

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** ("Agreement") is entered into as of the date of submission set forth below ("Submission Date"), by and between the undersigned (the "Receiving Party") and the Henry Schein Professional Practice Transitions entity set forth immediately below ("HSPPT"). If any one of the practice or associateship opportunities subject of this Agreement is or will be found in (or is reasonably expected to be found in) California, the HSPPT party to this Agreement shall be Henry Schein PPT, Inc., a Wisconsin corporation. Otherwise, the HSPPT party to this Agreement shall be Henry Schein Financial Services, LLC, a Delaware limited liability company.

- General.** In connection with the evaluation or pursuit of a potential or existing business transaction between the parties regarding practice purchase or sale opportunities (including identities of potential purchasers or sellers), potential associate candidates, and/or associateship opportunities, each as may be presented by HSPPT (each of the foregoing, and collectively, the "Permitted Use"), HSPPT may from time to time disclose to the Receiving Party (either directly or through one or more third parties) certain Confidential Information as defined below.
- Confidential Information.** "Confidential Information" means information of any type or form (whether visual, written, oral, electronic, photographic, or otherwise) disclosed in connection with the Permitted Use (either intentionally or unintentionally) by HSPPT or one of its affiliates or Representatives (as defined below) or a third party to the Receiving Party or one of its affiliates or Representatives, regardless of whether such information is marked or indicated as being confidential. Confidential Information includes, but is not limited to, all information of a financial, business, marketing, sales, operational, organizational, personnel, patient, or legal nature.

Confidential Information shall not, however, include any information that, as shown by competent proof (i) is publicly known or generally available in the public domain prior to the time of disclosure by HSPPT to the Receiving Party, (ii) becomes publicly known or generally available in the public domain after disclosure by HSPPT to the Receiving Party through no action or inaction of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by HSPPT as shown by the Receiving Party's written or electronic records existing immediately prior to the time of such disclosure, (iv) is obtained by the Receiving Party from a third party that may lawfully disclose such information without breaching any obligation of confidentiality applicable to such third party or (v) is independently developed by the Receiving Party without use of or reference to HSPPT's Confidential Information (as shown by the Receiving Party's independent contemporaneous written records).
- Non-disclosure; Non-use.** Except as expressly permitted by this Agreement otherwise, the Receiving Party agrees to and shall not disclose or use any Confidential Information for any purpose other than in connection with the Permitted Use. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees, officers, directors, agents, and advisors (including attorneys, accountants, consultants, and financial advisors) (collectively, "Representatives") to whom such disclosure is reasonably necessary in furtherance of the Permitted Use. The Receiving Party shall take all appropriate action to ensure that its Representatives comply with all obligations under this Agreement as if such persons or entities had been parties to this Agreement.
- Maintenance of Confidentiality.** The Receiving Party shall protect and maintain the secrecy of the Confidential Information of HSPPT using measures at least as protective as those it takes to protect its own confidential information, but in any event using at least reasonable measures. The Receiving Party acknowledges that both (i) the fact that the parties are discussing a potential or existing business transaction and (ii) the status and content of such discussions are confidential, and shall not be disclosed by the Receiving Party or its Representatives to any third party without the prior written consent of HSPPT (except that the Receiving Party may disclose such information to the same extent and subject to the same limitations hereunder that it may disclose Confidential Information hereunder).
- No Obligation/Warranty.** Nothing in this Agreement shall obligate either party to proceed with any transaction or other business activities between them or to provide or disclose any Confidential Information, and each party reserves the right in its sole discretion to terminate the discussions or other activities contemplated by this Agreement or the Permitted Use. All Confidential Information is provided "as is," and HSPPT makes no representations or warranties (either express or implied) of any kind with respect to any Confidential Information. HSPPT shall have no liability to the Receiving Party relating to or resulting from any errors, inaccuracies, or omissions in the Confidential Information. Receiving Party has the sole responsibility to conduct its own due diligence prior to any transaction in connection with the Permitted Use.
- Owner's Permission to Contact Staff.** If HSPPT in connection with a Permitted Use refers the Receiving Party to an owner of a professional practice, the Receiving Party shall not contact any staff member of such practice without such owner's express written permission.
- Return of Materials.** All documents and other tangible objects (including electronic media) containing or representing Confidential Information that has been disclosed to the Receiving Party, and copies and summaries thereof and reports or other works derived therefrom, shall be and remain the property of HSPPT and shall, at HSPPT's written request, be promptly returned to HSPPT.
- Term.** This Agreement shall govern all communications between the parties, and the obligations hereunder with respect to Confidential Information shall survive for so long as such information is considered Confidential Information hereunder.
- Governing Law.** This Agreement shall be governed by the laws of the state of New York without reference to conflict of laws principles.
- Third-Party Beneficiary.** The professional practice whose Confidential Information is disclosed pursuant to the terms of this Agreement is a third-party beneficiary of this Agreement and shall have the right to enforce it.
- Customary Announcement.** Upon completion of a Permitted Use transaction with the Receiving Party, HSPPT is permitted to print, publish, and/or mail its usual and customary announcement of the transaction.
- No Joint Venture.** Nothing in this Agreement shall be construed to create, constitute, give effect to, or otherwise imply a joint venture, partnership, agency, or employment relationship of any kind between the parties.
- Waiver.** No failure or delay by HSPPT in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- Indemnification.** The Receiving Party shall indemnify and hold HSPPT harmless from all third-party claims, demands, liabilities, losses, costs, damages, and expenses (including reasonable attorney's fees) arising out of any disclosure or use of the Confidential Information by the Receiving Party.
- Remedies.** The Receiving Party acknowledges that HSPPT will not be adequately compensated by money damages in the event of the Receiving Party's breach of any of the provisions of this Agreement, and that HSPPT, in addition to any other right or available remedy, is entitled to an injunction or other equitable relief restraining such breach or any threatened breach and to specific performance of any provision of this Agreement, without the necessity of posting bond.

Printed Name: _____ Signature: _____ DDS DMD

Company and Title (if applicable): _____ Date: _____ Dental School Graduation Year: _____

Email: _____ Phone: _____ Dental License State(s) and Number(s): _____

Address: _____ City: _____ State: _____ Zip: _____

Cities / Areas of Interest: _____