

CONFIDENTIALITY AGREEMENT

This Agreement is between _____ D.D.S., and _____
(Employee).

_____, D.D.S. ("Dr. _____") is engaged in a profession where the patients expect and the law provides that the information disclosed to, obtained by and created by Dr. _____ in relation to the patients is to remain at all times confidential and privileged. Additionally, all proprietary information related to Dr. _____'s dental practice, including fee lists, accounts receivable, accounts payable, etc., is strictly confidential. Protecting the confidentiality of all the above information is Dr. _____'s responsibility as well as the responsibility of all of Dr. _____'s employees. The undersigned Employee acknowledges and accepts this responsibility and obligation.

Dr. _____ receives and/or records confidential and proprietary information regarding patients via telephone, facsimile, United States Postal Service deliveries or other tangible documents such as letters, notes, memoranda, checks, insurance forms, and dental records. The confidential information also includes, but is not limited to, patient lists, patient files, financial information contained in ledgers or other tangible records, on computers, computer disks and computer print-outs, and in the form of checks or other payments, invoices or billings of any kind.

The Employee agrees that, except as expressly directed by Dr. _____, he or she will not use, disclose (verbally or otherwise) or facilitate the discovery by any person, of any confidential and/or proprietary patient and/or dental practice information accessible to or by the Employee, whether during the Employee's employment or any time after his or her employment terminates, for any reason.

Employee shall not physically or electronically remove from the dental office of Dr. _____ any such confidential or proprietary information, and the Employee agrees to return to Dr. _____ all confidential and proprietary information which may be in the possession of the Employee, including all copies, abstracts or portions thereof, upon termination of employment.

The parties agree that if the Employee violates any of the terms of this Agreement, Dr. _____ will be irreparably harmed, and that harm cannot be reasonably and adequately compensated in damages in an action at law. In the event of such violation or the threat of such violation, Dr. _____ shall be entitled to injunctive relief to prevent or correct violations of this Agreement, and Employee agrees to indemnify and hold Dr. _____ harmless from any and all liability, cost and expense, including attorney's fees, as a result of any such violation of this Agreement.

DATED: ____, 200__

_____(Witness) _____(Employee)