

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_, day of \_\_\_\_\_, 2008 between Patrick Dermesropian ("Dentist") and Dental Dreams, LLC ("DDL"), an Massachusetts Limited Company, with its head office at 430 W. Erie, Suite 200, Chicago, Illinois 60610.

### WITNESSETH:

WHEREAS, DDL is a limited liability company formed and operating under the laws of the State of Massachusetts for purposes of offering dental services to the general public; and

WHEREAS, Dentist is a trained dentist who is qualified, duly licensed and in good standing under the laws of the State of Massachusetts, or will be so qualified and licensed to provide such dental services to the general public.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dentist and DDL agree as follows:

1. Services to be Provided by Dentist. Dentist agrees to provide general dental services to DDL's patients at one or more of the DDL dental clinics, under the terms and conditions contained in this Agreement. Such dental services shall be provided by Dentist in a professional and courteous manner and in full compliance with all applicable industry standards of patient care and professionalism.
2. Commencement Date. Dentist shall commence work as a general dentist with DDL at the Massachusetts DDL clinic in Springfield, the 1st day of September, 2008.
3. Dentist Compensation. For dental services rendered by Dentist under this Agreement, DDL shall pay Dentist, on a bi-weekly basis, the greater of: (a) a gross daily amount of \$690.00 or thirty percent (30%) of Production directly resulting from dental services rendered by Dentist, calculated on a biweekly basis, less (b) thirty percent (30%) of laboratory fees attributed to treatment provided by Dentist. "Production" shall be defined as the total amount billed by DDL for the professional dental services provided by Dentist during the previous biweekly period, less any amount which has not been received by DDL for services rendered and billed in previous periods and which have, in good faith, been deemed uncollectable by DDL and written off as a receivable of DDL.

By way of example, Dentist's compensation shall, on a bi-weekly basis, be the greater of the following:

( Bi-weekly Production X .30) – (Bi-weekly lab fees X .30)

OR

\$690.00 per 8 hour work day

(Calculated on a bi-weekly basis)

In the event DDL refunds or returns any amount attributable to the professional services previously provided by Dentist, due to client dissatisfaction or otherwise, in DDL's sole discretion, 30% of such amount shall be deducted from compensation to be paid to Dentist by DDL.

In addition to the compensation provided above, if Dentist provides services for DDL on a substantially full-time basis (at least 40 hours per week), then DDL shall also reimburse Dentist:

- A. on a quarterly basis, an amount equal to the quarterly malpractice insurance premium paid by Dentist, pursuant to Section 4 below, during Dentist's first year with DDL, not to exceed \$1,000 for the full year; and
- B. on a monthly basis, an amount equal to the monthly health insurance premium paid by Dentist during Dentist's first year with DDL, not to exceed \$3,600 for the full year.

4. Malpractice Insurance. During the term of this Agreement, Dentist shall maintain an "occurrence-based" professional liability (malpractice) insurance policy with a reputable industry recognized insurance company reasonably acceptable to DDL, and with coverage limits in the amount of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate and such policy shall name DDL and its officers, directors and affiliate companies as additional insureds. Dentist shall not render dental services as provided for in this Agreement unless and until Dentist has secured such insurance. Dentist's failure or inability to obtain and/or to maintain such insurance, shall be a basis for immediate termination of this Agreement by DDL. Dentist shall provide DDL a copy of a certificate evidencing such insurance upon receipt thereof by Dentist or more often as may be requested by DDL. Dentist shall notify DDL immediately with respect to any impending change in Dentist's malpractice insurance policy, including any cancellation of coverage or reduction in policy limits.

5. Taxes/Health and Welfare Benefits. DDL shall have no obligation under this Agreement or otherwise to compensate or pay applicable taxes for, or provide health and welfare benefits of any kind (including contributions to government mandate health and welfare insurance and similar programs) to or on behalf of Dentist.

6. Covenants Protecting the Business Interests of DDL.

During the term of this Agreement and for three (3) years thereafter, Dentist shall not:

- A. Directly or indirectly induce or solicit any of DDL's employees to leave their employment with DDL.
- B. Engage directly or indirectly in the operation of a dental practice, either as an employee, Dentist, Contractor, Independent Contractor, any corporation or other entity within a twenty (20) mile radius of the DDL dental clinic where Dentist provides services as a general dentist on behalf of DDL; and

C. Engage directly or indirectly as a partner, shareholder or principal, within a twenty (20) mile radius of the DDL dental clinic where Dentist provides services as a general dentist on behalf of DDL.

D. Covenant Not to Disclose Confidential Information

1. Acknowledgment of Confidential Information. Dentist hereby acknowledges that DDL possesses information that has been created, discovered, acquired, developed or otherwise become known to DDL, which information has commercial value in the business in which DDL is engaged. All such information is hereinafter called "Confidential Information." By way of illustration, but not limitation, Confidential Information includes patient statistical profiles generated by DDL, dental program pricing strategy, staffing patterns, business models and inventory control systems.

2. Confidential Treatment. Dentist hereby agrees that:

(a) All Confidential Information is the sole property of DDL, and DDL shall be the sole owner of all such Confidential Information. At all times, both during any relationship between Dentist and DDL and thereafter, Dentist will keep and maintain in the confidential nature of all such Confidential Information, and Dentist will not use or disclose, for Dentist's own benefit or the benefit of any party other than DDL, any Confidential Information, without the prior written consent of DDL.

