

NONDISCLOSURE AGREEMENT

This NONDISCLOSURE AGREEMENT (“this Agreement”) is entered into, and shall be effective, as of the ____ day of _____, 200__ (the “Effective Date”), by and between _____, a _____ corporation with its principal place of business located at _____, _____ (“Disclosing Party”), and **Dentcubator, LLC**, a Delaware limited liability company with its principal executive offices located at 292 Musterfield Road, Concord, Massachusetts 01742 (“Dentcubator”).

WHEREAS, the parties to this Agreement are interested in entering into discussions concerning a possible strategic transaction between them (the “Proposed Transaction”);

WHEREAS, in order to evaluate the advisability of the Proposed Transaction, Dentcubator believes that it needs to receive and analyze certain confidential information of Disclosing Party and its business, including technical, financial, operational, and other information concerning Disclosing Party and its business; and

WHEREAS, Disclosing Party is willing to make such information available to Dentcubator only for the purpose of analysis in connection with the Proposed Transaction and subject to the confidentiality and nondisclosure provisions contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a condition to Dentcubator's receipt of information from Disclosing Party, the parties hereto hereby agree as follows:

1. Disclosing Party’s Confidential Information. Dentcubator acknowledges and agrees that all information made available by Disclosing Party to Dentcubator in connection with the Proposed Transaction, whether furnished before or after the Effective Date, whether or not marked or otherwise designated as confidential, and regardless of the manner in which such information has been, or shall be, furnished, including, without limitation, any and all collected data, research, financial information, technical data, trade secrets, methods, methodology, know-how, vendor lists and information, sales, marketing and business plans, operating procedures and techniques, personnel data and agreements, and whether or not such information is oral, written, printed, contained on computer disc, electronically transmitted, sent by telecopy or otherwise represented, is, and shall remain, the confidential and proprietary information of Disclosing Party (“Disclosing Party’s Confidential Information”). The term “Disclosing Party’s Confidential Information” as used herein also includes (a) the fact that the parties may be or are engaged in discussions regarding the Proposed Transaction and any proposed terms or conditions of or relating to the Proposed Transaction, and (b) any and all analyses, compilations, studies, or other documents or records prepared by Dentcubator or any of Dentcubator's affiliates, employees, representatives, agents, or advisors that contain or otherwise reflect or are generated from Disclosing Party’s Confidential Information.

2. No Use or Disclosure. During the term of this Agreement, which shall commence on the Effective Date and end three (3) years from the Effective Date, Dentcubator shall hold in strict confidence Disclosing Party’s Confidential Information and shall use Disclosing Party’s Confidential Information solely for the purpose of analyzing and evaluating the Proposed Transaction. During the term of this Agreement, Dentcubator shall not, directly or indirectly, (a) use, or permit any other person or entity to use, any of Disclosing Party’s Confidential Information for, or in connection with, any business of Dentcubator or any other business, or for any purpose other than the analysis and evaluation of the Proposed Transaction contemplated hereby, or (b) disclose or permit the disclosure of any of Disclosing Party’s Confidential Information to any person or entity other than Dentcubator's employees, representatives, or agents, including, without limitation, Dentcubator’s financial, legal, or other professional advisors, whose knowledge of the Proposed Transaction and access to Disclosing Party’s Confidential Information are required in order to perform their duties in connection with the analysis and evaluation of the Proposed Transaction and who either (i) have executed and delivered to Dentcubator a confidentiality agreement pursuant to which they are obligated to maintain in confidence the confidential information of third parties to the same degree as they are obligated to maintain in confidence the confidential information of Dentcubator, or (ii) agree to comply with the confidentiality, nondisclosure, and non-

use provisions of this Agreement. Dentcubator shall be responsible for any breach of any provision of this Agreement by its employees, representatives, or agents.

3. Return of Documents; Duplication. Dentcubator shall deliver to Disclosing Party, promptly after written request therefor by Disclosing Party, any and all of Disclosing Party's Confidential Information heretofore or hereafter obtained by Dentcubator from Disclosing Party or any of Disclosing Party's affiliates or representatives in connection with the Proposed Transaction, and any and all copies, reproductions, and summaries thereof. Any portions of Disclosing Party's Confidential Information that consist of analyses, compilations, studies, or other documents or records prepared by Dentcubator shall be (a) delivered to Disclosing Party, (b) held by Dentcubator and kept confidential subject to the terms of this Agreement, or (c) destroyed. Dentcubator shall not duplicate, reproduce, summarize, photocopy, or in any other way create copies or renderings of any of Disclosing Party's Confidential Information, other than for the purpose of analyzing and evaluating the Proposed Transaction, without Disclosing Party's prior express written consent.

4. Compliance. Dentcubator agrees to use the same degree of care to protect Disclosing Party's Confidential Information as Dentcubator uses to protect its own confidential information; *provided*, that, without in any way limiting any other obligation or liability of Dentcubator under this Agreement, Dentcubator shall take all appropriate action to prevent the unauthorized use or disclosure of Disclosing Party's Confidential Information and shall take all commercially reasonable precautions to protect and maintain the confidentiality of Disclosing Party's Confidential Information.

