I may work for or with in the future (including subsidiaries, divisions, and/or affiliates) and all respective directors, officers, employees, agents, or representatives, in order that the intent and spirit of this Agreement may not be circumvented in any manner whatsoever with respect to the aforementioned information or with respect to any of the potential transactions of which I may become aware through any discussions with Broker or any seller whose dental practice is listed hereto.

I agree on behalf of myself, any of my personal companies or any companies I may currently work for or with, or those I may work for or with in the future, to include all respective directors, officers, employees, agents, affiliates or representatives, that in the event there is a breach of this Agreement, Broker and any seller whose dental practice

is listed hereto, shall be entitled to an immediate injunction against further breach, and that such parties shall be entitled to receive all damages they may suffer as a result of a breach hereof, including consequential damages.

I further agree that Broker and any seller whose dental practice is listed hereto shall each be entitled to reasonable attorney's fees and costs in taking the appropriate measures that would flow from this breach, to include those legal measures that might follow after such injunction, to include any actions/litigation through verdict and appeal.

The confidential information to be disclosed to the undersigned includes but shall not be limited to the following:

1. With respect to the Dental Practices, all profit and loss statements, all federal and state tax returns, all financial statements, all patient charts, all patient lists, all account receivable information, all account payable information, all information regarding the doctor's fees, and all other Dental Practice information disclosed by Broker, any seller whose dental practice is listed hereto as well as such parties staff, consultants and representatives involved in this transaction.
2. All other information disclosed to the undersigned by Broker, any seller whose dental practice is listed hereto as well as such party's staff, relating to the subject matter of this Agreement.
3. With respect to the real estate which is owned by any seller whose dental practice is listed" hereto as well as such parties staff, (if any) and in which the dental practice is located, all rent rolls, profit and loss statements, federal and state tax returns, financial statements, and all other real estate information disclosed by Broker, any seller whose dental practice is listed hereto as well as such parties staff, consultants or representatives, involved in this transaction.

The undersigned acknowledges that the undersigned has agreed to participate in discussions with Broker, and that in order to participate in such discussions, the undersigned is agreeing not to disclose confidential information acquired as a result thereof. The undersigned further agrees that he or she shall have no right to hire any employees or independent contractors working at or who have worked at the Dental Practices in the past.

This Agreement shall be covered in accordance with the laws of the State of California. A facsimile of a signature page of this Agreement shall be legally binding upon me.

I hereby certify that I have read and understand this Agreement, and I agree to be bound by the terms set forth herein.

BUYER INFORMATION

Name: _____

Email: _____

Phone Number: _____

What Practice are you interested in?

Areas of interest:

Kern County

San Bernardino County

Orange County

San Diego County

Imperial County

San Luis Obispo County

Los Angeles County

Santa Barbara County

Riverside County

Ventura County

Other _____

Specific Cities of Interest: _____

Are you a general or specialist? If so, please add your specialty: _____

ACCEPTED AND AGREED:

Signature: _____ Dated: _____

Print Name: _____

Who may we thank for your referral? _____