

Pacific Professionals Inc.
CONFIDENTIALITY AGREEMENT

PACIFIC PROFESSIONALS INC., hereinafter referred to as "Broker", in connection with the possible acquisition of ANY VETERINARY PRACTICE(S) AND ANY APPLICABLE REAL ESTATE, hereinafter collectively referred to as the "Property," will furnish propriety information which may include advertising and marketing materials, prospects for the future growth, financial summaries, income information, balance sheets, management systems, operating formats, sourcing information, client lists, employee information, vendor information and any other company data, which may assist undersigned, hereinafter also referred to as "Buyer" in the completion of its due diligence, enter into this Confidentiality Agreement, hereinafter referred to as "Agreement."

All such financial, intellectual/proprietary and other information concerning the Property is proprietary and confidential and it is the nature of trade secrets which, if disclosed to any person(s) not a party to this Agreement, would result in substantial damages to the Property.

In consideration for Broker providing information relative to the Property received by the undersigned from Pacific Professionals, Inc., I hereby agree as follows:

1. Not to reveal to anyone, except immediate advisory and fiduciaries, my employees or agents, who have a need to know, that the Property disclosed by Broker is for sale and contains proprietary information. I will advise my immediate advisors and fiduciaries, my employees or agents to respect this Confidentiality Agreement. I also will take reasonable precautions against disclosure by my employees of the proprietary information including, but limited to, advising them in writing of the restrictions set forth in this agreement.
2. All proprietary information furnished will be deemed confidential except information which is generally available to the public or is already in my possession. The information presented will not be used in any way for personal benefit other than the purchase of said Property.
3. To evaluate all information within a reasonable time period. If I decide not to pursue the proposed transaction, I will promptly advise Broker of this fact and return all proprietary information without retaining copies or extracts thereof.
4. **NOT TO CONTACT THE PROPERTY OWNER(S), EMPLOYEES, INCLUDING BUT NOT LIMITED TO ASSOCIATE DOCTORS, RELIEF DOCTORS, SUPPORT STAFF, SUPPLIERS, COMPETITORS, ATTORNEY, ACCOUNTANT, OR CLIENTS EXCEPT THROUGH BROKER, WHO I HEREBY ACKNOWLEDGE TO BE THE AGENCY PROVIDING CONTACT.**
5. That, until permission is specifically granted by Broker, all communications between BUYER and SELLER will be handled through Broker.
6. That, although certain information has been included which I consider to be relevant, I understand that Broker makes no representation or warranty (implied or expressed) as to its accuracy or completeness. I agree to perform due diligence to my own satisfaction.
7. To authorize Broker to obtain a current credit report on my credit. The seller requires this prior to Broker disclosing the location of the Property and prior to the release of confidential information.
8. To provide my financial statements when requested. These will only be requested when

Buyer has identified a specific Property to purchase.

- 9. That, Broker is the listing agent representing the seller for the purpose of selling the Property. As a matter of practice, in most of its transactions, Broker acts as a **dual agent**, under California real estate law, when Buyer and seller give written approval.
- 10. That Broker agrees not to reveal to anyone other than the officers, employees and consultants of Broker, any conversations or correspondence held with the undersigned regarding this potential transaction.
- 11. This Agreement represents my entire understanding between the parties with respect to its subject matter and supersedes all prior communications, agreements and understandings relating to the property thereto. This Agreement may not be modified, amended, or waived by me except by written instrument executed by Broker and the undersigned. This Agreement shall be deemed to be an agreement made under, and to be construed and governed by the laws of the State of California, exclusive of its choice of law rules. I expressly agree that any and all disputes arising out of or concerning this Agreement shall be litigated and adjudicated exclusively in state and/or federal courts located within the County of Ventura, State of California, and each party consents and submits to such jurisdiction.
- 12. This Agreement is effective upon my signing. All obligations undertaken respecting the confidentiality and proprietary information disclosed hereunder shall survive even if I do not acquire the Property.
- 13. If any provisions of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties intent in agreement to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____ 2011

Name: _____ Name: _____

SS#: _____ DOB: _____ SS#: _____ DOB: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

E-mail: _____ E-mail: _____

Do you check your email on a daily basis? yes no Do you check your email on a daily basis? yes no

Broker: Pacific Professionals, Inc.

Phone: 805-524-3195

Fax: 805-524-3192

Email: pacproinc@aol.com

Signature: Ellie Wattles, DVM
Ellie Wattles, DVM President