

MUTUAL AGREEMENT TO MAINTAIN PRIVACY

Dr. Harold Bienvenu and Bienvenu Aesthetics agree to maintain Privacy of **(PATIENTS NAME PRINTED BELOW)** as outlined in the HIPAA form. The Physician takes pride in being able to extend a greater degree of privacy than is required by HIPAA, state confidentiality mandates, and common law.

Federal and State privacy laws are complex. Unfortunately, some medical offices try to find loopholes around these laws. For example, HIPAA forbids physicians 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 medical 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. Dr. Bienvenu believes this is improper and may not be in the patients' best interest. Accordingly, Dr. Bienvenu 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, Dr. Bienvenu 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 or indirectly publishing or airing commentary upon Dr. Bienvenu and his practice, expertise and/or treatment - the sole exceptions being communication to a confidential medical-peer review body; to another healthcare provider; to a licensed 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 Dr. Bienvenu, the Patient exclusively assigns all Intellectual Property rights, including copyrights, to Dr. Bienvenu for any written, pictorial, and/or electronic commentary. This assignment is in further consideration for additional privacy protections provided by Dr. Bienvenu. This assignment shall be operative and effective at the time of creation (prior to publication) of the commentary. Dr. Bienvenu has invested significant financial and marketing resources in developing the practice. In addition, Patient will not denigrate, defame, disparage, or cast aspersions upon Dr. Bienvenu 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 Dr. Bienvenu's practice.

Dr. Bienvenu feels strongly about Patients' privacy as well as the practices' right to control its public image and privacy. Both Dr. Bienvenu 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 Dr. Bienvenu's last date of service to Patient; or (b) three years beyond any termination of the Physician-Patient relationship. As a matter of office policy, Dr. Bienvenu is requiring all patients in its practice sign the Mutual 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 Dr. Bienvenu's patients.

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

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

SO AGREED THIS _____ DAY OF _____, 2009.

X _____ (PATIENT) / (GUARDIAN)

X _____ (PRINT PATIENT NAME)