

NON-DISCLOSURE AGREEMENT
For use with Corporations, LLC, Partnerships, DBA, etc.

This Non-Disclosure Agreement (this "Agreement") is made and entered into this _____ day of _____, 20_____(Effective Date) by and between Government Employees Health Association, Inc. ("GEHA") and _____ ("Practice Management Consultant"). GEHA and Practice Management Consultant may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, GEHA has entered into Participating Provider Agreements with Dentist/Dental Practice" and Practice Management Consultant has entered into an agreement with Dentist/Dental Practice to act on behalf of same when conducting business with GEHA.

WHEREAS, the Parties intend to engage in conversations about Dentist's / Dental Practice's with GEHA which will involve the disclosure of or access to certain Confidential Information (as defined herein) by GEHA which belongs to GEHA; and

WHEREAS, GEHA is willing to disclose or furnish access to certain Confidential Information to Practice Management Consultant subject to the obligations of confidentiality set forth in this Agreement.

NOW, THEREFORE, in consideration of, and as a condition for, the disclosing and furnishing of access to such Confidential Information, GEHA in its sole discretion, may deliver or makes available to Recipient, the Parties hereby agree to the terms and conditions set forth in this Agreement.

1. "Confidential Information" means any information not generally known to the public or recognized as standard industry practice concerning GEHA and its affiliates, parent company, customers and suppliers, including, without limiting the generality of the foregoing, any information relating to the Dentist's/Dental Practice's contract, credentialing, and fee schedule with GEHA, business records, data; reports; financial records and inventory records; business processes, intellectual property; trade secrets; research; ideas; concepts; technology; product and pricing information and proprietary source code; the substance of agreements with vendors and any third party; and such other information normally understood to be confidential or otherwise designated as such in writing by GEHA. Confidential Information shall also include any other document or information which comes into Recipient's possession as a result of this Agreement.
2. "Recipient" means the party to whom the Confidential Information is disclosed, including the Practice Managements affiliates, employees, and agents.
3. Obligation of Confidentiality. Practice Management Consultant and it's Recipients shall hold the Confidential Information disclosed to the Consultant and/or Recipients by GEHA in confidence, exercising a degree of care not less than the care used by GEHA to protect its own proprietary or confidential information;
4. Return and Destruction of Confidential Information. All Confidential Information is acknowledged to be the property of GEHA. At any time upon GEHA's request, and within twenty (20) days after the request, Practice Management Consultant and its Recipients shall, if applicable (a) return to GEHA all Confidential Information that exists in tangible form in the possession or control of Recipient without retaining any copy or duplicate thereof and (b) destroy any and all written, printed or other material or information derived from Confidential Information (such as analyses, summaries or abstracts) in the possession or control of

Recipient. Recipient shall certify in writing that such return and destruction has occurred. If Recipient loses, or makes or learns of an unauthorized disclosure of, Confidential Information, Recipient shall immediately notify GEHA and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

5. Exceptions. The foregoing obligations and restrictions do not apply to that part of any Confidential Information that Practice Management Consultant demonstrates:
 - a. was previously known to Practice Management Consultant free of any obligation to keep it confidential (this does not include information that was disclosed by Dentist / Dental Practice to Practice Management Consultant prior to the execution of this Agreement);
 - b. was or becomes publicly available other than through an unauthorized disclosure; or
 - c. is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction provided that, prior to any such disclosure, notice is given by the Recipient to GEHA in order to permit GEHA to seek an appropriate protective order or exemption from such requirement or request.
6. No License. The furnishing of any Confidential Information by GEHA to Practice Management Consultant and or its Recipients under this Agreement shall not be construed as granting to Practice Management Consultant and or its Recipient any license or rights to any information or data now or hereafter owned or controlled by GEHA and all such Confidential Information shall remain the property of the GEHA.
7. Practice Management Consultant acknowledges and agrees that any remedy at law for a breach or threatened breach of the provisions herein would be inadequate to protect the interests of GEHA in its Confidential Information and, in recognition of this fact, in the event of a breach or threatened breach of any of the provisions herein, GEHA shall be entitled to seek equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy that may be available without posting bond or other security. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or hereinafter existing at law or in equity or by statute or otherwise.
8. No Obligation. Nothing in this agreement obligates GEHA to disclose any information to Recipient or creates an agency or partnership relationship between the Parties.
9. Successors and Assigns. This Agreement shall benefit and be binding upon the Parties and their legal representatives, successors, assigns, parent, subsidiaries and affiliates.
10. Term. This Agreement is valid for one year from the Effective Date.
11. Survival. The obligations of the Parties shall survive the termination of this Agreement.
12. Entire Agreement; Modifications. This Agreement constitutes the entire understanding between the Parties with respect to the Confidential Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by its duly authorized representative.
13. Governing Law and Jurisdiction. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State

of Missouri, including any statute of limitation laws, but excluding any conflict of law principles. Exclusive jurisdiction and venue is agreed to be the state or federal courts within the State of Missouri.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first set forth above.

Government Employees Health Association,
Inc.

Signature: _____

Printed Name: Shannon Cooper

Title: Vice President, Dental Networks & Plans

Date: _____

310 NE Mulberry Street

P.O. Box 6707

Lee's Summit, MO 640064-6707

800.505.8880

Email: CDNproviderinfo@geha.com

Business Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____