

CONFIDENTIALITY AGREEMENT

Date: _____

Attention: Dr. _____

Dear Sir/Madam:

Re: Confidentiality Agreement

Proposed Professional Corporation ("DentalPC")

Dr. _____ ("Recipient") has expressed an interest in receiving information in connection with Recipient's consideration of a possible Acquisition Transaction (as herein defined) relating to DentalPC. As a condition to Recipient being furnished with such information, Recipient by executing the Letter Agreement agrees as follows:

1. **Defined Terms.** All defined terms used in this Letter Agreement shall have the meanings set out in Schedule "A" hereto.
2. **Restriction on Use and Disclosure.** Recipient acknowledges that the Confidential Information includes information which results from the expenditure of considerable time, effort, money and other resources by DentalPC and that DentalPC has a legitimate interest in protecting the value of the Confidential Information.

The Confidential Information will be used solely for the purpose of evaluating a possible Acquisition Transaction and the Confidential Information will be kept strictly confidential by Recipient and Representatives of Recipient, and, subject to the provisions of this Letter Agreement, will not be disclosed by Recipient or any Representative of Recipient, to any Person, without the prior written consent of DentalPC. Recipient therefore agrees not to use the Confidential Information for any other purpose and not to use the Confidential Information in any manner adverse or detrimental to the interest of DentalPC.

Recipient and Representatives of Recipient, shall not mechanically copy or otherwise reproduce (including by electronic or other means) any material comprising a part of the Evaluation Material unless DentalPC otherwise consents in writing. To the extent that Evaluation Material may be

copied, additional copies may be made for a limited number of Representatives of Recipient so that such Representatives may conduct a timely review for purposes of evaluating the Acquisition Transaction. Such copies shall be numbered or otherwise identified for control purposes and Recipient shall maintain an accurate current listing of Representatives to whom such copies are delivered (which list will be delivered to DentalPC on request).

3. Permitted Disclosure to Representatives.

(a.) Confidential Information may be disclosed to Representatives of Recipient who need to know such information for the purpose of evaluating a possible Acquisition Transaction provided that such Representatives (1) are informed by Recipient of the confidential nature of such information, (2) are directed to keep such information confidential in accordance with this Letter Agreement, and (3) agree to treat such information in the same manner as agreed to by Recipient herein as if such Representatives were parties hereto. Recipient shall upon request by DentalPC provide DentalPC with a list of all Persons to whom Confidential Information has been provided.

(b.) Recipient, before disclosing any Confidential Information to any Recipient, or any Representative of Recipient, shall take all such steps as are necessary to ensure that the terms and conditions of this Letter Agreement are adhered to by any such Representatives of Recipient, (including limitations on access to the Evaluation Materials).

(c.) Recipient shall be responsible for any breach of this Letter Agreement by any the Affiliates and Representatives of Recipient (and all of Representatives of Affiliates) and Recipient agrees, at Recipient's sole expense, to take all reasonable measures (including, without limitation, judicial proceedings) to restrain Affiliates and Representatives of Recipient (and all of Representatives of Affiliates) from prohibited or unauthorized disclosure or use of the Confidential Information.

4. Further Restrictions on Disclosure. Unless DentalPC consents in writing, Recipient will not and will direct Affiliates and Representatives of Recipient (and all of Representatives of Affiliates), not to, disclose to any Person (including potential joint bidders or parties who may wish to acquire all or a portion of the shares or assets as a follow up transaction after an Acquisition Transaction has closed) either:

(a.) that Recipient has requested or is reviewing Evaluation Material;

(b.) that discussions or negotiations are taking place concerning a possible Acquisition Transaction;

(c.) that Recipient is considering a possible Acquisition Transaction;

(d.) the terms and conditions of this Agreement;

(e.) any of the terms, conditions or other facts with respect to a possible Acquisition Transaction, including the status thereof.

5. **Restriction on Employee Contact.** Recipient and Affiliates and Representatives of Recipient (and all of Representatives of Affiliates), shall not initiate or arrange, directly or indirectly, or maintain contact regarding the business, affairs, property, or undertaking, or other matters concerning DentalPC with any of DentalPC's Representatives except (a) as contemplated by this Letter Agreement, (b) contacts made in the ordinary course of business unrelated to a possible Acquisition Transaction, or (c) with the express prior written permission of DentalPC. Any such permission granted is revocable at any time.

