

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

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This Agreement is made this ____ day of _____, 20____, by Shea Practice Transitions, P.A., a Minnesota Corporation, with its place of business at 6750 France Avenue South, Suite #114, Edina, Minnesota ("SPT"), clients of SPT ("SPT Clients"), and _____, who has an interest in purchasing, buying into, or associating with a dental practice ("Buyer").

SPT and SPT 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 SPT Client's dental practice, which may be articulated orally or in writing ("Confidential Information").

SPT 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 whom are representing Buyer under professional privilege, without SPT and SPT Client's prior written permission. Buyer agrees to keep and protect with strict confidentiality, the Confidential Information and to prevent its unauthorized use or dissemination, except as authorized herein.
2. Buyer's Use of Confidential Information. All Confidential Information remains the property of SPT or SPT Clients and no licenses or other rights are granted or implied by this Agreement. Upon request by SPT or SPT Clients, termination or expiration of this Agreement, and at SPT's sole discretion, Buyer shall return all Confidential Information to SPT or SPT Clients and/or 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 remains even after the expiration as further provided herein.

5. Remedies. Buyer agrees and acknowledges that any unauthorized use of Confidential Information in violation of this Agreement will cause SPT or SPT Clients irreparable injury for which either may not have any adequate remedy at law. SPT and/or SPT 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 (to either SPT and/or SPT Clients) in law or equity, including but not limited to damages, costs, attorneys fees and costs of litigation.

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 all Parties.

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

9. Disclosure of Representation. Shea Practice Transitions, P.A. is representing its Client(s) only. Neither Kevin Shea, Ryan Brengman, nor Shea Practice Transitions, P.A. 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. Buyer's facsimile or electronic signature shall be deemed an original signature.

SPT:

BUYER:

Kevin A. Shea, President

(Sign full name and D.D.S. or D.M.D.)