

MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (the “Agreement”), dated as of _____, _____, is by and between [_____], and Nashville Dental Inc. (each a “Party” and all, collectively, the “Parties”).

RECITALS:

The Parties have shared and are interested in continuing to share certain information concerning themselves and each other that each considers to be non-public, confidential or proprietary in nature. In order to induce each Party to make this information available to the other, each Party is willing to share such information upon, and to abide by, the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the Parties do hereby agree as follows:

Section 1. Definition of Confidential Information.

For purposes of this Agreement, the term “Confidential Information” means all technical and business-related information, ideas, concepts and materials disclosed in any manner by or on behalf of one Party to the other Party that (i) is designated as confidential at the time of disclosure, or (ii) the receiving Party knows, or would reasonably understand to be, considered to be confidential to the disclosing Party or to a third party to whom the disclosing Party has an obligation of confidentiality. Confidential Information shall in all events include all information of the disclosing Party, or such third party, which is or relates to: patient and vendor lists, sales lists, invoices, confidential selling and profit information, finances, earnings, volume of business, outlets, methods, products or services under development, systems, practices, plans, third-party payor agreements, trade knowledge, and trade know-how, analyses, compilations, forecasts, studies, or any other information in whatever format, prepared or furnished by a Party, its agents and representatives, including attorneys, accountants, and/or financial advisers of a Party.

Section 2. Confidentiality of Information.

All Confidential Information received by one Party from the other shall be kept confidential and shall not, without the prior written consent of the delivering Party, be used by the receiving Party for the benefit of any person other than the disclosing Party or disclosed by the receiving Party, its agents, representatives, or employees in any manner whatever, in whole or in part, to any person or entity who is not a Party to this Agreement. Each receiving Party shall be responsible to the delivering Party for any breach of this Agreement by itself, its agents, representatives, or employees.

Section 3. Return or Destruction of Confidential Information.

All copies of the Confidential Information shall be returned to the delivering Party by the receiving Party immediately upon the delivering Party's written request therefor or, alternatively, shall be destroyed upon the request of the delivering Party and any the contents of the Confidential Information and oral Confidential Information shall continue to be subject to the terms of this Agreement. Such destruction of Confidential Information shall be confirmed in writing by the receiving Party.

Section 4. Information Not Covered by Agreement.

The term Confidential Information shall not include such portions of the Confidential Information as:

- 4.1. Are or become generally available to the public other than as a result of a disclosure by the receiving Party;
- 4.2. Become available to the receiving Party on a non-confidential basis from a source other than the delivering Party (or an agent thereof) that is not prohibited from disclosing such Confidential Information to the receiving Party by a legal, contractual or fiduciary obligation to the delivering Party;
- 4.3. Was in the receiving Party's rightful possession, without restriction as to use or disclosure, prior to receiving it from the disclosing Party; or
- 4.4. Is or was independently and demonstrably developed by the receiving Party without violating its obligations hereunder.

Section 5. Disclosure Under Legal Compulsion.

In the event that a receiving Party becomes legally compelled to disclose any Confidential Information, the receiving Party shall provide the delivering Party with prompt notice and reasonably cooperate so that the delivering Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or that the delivering Party waives compliance with the provisions of this Agreement, the receiving Party agrees that it shall furnish only that portion of the Confidential Information that it is advised by opinion of counsel that it is legally required to disclose and, further, shall reasonably cooperate with disclosing Party's efforts to obtain reasonable, reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

Section 6. Injunctive Relief.

The receiving Party acknowledges that remedies at law may be inadequate to protect the delivering Party against the breach of this Agreement, and in the event of breach, the receiving Party hereby consents in advance to the granting of injunctive relief in favor of the delivering Party without the need of proof of actual damages.

Section 7. Entire Agreement; Amendments.

This Agreement, including the exhibits, schedules, lists and other documents and writings referred to herein or delivered pursuant hereto, all of which form a part hereof, contains the entire understanding of the Parties with respect to its subject matter. It merges and supersedes all prior and/or contemporaneous agreements and understandings between the Parties, written or oral, with respect to its subject matter and there are no restrictions, agreements, promises, warranties, covenants or undertakings between the Parties with respect to the subject matter hereof other than those expressly set forth. This Agreement may be amended only by a written instrument duly executed by all Parties or their respective heirs, successors, assigns or legal personal representatives.

Section 8. Waiver of Breach.

No covenant or condition of this Agreement can be waived except by the written consent of the Parties. Forbearance or indulgence by either Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Party to which the same may apply and, until complete performance of said covenant or condition, said Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

Section 9. Notices.

All notices, offers, requests, demands, and other communications pursuant to this Agreement shall be given in writing by personal delivery, by prepaid first class registered or certified mail properly addressed with appropriate postage paid thereon, by facsimile transmission, or by UPS, FedEx or other recognized, reputable overnight courier and shall be deemed to be duly given and received on the date of delivery if delivered personally, on the second day after the deposit in the United States Mail if mailed, upon acknowledgment of receipt of electronic transmission if sent by facsimile transmission, or upon delivery if by UPS, FedEx or other recognized, reputable overnight courier. Refusal to accept delivery or service shall constitute immediate notice. Notices shall be sent to the parties at the following address set out below the signature of each, below

Section 10. Captions and Headings.

The section and paragraph captions and headings contained in this Agreement are for included reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 11. Governing Law; Forum; Service of Process.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding any conflict-of-laws rules or principles that might refer the governance or the construction of this Agreement to the law of another jurisdiction. This Agreement and its subject matter have substantial contacts with Tennessee, and all actions, suits,

or other proceedings with respect to this Agreement shall be brought only in the Business Court of Davidson County, Tennessee, or, if such court is not available, another court of competent jurisdiction sitting in Davidson County, Tennessee, or in the United States District Court having jurisdiction over that County. In any such action, suit, or proceeding, such court shall have personal jurisdiction of all of the Parties hereto, and service of process upon them under any applicable statutes, laws, and rules shall be deemed valid and good.

Section 12. Authorization.

Each individual executing this Agreement on behalf of a legal entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with a resolution of the governing body of that entity duly adopted in accordance with the governing documents of said entity; that this Agreement is binding on said entity in accordance with its terms; and that this Agreement is not in violation of or inconsistent or contrary to provisions of any other agreement to which such entity is a Party.

Section 13. Counterparts; Facsimile or Electronic Signatures; Electronic Storage.

This document may be executed in multiple counterparts with the same effect as if the signatories executing the several counterparts had executed a single document and all such executed counterparts shall together constitute one and the same instrument. Signatures submitted by facsimile or other electronic means shall be accepted as originals in the absence of a valid reason to doubt their authenticity. The original of this document, including any and all signature page(s), may be scanned and stored in a computer database or other electronic format and the original(s) destroyed, and any printout or other output readable by human sight, the reproduction of which accurately reproduces the original of this document, may be used for any purpose as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF THE Parties have caused this Agreement to be executed by themselves or their duly authorized representative as of the day and year first set out above.

Nashville Dental Inc.

By: _____,

[_____]

Date:

By (Print Name Here): _____

Sign Here: [_____]

Date: _____