(b) Dentist also agrees not to publish, communicate, divulge, disclose or use for Dentist's own benefit or otherwise, any such Confidential Information without the prior written consent of DDL.

E. Remedies for Breach of Restrictions. Dentist acknowledges that DDL will be irreparably harmed if Dentist does not fully comply with the restrictions set forth in sections B. & C. above and that DDL would not have an adequate remedy at law in the event of an actual or threatened violation by Dentist of any such restriction. Dentist, therefore, agrees that DDL shall be entitled to an injunction or an appropriate decree of specific performance for any actual or threatened violations or breaches of any of these restrictive provisions. Such equitable relief shall be in addition to, and not in limitation of, any damages or other relief to which DDL would otherwise be entitled, either at law or in equity.

F. Unreasonable Restrictions. In the event a court of competent jurisdiction determines that the foregoing restrictions, or any portion thereof, are unreasonable, then the restrictions shall be reduced by the court to the extent necessary to be enforceable by the court.

G. Notice of a Claim. Dentist shall immediately notify DDL of any claim or potential claim by a patient of Dentist and/or of the possibility of a lawsuit arising out of any act or omission of Dentist in any way related to the dental services provided by Dentist pursuant to this Agreement.

7. Term. The initial term of this Agreement shall commence as of the Commencement Date and shall continue for a period of one (1) year thereafter (the "Initial Term") unless sooner terminated by DDL pursuant to section 8 below. *Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each upon the same terms and conditions, unless either party provides the other with written notice of its intent not to renew at least one hundred twenty (120) days prior to the expiration of the then current term.*

8. Termination. Either party may terminate this Agreement for any reason upon one hundred twenty (120) days prior written notice to the other party. This Agreement shall automatically terminate upon the occurrence of any of the following events:

- A. By written agreement of both parties.
- B. If Dentist has breached the terms of this Agreement.
- C. The suspension, revocation of, or failure to procure or maintain any and all of the licensing and certification requirements set forth by State, Federal or local laws and regulations governing the performance of dental services under this Agreement.
- D. In the event Dentist shall fail or refuse to diligently perform the provisions of this Agreement or the usual customary duties of a dentist.
- E. In the event Dentist violates the rules, regulations, policies or procedures of DDL.
- F. In the event Dentist's conduct, either personally or professionally, is such that DDL deems such conduct to be inconsistent with or detrimental to achieving the business and/or professional goals of DDL.

9. Patient's Medical Records. All records relating to any patient treatment by Dentist or other dentist of DDL shall be treated as confidential and shall at all times remain the property of DDL. Patients shall have the right of access to such records as provided by law and as provided in the policies and procedures of DDL. Dentist agrees not to remove any such records from the DDL premises either during the term of this Agreement or upon the termination of this Agreement.

10. Indemnification. Each party hereto (an "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party"), from and against all claims, causes of action, damages, suits, liabilities, costs and expenses asserted against or incurred by an Indemnified Party, resulting from or arising out of any breach by the Indemnifying Party of any warranty, representation, or covenant set forth in this Agreement.

11. Assignment. Dentist may not transfer or assign this Agreement or any right or obligation of Dentist as provided for in this Agreement, without the express prior written consent of DDL.

12. Applicable Law. This Agreement shall be governed and construed according to the laws of the State of Illinois.

13. Severability. If any clause, sentence, provisions or other portion of this Agreement is or is

14. Notice. Any and all notices, demands, requests, and other communications required or permitted to be served or given to either party by the other shall be delivered personally or by United States mail, first class postage, prepaid, certified or registered mail, return receipt requested, to the following addresses:

To DDL: Dental Dreams, LLC  
Attn: Sameera Hussain  
430 W. Erie, Suite 200  
Chicago, Illinois 60610

To Dentist: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

If delivered personally, such notices shall be effective upon delivery. If mailed, such notices shall be effective upon the date indicated on the return receipt. Either party may change its address by giving written notice of the change to the other party in the manner specified in this Section.

15. Waiver of Breach. The waiver by DDL of a breach by Dentist of any provision of this Agreement shall not operate or be construed as a waiver by DDL of any other provision of this Agreement or of any subsequent breach of the same provision. No delay by DDL in acting with regard to any breach of any provision of this Agreement by Dentist shall be construed to be a waiver of such breach.

16. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between the parties relating to said subject matter.

17. Modification/Amendment. The Agreement may not be modified or amended, except by an instrument in writing executed by the parties hereto.

18. Prevailing Party. In the event either party to this Agreement has to commence litigation to enforce a provision or right under this Agreement, the non-prevailing party agrees to pay the prevailing party's costs and expenses, including but not limited to, reasonable attorney's fees incurred in connection with such litigation.

19. Retention Bonus. DDL shall pay to Dentist a Retention Bonus in the amount of \$5,100.00 on the one year anniversary of the date of commencement in MA, and an equal amount thereafter on the annual anniversary of the date of commencement for the next two years, providing Dentist continues full time duties with DDL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

This Agreement shall not be effective until executed by all parties hereto.

Dental Dreams, LLC

Dentist

\_\_\_\_\_  
By: Sameera Hussain, President

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Patrick Dermesropian, DDS