

VENDOR NON-SOLICITATION AGREEMENT AND NON-DISCLOSURE AGREEMENT

It is the policy of Kenneth Wilstead, DMD, PA (hereinafter referred to as the "Practice"), to not allow the solicitation of its own business by any vendors or third parties (including the solicitation of business from any of the Practice's patients), inside the confines of its office locations, and if allowed by the Practice, agrees to the non-disclosure of any information that it may become privy while inside the confines of the practices..

Under certain circumstances, the Practice, in its own unfettered discretion, may allow vendors or third parties to solicit business from the Practice, but never its patients. In the event that the Practice agrees to allow solicitation of its business, the vendor or third party must agree to abide by the following rules and procedures, as outlined below.

1. The Vendor or third party, if first allowed by the Practice to solicit its business, agrees to promptly (before engaging in any solicitation), sign verification documentation (provided by the Practice), in order to verify the identity of the vendor or third party. Such verification may include running a background check on the person wanting to solicit business. Upon the verification documentation being processed, the vendor or third party is not allowed to solicit any business.
2. Once the verification documentation comes back, if the Practice, in its own unfettered determination, is satisfied with the results, the vendor or third party will be promptly notified by an employee of the Practice, and at that time, the vendor or third party may come to the office and solicit business from the Practice.
3. If the vendor or third party is allowed to solicit business from the Practice, they agree that they are privy to confidential information, and agree to the non-disclosure of such confidential information.

Non-Disclosure: The vendor or third party acknowledges and agrees that they may become privy or have access to Confidential Information, which includes, but is not limited to:

- a. Corporate and personal information regarding the Practice or its patients, including protected health care information of the Practice's patients.
- b. Executive summaries, business plan(s), financial statements, internal memoranda, reports, and other materials or records of a proprietary nature. Records and policy matters relating to finance, accounting, personnel, management, operations and social responsibility plans;
- e. Information and materials relating to purchasing, pricing, marketing and accounting, including, but not limited to, marketing plans, sales data, unpublished promotional materials, cost and pricing information and customer lists;
- f. Any and all information concerning current, future or proposed products and services, including, without limitation, unpublished computer code (both source code and object code), drawings, specifications, notebook entries, technical notes and graphs, computer print-outs, technical memoranda and correspondence, product development agreements, and related agreements;

- i. Any information related to the disclosing party's intellectual property rights;
- j. Information of the type described, but not specifically set forth, above which are treated as confidential information by the Practice, whether or not owned or developed by them.

Obligation of Confidence: The vendor or third party agrees that all Confidential Information whether in the form of data, reports, models, samples and regardless of how communicated or recorded, received from the Practice is confidential and proprietary and will be kept as such. The vendor or third party shall take all necessary steps to ensure that their agents, officers, employees, contractors and consultants are made aware of, and agree to be bound by, the terms of this Agreement.

The Vendor or third party shall protect the Confidential Information in the same manner that it uses to protect its own Confidential Information, but in no case less than a highly reasonable standard of care.

Use and Restrictions on Use. The vendor or third party shall use all the Confidential Information in confidence solely in connection with the Release of Information and for no other purpose whatsoever. The provisions of this Agreement are a material inducement to the Practice to provide access to the Confidential Information to the vendor or third party

In furtherance of the foregoing, the vendor or third party of any Confidential Information shall not:

- a. Make any other use of the Confidential Information (including, without limitation, any commercial use of the Confidential Information) except as expressly authorized by the Practice in writing;
- b. Disclose, permit or cause to be disclosed the Confidential Information to any person except besides the vendor or third party.
- c. Reproduce or duplicate any Confidential Information.

No Rights Conferred: Neither this Agreement nor the exchange of any Confidential Information pursuant to the terms of this Agreement or otherwise confers any right, title, license or interest upon the vendor or third party to any Confidential Information. Ownership of and the rights in relation to the Confidential Information shall remain with the Practice which disclosed it and no license or right of use of the Confidential Information is granted except as specifically set out above.

Return of Confidential Information: Within fifteen (15) working days of receiving a written request by the Practice, the vendor or third party shall return all originals and all copies of the Confidential Information, including extracts, notes or other documents or materials derived from it which contain Confidential Information, to the disclosing party and delete or destroy any electronic copies of any Confidential Information.

This agreement is governed by and shall be construed in accordance with the laws of the State of Texas, with the exclusive jurisdiction being in Dallas County Texas.

I HAVE FULL READ AND UNDERSTAND OF THE CONTENTS OF THIS AGREEMENT BEFORE SIGNING IT. AND, THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED

Vendor Third Party Signature: _____

Printed Name: _____

Date: _____