6. **Non-Solicitation of Staff.** Until the earlier of (a) the execution of a definitive agreement with respect to an Acquisition Transaction and the closing of such transaction, and (b) one year after the date of this Letter Agreement, none of Recipient, or Affiliates and Representatives of Recipient (and all of Representatives of Affiliates), shall solicit to employ any current officers, full or part time employees or full time contractors of DentalPC without obtaining the prior written consent of DentalPC. For the purposes of this paragraph "solicit" shall not include a solicitation of any officer, employee or consultant who is solicited by (a) advertising in a newspaper or periodical of general circulation, or (b) an employee or executive search firm acting on Recipient's behalf where Recipient did not instruct or encourage solicitation of such particular individuals.

7. **Requests for Information.** All requests for Evaluation Material shall be addressed to those of DentalPC's Representatives designated by DentalPC (currently the only such Representatives are Davidson Dental Appraisals & Sales.) and Recipient agrees that Recipient and Representatives of Recipient shall not request Evaluation Material from any other DentalPC Representative without the written consent of DentalPC.

DentalPC may require that a portion of the Evaluation Material be reviewed only in DentalPC's premises and Recipient's access to such premises shall be subject to such restrictions and procedures as DentalPC may, in DentalPC's sole discretion, establish.

8. **No Obligation to Provide Information.** This Letter Agreement shall not obligate DentalPC to provide any information to Recipient and DentalPC may terminate or further condition the furnishing of Evaluation Material at any time.

9. **No Representations Concerning Information.** Recipient acknowledges that neither DentalPC nor any of DentalPC's Affiliates or Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. In particular, Recipient agrees that the Evaluation Material may not and shall not be relied upon by Recipient for the purposes of any decision to enter into any transaction with DentalPC and that Recipient and Representatives of Recipient, shall not use the Evaluation Material (or the failure by DentalPC to provide any particular information) as the basis of any claim, demand, liability, or cause of action

against DentalPC for misrepresentation, breach of contract, breach of warranty, tort or otherwise, it being understood that only those particular representations and warranties executed, and subject to such limitations and restrictions as may be specified in such definitive acquisition agreement, shall have any legal effect.

10. No Exclusivity or Other Obligations Regarding Acquisition Transaction. Recipient understands and agrees that no contract or agreement providing for an Acquisition Transaction shall be deemed to exist between Recipient and DentalPC unless and until a definitive acquisition agreement has been jointly executed and delivered by DentalPC and Recipient, and Recipient hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with an Acquisition Transaction unless and until a definitive acquisition agreement has been executed and delivered to DentalPC. Recipient understands and agrees that:

(a.) DentalPC may negotiate Acquisition Transactions with other Persons as DentalPC in DentalPC's sole discretion may determine including, without limitation, negotiating with any prospective acquirer and entering into a definitive acquisition agreement without prior notice to Recipient or any other Person;

(b.) any procedures relating to such sale may be changed at any time without notice to Recipient or any other person; and

(c.) Recipient shall not have any claims whatsoever against DentalPC or any of DentalPC's stockholders, or Representatives arising out of or relation to an Acquisition Transaction (other than as a party to a definitive acquisition agreement with DentalPC and then only against DentalPC in accordance with the terms thereof).

11. No Interest Acquired In Information. Recipient will not acquire any right or interest in the Evaluation Material pursuant to this Letter Agreement. Recipient shall and shall cause each of the Affiliates and Representatives of Recipient (and all of Representatives of Affiliates) to, within 14 days of being requested to do so by DentalPC, redeliver to DentalPC all written Evaluation Material and destroy or cause to have destroyed all Interpretative Material and shall not retain any copies or other productions or extracts thereof. If requested, Recipient shall provide a certificate to DentalPC that Recipient and each Affiliates and Representatives of Recipient (and all of Representatives of Affiliates), has complied with the terms and conditions of this paragraph.

