



**CONFIDENTIALITY AGREEMENT
AND
REPRESENTATION DISCLOSURE
("Agreement")**

This Agreement is made this ____ day of _____, 2009, by The Dilwith Group, with its place of business at P.O. Box 5917 Oxnard, CA 93031 ("TDG"), clients of TDG ("TDG Clients"), and

_____,
(complete name, including middle initial and D.D.S. or D.M.D and date.),

who has an interest in acquiring, buying into, or associating with a dental practice ("Buyer"). TDG and TDG Clients possess confidential and/or proprietary information related to a dental practice that Buyer has shown an interest in, including without limitation financial information, statements, books, records, and patient information, identity and location of TDG Client's dental practice, which may be articulated orally or in writing ("Confidential Information").

TDG wishes to disclose such Confidential Information to Buyer, and Buyer wishes to receive such Confidential Information in order to facilitate discussions regarding a possible business transaction involving Buyer; In consideration of the receipt of certain Confidential Information and the mutual promises made herein, the parties agree as follows:

1. Buyer's Duty to Protect Confidential Information, Buyer shall not disclose the Confidential Information to any third party other than attorneys and accountants under professional privilege, without TDG and TDG Client's prior written permission. Buyer agrees to use the same degree of care to protect the confidentiality of the Confidential Information and to prevent its unauthorized use or dissemination as Buyer would use to protect Buyer's own confidential information of a similar nature.
2. Buyer's Use of Confidential Information. All Confidential Information remains the property of TDG or TDG Clients and no licenses or other rights are granted or implied by this Agreement. Upon request by TDG or TDG Clients, termination or expiration of this Agreement, Buyer shall return all Confidential Information to TDG or TDG Clients and certify that all copies have been destroyed.
3. Term, This Agreement shall become effective as of the date first set forth above and shall terminate upon the earlier of (i) written notice of either party of its

election, with or without cause, to terminate this Agreement; or (ii) three (3) years following the effective date.

4. Duration of Duty. Buyer's duty to protect Confidential Information disclosed under this Agreement expires three (3) years from the date of the disclosure.

5. Equitable Relief. Buyer agrees and acknowledges that any unauthorized use of Confidential Information in violation of this Agreement will cause TDG or TDG Clients irreparable injury for which it would have no adequate remedy at law. TDG or TDG Clients shall therefore be entitled to immediate injunctive relief prohibiting any violation of this Agreement, in addition to any other remedies that may be available in law or equity.

6. No Agency or Partnership. The parties do not intend that this Agreement creates any agency or partnership between them.

7. Modification. All additions or modifications to this Agreement must be made in writing and must be signed by both Parties.

8. Governing Law. This Agreement is made under and shall be construed according to the laws of the State of California.

9. Disclosure of Representation. The Dilwith Group, is representing its Client(s) only. Neither Rick Dilwith, nor The Dilwith Group, has undertaken or will undertake to represent Buyer as a broker, as Buyer's attorney for a transaction contemplated herein, or otherwise. Buyer is encouraged to seek Buyer's own professional assistance, including legal representation, for any transaction contemplated by this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and together shall constitute one and the same document.

TDG: BUYER:

FAX BACK TO 866-644-0458

Signature

Print Name(Enter full name and D.D.S. or D.M.D.)

Address

City Zip

Phone