

Non-Disclosure Agreement

This Agreement made this _____ day of _____, 20____, by and between Dr. _____, hereinafter referred to as "DOCTOR" and Summit Dental Consultants, LLC, hereinafter referred to as "SDC", in consideration of the mutual covenants and/or conditions contained herein, the parties hereto do hereby covenant and agree as follows:

1. SDC agrees to and shall, from time to time, share, lend and/or provide various confidential information to DOCTOR in connection with the sale of dental practices through SDC.

2. DOCTOR understands and agrees that any and all information provided to DOCTOR by SDC at any time is confidential ("Confidential Information") and may not be used and/or revealed to any third party in any manner, except as authorized, in advance, in writing by SDC.

3. DOCTOR agrees that it will not directly or indirectly, in whole or in part, disclose, use, disseminate, or in any manner publish and/or provide to any person, firm, partnership, association, corporation, business organization, entity or enterprise for any reason or purpose whatsoever, SDC's confidential information mentioned herein and/or attached hereto.

DOCTOR shall not make and/or have any claim, right or ownership interest in and to any of the confidential information referred to herein.

4. The confidential information enumerated and/or disclosed hereunder and/or herein and/or in any of the attachments hereto and/or furnished and/or delivered in connection herewith, at any time, are understood and agreed to by DOCTOR, as evidenced and acknowledged by the signature hereto, to be strictly personal, privileged and/or confidential disclosures in nature and which is furnished and/or provided to DOCTOR and/or to DOCTOR'S professional advisors designated and/or furnished herein solely for the limited purpose of DOCTOR'S contemplation and/or consideration of a proposed purchase of a dental practice through SDC.

5. DOCTOR acknowledges and agrees that the information furnished and/or enumerated in this document and/or the attachments thereto, etc, is confidential in nature and are the exclusive property of SDC and the Selling Dentist.

6. DOCTOR agrees that neither it or its professional advisors, to whom DOCTOR furnishes and/or shares any and/or all of the referenced confidential information and/or material and/or the information herefrom, will use and/or make any copy and/or copies of the within described information and/or the attachments without the prior written consent and approval of SDC and the Selling Dentist.

7. DOCTOR covenants and agrees to forthwith return all of the aforementioned confidential information and/or attachments, etc. to SDC, upon demand, in the event that the sale of the dental practice contemplated herein is not finalized, completed and/or pursued by DOCTOR to completion.

8. DOCTOR agrees by the execution of this Agreement to receive Confidential Information concerning dental practices and/or businesses in accordance with the full terms and/or conditions this Agreement.

9. This Agreement constitutes the entire Agreement with respect to any Confidential Information furnished and/or provided by SDC and supersedes any and all prior understandings, representations or Agreements.

10. This Agreement shall be governed by the Laws of the Commonwealth of Kentucky.

11. For the purposes herein, "Confidential Information" shall include, without limitation, and and/or all information relating to the dental practice operations, employees, personnel and/or business relationships, proprietary, unpublished data and/or documents describing inventions, secret processes, technical information, methods, research and other "know how", patients and/or prospects, the terms and/or conditions of sales and practices, business plans and/or financial information, technical knowledge relating to patient requirements, and knowledge of markets for business products.

All "Confidential Information" disclosed hereunder and/or as described in the attachment hereto is a valuable, special and unique asset of the Selling Dentist's practice or business, the disclosure of which would cause immediate irreparable injury, loss and/or damage to the Selling dentist, his business and/or to the dental practice.

12. The undersigned covenants and agrees to all of the aforementioned this _____ day of _____, 20____.

Dr. _____ (print)

Summit Dental Consultants, LLC
Denise F. Simmel, President

CONFIDENTIAL INFORMATION

1. Any statement, from the first of the present or any prior year to date, which indicates all of the gross revenues and/or the expenses of the Selling dentist's practice.
2. Any balance sheet(s) reflecting the current assets and/or liabilities of the Selling dentist's practice.
3. Any estimates of the present fair market value of all of the corporate and/or dental practice equipment, including the date of acquisition and the original cost(s) thereof.
4. Any estimate(s) of the present value and/or the replacement cost of all useable clinical supplies and/or dental instruments, as determined by an itemized inventory by an authorized and designated, in writing, staff member.
5. Any statement of monthly receipts from the practice, with a breakdown by dentists and hygienists for each of the last three (3) years and for the present year to date hereof.
6. Any statement of monthly and/or annual costs for the real estate rental, utility charges, gas, electric, real estate taxes, real estate insurance, maintenance charges, etc. for the rental premise and/or the dental practice.
7. Any annual income (revenue) statements and the sources of revenue for the last three (3) years, including a breakdown of other practice expenses.
8. Any copies of income tax returns for the last three (3) years.
9. Any statement(s) of the amounts and duration of any delinquent accounts and/or all accounts receivable for past three (3) years.
10. Any list(s) of dental practice expenses for general insurance, employee benefits, payroll taxes, practice reimbursements and/or telephone expenses, etc.
11. Any valuation(s) and cash flow projection(s) of the practice as the same relates to the sale of the Selling dentist's practice.