

## CONFIDENTIAL DISCLOSURE AGREEMENT

Ultradent Products, Inc., 505 West 10200 South, South Jordan, UT 84095 (“Ultradent”), is actively engaged in research and development projects that are highly confidential and constitute valuable commercial assets. \_\_\_\_\_, an employee of \_\_\_\_\_, with a place of business located at \_\_\_\_\_ (“Contractor”) has been engaged to perform certain work on Ultradent facilities where research and development work involving Confidential Information is undertaken. In consideration of being retained by Ultradent, Contractor agrees to the following requirements with regard to Confidential Information:

1. “Confidential Information” means information disclosed by Ultradent, including, without limitation, United States or foreign patent applications (whether filed or not when disclosed), trade secret, designs, copyrighted work, proprietary information, ideas, system concepts, drawings, models, machinery, equipment, prototypes, product specifications, or product plans. The term Confidential Information shall also include marketing plans, business plans and models, customer lists, financial information and manufacturing information, training materials and methods, suppliers and know-how.
2. Contractor will hold in confidence, and not disclose to any third party, Confidential Information of any type and kind, whether reduced to writing, oral or consisting of other physical embodiments, whatever.
3. Confidential Information shall expressly include the nature and conditions regarding the work Contractor performs for Ultradent.
4. The term Confidential Information shall not include:
  - a) information that, prior to disclosure, was already in the possession of the Contractor, as evidenced by documentary or other tangible evidence that can be corroborated as to such prior possession;
  - b) information that, at any time and without any breach of any duty of confidentiality owed to Ultradent, is known to the trade by way of written publication or other public dissemination of such information so as to make the information in question publicly accessible;
  - c) information that, at any time is received by Contractor independently and in good faith from a third party, provided that such third party is not in violation of any duty of confidentiality relative to such information; and
  - d) information that is developed by Contractor independently of any Confidential Information, as evidenced by documentary or other tangible evidence.
5. Contractor is prohibited from recoding in any manner or mode (including photographs and digital media), Confidential Information, or copying Confidential Information.

6. Contractor shall ensure that its employees and any agents and subcontractors shall be informed of their obligations under this Agreement. Contractor is responsible for any and all violations of this Agreement by its employees, agents and subcontractors.
7. Nothing in this Agreement, shall be construed as granting any rights in or license to the Confidential Information.
8. Contractor agrees to pay all legal costs (including attorneys' fees) of Ultradent should it be necessary to enforce, or seek redress for violation(s) of, the provisions of this Agreement, which shall be governed by the laws of the State of Utah, without regard to principles of conflicts of law.

The undersigned represents and warrants that it has the right and authority to execute this Agreement. Each person signing below represents that he or she is duly authorized to execute this Agreement on behalf of the named party.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year indicated below.**

**Ultradent Products, Inc.**

**[Company Name]**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
(Printed)

**Name:** \_\_\_\_\_  
(Printed)

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_