Confidentiality Agreement

This Confidentiality Agreement, ("Agreement") dated _____ is entered into by and between the Prospective Buyer (name listed below), who wishes to evaluate confidential information regarding practice opportunities, and ADS Watson, Brown & Associates, referred to as Broker.

Prospective Buyer recognizes that any confidential information provided him/her by Broker or its representatives regarding professional practices could, if disclosed, cause damage to the individuals disclosing the information and to Broker.

Therefore, Prospective Buyer agrees that he/she will not divulge, communicate, or otherwise disclose any confidential material provided by Broker, its representatives, or clients of Broker, to anyone, including employees, customers, clients or prospective clients, with the exception of his/her spouse, accountant, and legal counsel.

Prospective Buyer further agrees that his/her spouse, accountant, and legal counsel will maintain the confidentiality of the material as well.

Confidential information shall include, but is not limited to, the following:

1. A professional intent to buy, sell, or associate.

2. Any financial data provided Prospective Buyer by Broker, its representatives, or clients, which may include such items as value of practice under consideration, income statement or balance sheets, Internal Revenue Service returns, and any other personal financial data or practice reports.

3. Any personal information provided Prospective Buyer by Broker, its representatives, or clients, which may include such items as data regarding lawsuits, pending lawsuits, malpractice suits, or other items personally pertaining to the principals in these transactions.

4. Patient or client lists made known to Prospective Buyer during negotiations.

Prospective Buyer shall not contact any staff member of an owner disclosed to Prospective Buyer by Broker without the express permission of the owner. Prospective Buyer agrees to return any and all information provided to Prospective Buyer to Broker immediately upon request.

In addition, Prospective Buyer acknowledges the following:

1. Broker is a transactional agent and does not have any fiduciary duties to Prospective Buyer.

2. Information provided by Broker is provided by the Seller and is not audited by Broker. Broker makes no claims as to the reliability of any such data.

3. It is Prospective Buyer's sole responsibility to conduct his/her own due diligence and confirm the accuracy of all information provided to Prospective Buyer by the owner and Broker prior to any purchase. No responsibility is taken by Broker for changes in market conditions and/or the condition of the practice(s) and no obligation is assumed by Broker to revise or update data or reports to reflect events or conditions which occur subsequent to the dates such information is prepared. No warranty is made by Broker as to the future success of any practice and it is understood that any changes in the operation of a practice after a change of ownership occurs may negatively impact the successful performance and profitability of the practice.

4. Prospective Buyer indemnifies and holds Broker harmless for any claim, loss or damages including expense of defense arising from any transaction agreed to by Prospective Buyer, including but not limited to court costs, reasonable attorneys' fees and investigation expenses which, in any manner, arise out of or result from any practice purchase, employment, or affiliation;

5. Prospective Buyer is advised prior to any purchase, to review all financial and tax records of any practice, as well as personally perform a patient chart audit (subject to HIPAA regulations), determine patient count, review insurance plans, review HMO contracts, and any other information needed by Prospective Buyer;

6. Prospective Buyer acknowledges that Broker is not an accounting firm and not a legal firm. Prospective Buyer has been advised to retain the services of competent and experienced legal counsel to review all agreements and other documents to be executed in connection with the sale/affiliation. Advice or opinion on the advisability of entering into a transaction shall be provided by Prospective Buyer legal counsel.

7. Prospective Buyer has been advised to retain the services of an accountant to evaluate the data and the terms of the affiliation or sale including any tax liability resulting from such sale/affiliation.

8. All information provided to Broker by Prospective Buyer is true and correct to the best of Prospective Buyer knowledge, and may be presented to the owner of any practice under consideration for employment or acquisition by Prospective Buyer;

9. Upon completion of a transaction with Prospective Buyer, Broker shall be permitted to print, publish and mail its usual and customary professional announcement of the transaction;

10. Prospective Buyer hereby acknowledges and agrees that any violation of this Agreement may cause permanent, irreparable damage for which no adequate remedy exists, and in the event of any such violation, the affected party shall have the right to petition any court of competent jurisdiction for injunctive or any other equitable relief and/or specific performance hereof. Each party hereby waives, and covenants not to assert, any defenses against an action for any such relief with respect to such violation based on a claim that such relief is inappropriate.

This Agreement shall constitute the only agreement between Prospective Buyer and Broker with respect to the subject matter, and shall supersede all prior agreements or understandings. This Agreement may only be modified or amended in writing and signed by both parties. This Agreement shall be enforced in accordance with the laws of the state of Texas.

In Witness Whereof, the parties have caused this Agreement to be executed the day and year first above written.

Prospective Buyer: **Broker:**

_____   _____
(Print Name)   **(Signature)**

                                                        ADS Watson, Brown & Associates
_____   Telephone: 469-222-3200
(Signature)   Fax: 800-549-5170

_____
(Email address)

_____
(Mobile Phone)

_____
(Street Address)

_____
(City, State, Zip Code)