12. Indemnity. Without limitation and in addition to any rights of DentalPC against Recipient arising by reason of any breach hereof/misuse of the Confidential Information, Recipient agrees (a) that Recipient shall be liable to DentalPC for all losses, costs (including legal costs on a solicitor-client basis), damages, expenses and liabilities whatsoever which DentalPC may suffer, sustain or incur, and (b) that Recipient shall indemnify and hold harmless DentalPC against all third party claims, liabilities, damages, costs (including legal costs on a solicitor-client basis), and expenses resulting, arising out of, related to or suffered by DentalPC or DentalPC's Affiliates or

Representatives in respect of all matters which may arise out of any act or omission related to any breach of this Letter Agreement by Recipient, or any Affiliates or Representatives of Recipient (or any Representatives of Affiliates), or resulting from the unauthorized use or disclosure by Recipient or any Affiliates or Representatives of Recipient (or any Representatives of Affiliates), of all or any part of the Confidential Information.

13. Privacy Laws. All disclosures of "personal information" pursuant to this Agreement shall only be carried out in compliance with applicable Privacy Laws. The Parties agree that the proposed Acquisition Transaction constitutes a "business transaction" within the meaning of Privacy Laws. Recipient agrees only to request from DentalPC and DentalPC agrees only to provide Recipient, "personal information" which is necessary (a) for Recipient to determine whether to proceed with an Acquisition Transaction. The Parties agree that the collection, use and disclosure of "personal information" shall be restricted to the purposes that relate to the Acquisition Agreement.

If an Acquisition Transaction does not occur, Recipient shall destroy or turn over (at the option of DentalPC) to DentalPC all of the "personal information" obtained in contemplation of an Acquisition Transaction and still in the custody of (or under the control of) Recipient and shall delete all Confidential Information from all retrieval systems, data bases, and computer systems.

14. Survival. The parties acknowledge that the Evaluation Material, so long as it constitutes Confidential Information shall be in need of protection. Therefore, the obligations of the parties under this Letter Agreement, shall continue indefinitely and shall not terminate upon completion of an acquisition transaction (whether between DentalPC and Recipient or between DentalPC and some other Person).

15. Other Confidentiality Obligations. This Letter Agreement and Recipient's obligations herein are in addition to and not in substitution for or derogation of any other confidentiality obligations by which Recipient, or any Affiliate or Representative of Recipient (or any Representative of an Affiliate) are or may become bound.

16. Limitations Act. The 2 year limitation period for seeking a remedial order under Section 3(1)(a) of the Limitations Act (Alberta) and (or any other limitation established by such Act), for any claim (as defined in such Act) arising in connection with this Letter Agreement is extended to 3 years after the end of the period during which this Agreement protects the Confidential Information.

17. Severability. If any term or provision in this Letter Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed to be severable and it shall not affect or impair

the enforceability or validity of any other covenant or provision of this Letter Agreement or any part hereof.

18. Assignment. This Letter Agreement shall not be assigned by Recipient without the consent of DentalPC. DentalPC may assign the benefit of this Letter Agreement to any Person (or Persons) who acquire(s) or succeed(s) to an interest in any assets or business from DentalPC as to any Confidential Information relating to such acquired interest (an "Assignee"). Recipient agrees that any Assignee may enforce this Letter Agreement directly against Recipient without need of naming or involving DentalPC in the enforcement proceedings.

The terms of this Letter Agreement are hereby acknowledged and agreed to:

Dr. _____

Date

Schedule "A" to Confidentiality Agreement between Proposed Professional Corporation and

Dr. _____ dated _____.

DEFINITIONS

19. "Acquisition Transaction" means a transaction pursuant to which, with the agreement of DentalPC (with respect to an acquisition of assets from DentalPC) or the shareholders of DentalPC (with respect to an acquisition of shares or an interest in DentalPC) Recipient or Recipient's direct or indirect wholly-owned subsidiary:

- (a.) acquires a part of the assets of DentalPC; or
- (b.) acquires the shares of DentalPC;

20. "Affiliate" means, in respect of a Person, (i) any other Person that, directly or indirectly Controls, is Controlled by or is under common Control with the first Person or (ii) any Person that is a general partner of the first Person;

21. "Confidential Information" means the Evaluation Material and all Interpretative Material derived therefrom but excluding any information which Recipient can demonstrate (i.e. the burden of proof shall be on Recipient):