5. Information Not Deemed Confidential. This Agreement shall not apply to any portion of Disclosing Party's Confidential Information that (a) Dentcubator proves that Dentcubator derived from information in the public domain or without assistance of, or reference to, anything disclosed as part of Disclosing Party's Confidential Information; (b) becomes a part of the public domain through no fault (either by act or omission) of Dentcubator; (c) Dentcubator proves was in Dentcubator's possession prior to the disclosure of Disclosing Party's Confidential Information by Disclosing Party; (d) Dentcubator acquires, outside of the relationship between the parties to this Agreement, from a third party that is lawfully in possession of such portion of Disclosing Party's Confidential Information and under no obligation of confidence to Disclosing Party; or (e) is independently developed by Dentcubator without breach of this Agreement.

6. Persons Included in Definition of "Dentcubator". The term "Dentcubator" as used herein shall be deemed to include Dentcubator and any and all of its affiliates, managers, officers, employees, representatives, and agents, including, without limitation, its financial, legal, and other professional advisors.

7. Compliance with Legal Obligations. In the event that Dentcubator becomes legally compelled (such as by order of court, administrative agency, or other governmental body) to disclose any portion of Disclosing Party's Confidential Information, Dentcubator shall provide Disclosing Party with prompt written notice of such order or obligation and, to the extent possible, with an opportunity to seek a protective order or other appropriate means to preserve the confidentiality of Disclosing Party's Confidential Information. In the event that no such protective order is issued or no such challenge is undertaken or such challenge is unsuccessful, only that portion of Disclosing Party's Confidential Information that is legally required to be disclosed shall be disclosed. Dentcubator agrees that any such disclosure shall not cause any of Disclosing Party's Confidential Information that was not required to be disclosed to fall within any exception set forth in Section 5 of this Agreement.

8. No Warranties; Access to Disclosing Party's Confidential Information. Dentcubator understands and acknowledges that any and all information contained in Disclosing Party's Confidential Information is being provided without any representation or warranty, express or implied, on the part of Disclosing Party as to the accuracy or completeness of Disclosing Party's Confidential Information. Dentcubator agrees that neither Disclosing Party nor any of its representatives shall have any liability to Dentcubator resulting from Dentcubator's use of Disclosing Party's Confidential Information. The scope of any representations or warranties to be given by Disclosing Party will be negotiated, if at all, along with other terms and conditions, in arriving at any mutually acceptable definitive agreement between the parties relating to the Proposed Transaction, should discussions between the parties progress to such a point. Dentcubator acknowledges that Disclosing Party is under no obligation to provide Dentcubator with any information, including, without limitation, Disclosing Party's Confidential Information, or to give Dentcubator access to any portion of Disclosing Party's premises or

its employees or vendors. No license or other interest in Disclosing Party's Confidential Information shall be deemed to have been granted to Dentcubator.

9. No Solicitation. Dentcubator agrees that, for a period of three (3) years from the Effective Date, Dentcubator will not solicit, or cause to be solicited, the employment of, or hire, any employee of Disclosing Party based on contacts made, or information learned, as a result of (a) Dentcubator's review of Disclosing Party's Confidential Information, or (b) negotiations between Dentcubator and Disclosing Party regarding the Proposed Transaction. As used in this Section 9, "solicit" and "solicited" shall not be deemed to include general advertising or general solicitations that are not targeted or directed specifically to employees of Disclosing Party.

10. Injunctive Relief. Dentcubator understands and agrees that monetary damages may not be a sufficient remedy for any breach of this Agreement by Dentcubator and that Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Dentcubator further agrees to waive any requirement for security or the posting of any bond in connection with such remedy. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity to Disclosing Party. Dentcubator further understands and agrees that no failure or delay by Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege by Disclosing Party preclude any other or further exercise thereof by Disclosing Party.

11. Attorneys' Fees. If any action at law or in equity, including an action for injunctive or declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees, which may be determined by the court in the same action brought for that purpose. The attorneys' fees shall not be computed in accordance with any court schedule but shall be determined so as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

12. Miscellaneous. Neither this Agreement nor any provision hereof may be amended or modified, and no waiver hereunder may be granted, except by a written instrument signed by each of the parties hereto. Neither this Agreement nor any of the rights or obligations hereunder shall be assignable by either party without the prior written consent of the other party. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by each of the parties and their respective successors and permitted assigns. With respect to its subject matter, this Agreement contains the entire understanding of the parties and shall survive execution of any definitive agreement between the parties relating to the Proposed Transaction or otherwise unless such definitive agreement contains confidentiality provisions expressly relating to Disclosing Party's Confidential Information disclosed pursuant to this Agreement, notwithstanding any merger clause contained in such definitive agreement. This Agreement shall be governed by and construed under the laws of the State of Delaware without application of principles of conflicts or choice of laws, and any dispute or action arising under this Agreement shall be settled in the courts of the State of Delaware, to whose exclusive jurisdiction the parties hereby submit. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each party hereto, as an instrument under seal, as of the Effective Date.

Dentcubator, LLC

By: _____

By: _____

Name:
Title:

Name: Mark S. Ferber
Title: President