

rom: Hoffma <u>r</u>	Legal Fax:		To: Yeip Legal Support	Fax: +1 (415) 908-3833	Pago ¹⁰⁷ of 3 ¹⁰ /8/2011 8: 69th Noor, Suite 6
	Dr Stacy Makhnevich	MITUAL AGR	EEMENT TO MA	INTAIN PRIVACY	New York, NY 10174
	The Chrysler Kull Surg ages Leebres ware, cyth H Ken York, HV 2020	and	Ethania	and announced entity (CI	ollectively labeled
	Dr Dentise") agree to main		("Tarian	Sim out as benilius es Me.	APLY CONFIDE AND A MILL.
rai	kes pride in being able	to extend a greater of	degree of privacy than	is required by HIPAA, s	KME CONTINUE WOW.
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Federal and State privacy laws are complex. Unfortunately, some dental offices try to find loopholes around these laws. For example, HIPAA forbids dentits from receiving money for selling lists of patients or protected health information to companies to market their products or services directly to patients without authorization. Some dental practices, though, can lawfully circumvent this limitation by having a third party perform the marketing. While personal data is never technically in the possession of the company selling its products or services, the patient can still be targeted with unwanted marketing information. Dentist believes this is improper and may not be in the patients' best interest. Accordingly, Dentist agrees not to provide any list for marketing or be paid for selling patient lists or protected health information to any party for the purpose of marketing directly to patients. Regardless of legal privacy loopholes, Dentist will never attempt to leverage its relationship with Patient by seeking Patient's consent for marketing products for others.

In consideration for treatment and the above noted patient protection, Patient agrees to refrain from directly of indirectly publishing or axing commentary upon Dentist and his practice, expertise and/or treatment—the sole exceptions being communication to a confidential dental-greet review body; to another healthcare provider; to a ficensed attorney; to a governmental agency; in the context of a legal proceeding; or unless mandated by law. Publishing is Intended to include attribution by name, by pseudonym, or anonymously. If Patient does prepare commentary for publication about Dentist, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Dentist for any written, pictorial, and/or electronic commentary. This assignment is in further consideration for additional privacy protections provided by Dentist. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary. Dentist has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defante, disparage, or cast aspersions upon the Dentist; and (ii) will use all reasonable efforts to prevent any member of their immediate family or acquaintance from engaging in any such activity. Published comments on web pages, blogs, and/or mass correspondence, however well intended, could severely damage Dentist's practice.

Dentist feels strongly about Patients' privary as well as the practices' right to control its public image and privary. Both Dentist and Patient will work to prevent the publishing or airing of commentary about the other party from being accessed via Internet, blogs, or other electronic, print, or broadcast media without prior written consent. Finally, this Agreement shall be in force and enforceable (and fully survive) for a period of the longer of (a) five years from Dentist's lost date of service to Patient, or (b) three years beyond any termination of the Dentist-Patient relationship. As a maner of office policy, Dentist's requiring all patients in its practice sign the Motual Agreement to Maintain Privacy so as to establish that any anonymous or pseudonymous publishing or airing of commentary will be covered by this agreement for all Dentist's patients.

Patient and Dentist acknowledge that breach of this Agreement may result in serious, irreparable harm. In addition to compensation for consequential damages, Patient and Dentist agree to the right of equitable relief (including but not limited to injunctive relief). Should a breach of this Agreement result in littgation, the prevailing party in the hitigation shall be entitled to reasonable costs, expenses, and attorney fees associated with the hitigation.

Patient has been given the opportunity to ask questions and receive satisfactory and adequate explanations.

SO AGREED THIS U DAY OF NOV 2000 Class Driver's Anemas (1)

UIC #:

ROBER ALLEN LEE

BIRTH DATE:

EXPRES:

Ixsue Date