- (a.) was already in the Public Domain at the time furnished to Recipient or which subsequently becomes part of the Public Domain through no action by or reason attributable to Recipient, Recipient's Affiliates, any Representative of Recipient, or any Representative of Recipient's Affiliates; or
- (b.) was at the time of disclosure already in the possession of Recipient or any of Recipient's Affiliates or Recipient's Representatives and was not directly or indirectly acquired by Recipient or Recipient's Affiliates or Recipient's Representatives under an obligation of confidence in favor of DentalPC (whether arising by way of contract, trust, duty of confidence imposed by common law, fiduciary obligation or otherwise); or
- (c.) was received by Recipient after the time of disclosure to Recipient by DentalPC or DentalPC's Representatives from any Person who did not require Recipient to hold such information in confidence and who did not acquire such information directly or indirectly from DentalPC under any obligation of confidence (whether arising by way of contract, trust, duty of confidence imposed by common law, fiduciary obligation or otherwise);

22. "Control" means the possession, directly or indirectly, by a Person or a group of Persons acting jointly or in concert, of the power to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities or otherwise;

23. "Evaluation Material" means any information directly or indirectly obtained by Recipient prior to or after the execution and delivery of this Letter Agreement from DentalPC, DentalPC's shareholders, their Affiliates, or their Representatives relating to the business, affairs, financial position, property, undertaking, operations, or other matters concerning DentalPC (whether prepared by DentalPC, DentalPC's Representatives or otherwise) which is furnished to or otherwise obtained by Recipient (including any of Recipient's Representatives while acting for or representing Recipient) whether communicated in writing, by email or internet download, verbally, visually, by delivery of electronic media (for example disks, memory cards, etc.) or in computer readable format or by way of any other form, including (by way of illustration) without limiting the foregoing definition:

- (a.) financial statements and other financial or accounting information;
- (b.) patient/customer lists, current and anticipated customer requirements and customer data;
- (c.) information on equipment, leasehold improvements, and other assets;
- (d.) prices, price lists, pricing arrangements, pricing structures and cost data;
- (e.) shareholder lists;
- (f.) employee lists;
- (g.) lease information and lease documents;
- (h.) records, books, documents, maps, reports, sketches, photographs, graphs, drawings, and samples;
- (i.) notes, summaries, analyses, compilations and studies;
- (j.) budgets, plans and programs;
- (k.) supplier lists;
- (l.) current and proposed business opportunities and prospects;
- (m.) information concerning operations, staff (including names, backgrounds and recruiting prospects) and management;
- (n.) personnel training techniques and materials;

Evaluation Material also shall include any information, which comes to the attention of Recipient, or any Representative of Recipient during any visits or tours to the office or property locations of DentalPC whether through observation, discussion or visual inspection;

24. "Interpretative Material" means all originals, copies, reproductions, and extracts of documents, memoranda, notes, summaries, evaluations, reports, compilations, studies, analyses and other writings prepared by Recipient or any Representative of Recipient, which is based, in whole or in part, upon the Evaluation Material however stored;

25. "Person" means any natural or legal person, including a corporation, company, trust, general or limited partnership, joint venture partnership, limited liability company or other entity;

26. "Privacy Law" means the Personal Information Protection and Electronic Documents Act (Canada), Personal Information Protection Act (Alberta), Freedom of Information and Protection of Privacy Act (Alberta), the Health Information Act (Alberta), equivalent legislation in other Provinces and Territories, all regulations thereunder, and all Commissioner orders issued pursuant thereto;

27. "Public Domain" means readily accessible to the public in a written publication but does not include (a) information which is only available by substantial searching of published literature, (b) information the substance of which must be pieced together from a number of different publications and sources (i.e. a combination of data where individual parts of the data are available to the public but the combination of data is not available from a single public source), or (c) information obtainable from general public sources if such information or the information's potential value/relevance would not have been reasonably expected to come to the attention of Recipient absent the disclosure of the Evaluation Material to Recipient or Recipient's Representatives;

28. "Representative" means with respect to a Person, the directors, officers, employees, consultants, legal counsel, accountants, auditors, engineers, bankers, representatives, advisors or agents of the Person;