

EMPLOYEE CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT

I acknowledge and agree to the following terms. The Company has developed and will continue to develop confidential marketing, pricing, and patient service plans including forms, brochures, patient relations procedures, practice development resources and methods, patient lists, customer lists, product knowledge, strategic plans, business policies, financial information, intellectual property, methods of operation, implementation strategies, acquisition strategies, promotional information and techniques, marketing presentations, marketing programs, marketing strategies, pricing and pricing strategies, all of which individually and collectively constitute trade secrets and confidential and/or propriety information (hereafter collectively referred to as "the Company's confidential and/or proprietary information").

The Company's confidential and/or proprietary information is not readily available to the public or its competitors and secrecy of the Company's confidential and/or proprietary information is of paramount concern to the Company to protect its competitive edge in the market place and better serve its patients' needs. All of the Company's confidential and/or proprietary information is owned by the Company. During my employment with the Company, I will be working with and granted access to the Company's confidential and/or proprietary information to enable me to effectively perform my work on the Company's behalf. It is a condition of my initial (and continued) employment that I agree: (a) to maintain the confidentiality of the Company's confidential and/or proprietary information; (b) to refrain from using such information other than in the furtherance and accomplishment of my duties on behalf of the Company; (c) during my employment and thereafter, to refrain from disclosing the Company's confidential and/or proprietary information to any unauthorized person whatsoever; (d) to disclose such information to other the Company personnel on a need-to-know basis only; (e) during my employment and thereafter, to refrain from using myself or others any of the Company's confidential and/or proprietary information; and (f) upon cessation of my employment, to return all the Company's confidential and/or proprietary information that is tangible and in my possession or to which I have access.

During my employment, a violation of this policy will result in my termination and any other legal redress the Company deems appropriate to protect the Company's confidential and/or proprietary information. I understand that the Company will vigorously enforce its rights against any employee who uses or discloses the Company's confidential and/or proprietary information at any time.

I acknowledge and agree that I will not at any time during my employment or after the termination of my employment use for myself, or others, any of the Company's confidential and/or proprietary information. I will not at any time during my employment or after the termination divulge to unauthorized personnel any of the Company's confidential and/or proprietary information. Upon cessation of my employment with the Company, I will return all of the Company's confidential and/or proprietary information.

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I acknowledge and agree that I will not at any time during my employment engage in the same or a similar line of business as that carried on in the Company except when specifically approved in writing by the Chief Executive Officer. I will not have a direct or indirect financial interest in any entity which is a competitor of or a supplier to the Company. I acknowledge that any financial interest held by immediate family members in such entities will be disclosed to the Company so that a determination can be made as to whether a conflict exists.

PRINT NAME: _____

SIGNATURE: _____

Date: _____