



COMMERCIAL REAL ESTATE SERVICES

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and agreed to for the benefit of C.E. Sanders & Company, Inc. by the undersigned party ("Receiving Party").

In consideration of the privileges granted to Receiving Party with respect to receiving certain confidential information, and for other good and valuable consideration, Receiving Party hereby agrees, for the benefit of C.E. Sanders & Company, Inc. as follows:

1. Confidential Materials. C.E. Sanders & Company, Inc. is selling a Dental, or Medical, Practice, (the "Property"). Receiving Party has requested from C.E. Sanders & Company, Inc. an information package for the Property. The information package contains documents, reports and other confidential and/or proprietary information regarding the Property. Confidential Materials, ("Confidential Materials"), as used in this agreement shall include: (a) All documents, reports, and other information relating to or in any way pertaining to the Property; (b) all information written or oral provided in response to any request from Receiving Party; and (c) all electronically produced information in any form. As used herein, the term "Confidential Materials" shall not apply to information available in public records, information that is or becomes generally available to the public because of release by C.E. Sanders & Company, Inc. or information that must be released pursuant to applicable law or a valid, final judicial or administrative order.

2. Inspection of the Confidential Materials. The Confidential Materials shall be received for use by the Receiving Party only in accordance with the following procedures: (a) the Receiving Party shall use the Confidential Materials solely to evaluate the suitability of the property for purchase; (b) the Receiving Party shall keep the Confidential Materials strictly confidential, and may disclose the Confidential Materials to its directors, officers, partners, employees, agents, advisors, attorneys, accountants, consultants, bankers, financial advisors and clients (including those of its affiliates) (collectively, "Representatives") on a "need to know" basis only; and (c) neither Receiving Party nor its Representatives shall make any reproduction of Confidential Materials (other than handwritten summaries or notes or self-generated computer records), except for the express purposes of evaluating the Property or to interest a prospective bidder in the Property. Prior to receipt of any Confidential Materials, Receiving Party shall require its Representatives to agree to be bound by the terms of this Agreement. Receiving Party agrees that it is Receiving Party's responsibility to ensure that its Representatives understand and abide by the terms of this Agreement, and Receiving Party shall be liable for any breach of this Agreement by any of its Representatives.

3. No Representations or Warranties. Receiving Party acknowledges and understands that the Confidential Materials may have been prepared by parties other than C.E. Sanders & Company, Inc. and that C.E. Sanders & Company, Inc. makes no representations or warranty whatsoever, express or implied, with respect to the content, completeness or accuracy of the Confidential Materials. Receiving Party hereby releases and shall hold harmless C.E. Sanders & Company, Inc. and its agents, employees, contractors, officers, directors, attorneys and representatives from and against all claims, demands, causes of action, losses, damages, liabilities, costs or expenses (including attorneys' fees whether suit is instituted or not) collectively, "Claims") asserted against or incurred by Receiving Party by reason of or in connection with the Confidential Materials.

4. Indemnification. Receiving Party shall defend, indemnify and hold harmless C.E. Sanders & Company, Inc. and its agents, employees, contractors, officers, directors, attorneys and representatives by C.E. Sanders & Company, Inc. as a result of any violation of, or failure to comply with, the provisions of this Agreement by Receiving Party or its Representatives. Receiving party agrees that if it shall violate any provisions of this Agreement, C.E. Sanders & Company, Inc. shall be entitled to an accounting and repayment of all profits, compensation, commissions, remuneration, or other benefits that the Receiving Party party, directly or indirectly, has realized and/or may realize as a result of, growing out of or in connection with, any such violation. These remedies shall be in addition to, and not in limitation of; any injunctive relief or other rights or remedies to which C.E. Sanders & Company, Inc. is or may be entitled to at law, in equity, or under this Agreement.

5. Default. If C.E. Sanders & Company, Inc. determines, in its sole and absolute discretion, that Receiving Party has defaulted under or has breached any provision of this Agreement, C.E. Sanders & Company, Inc. may refuse to consider a bid from Receiving Party on the Property. The rights and remedies described in this Section 5 shall be available in addition to, and not in lieu of, any other legal or equitable right or remedy to which C.E. Sanders & Company, Inc. is entitled on account of Receiving Party's default of any of the provisions of this Agreement, including, without limitation, the seeking of an injunction to prevent breaches of this Agreement and an order compelling specific performance of this Agreement. C.E. Sanders & Company, Inc. shall not be deemed to have waived any of its rights or remedies on account of its failure, delay or forbearance in exercising any such right or remedy in a particular instance.

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6. Termination. The restrictions set forth in this Agreement shall terminate upon the purchase of the Property by Receiving Party. Regardless of any purchase, however, any claim by C.E. Sanders & Company, Inc. based on (a) a breach of or default under any provisions of this Agreement or (b) the indemnification in Section 4, which claim arose from events occurring prior to such purchase, shall not be extinguished unless waived by C.E. Sanders & Company, Inc. in writing. The terms and conditions of this Agreement shall remain in full force and effect indefinitely if the Property is not acquired by Receiving Party.

7. Entire Agreement; Counterparts.

a. This Agreement represents the entire agreement between Receiving Party and C.E. Sanders & Company, Inc. relating to the receipt and use of any Confidential Materials Receiving Party may have obtained, whether prior to or after the execution of this Agreement.

b. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Receiving Party has executed and delivered this Agreement as of the _____ day of _____, 20_____.

Receiving Party:

Authorized Signature: _____

Printed Name: _____

Title: _____

Entity Name: _____

State Entity Registered in: _____ Entity Type(Inc., LLC, Sole, etc)_____

Address: _____

Email: _____

Telephone: _____