

HENRY SCHEIN, INC.
and
SUBSIDIARIES

CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

IN CONSIDERATION OF MY EMPLOYMENT by Henry Schein, Inc. and/or any of its subsidiaries, affiliates or divisions (individually or collectively, as the case may be, the "Company") in a capacity which makes available to me confidential information and trade secrets on which the Company's business depends, I agree:

1. I will keep confidential and will not use or disclose to others, either during or subsequent to my employment, any confidential information, trade secrets, business information, software-related information, research or development information, technical or product information, pricing, costing, customer lists, supplier lists, marketing or sales information, pending acquisitions, business plans or other financial information or any other matter which I learn through my association with the Company (collectively, "confidential information"), unless (i) such confidential information is documented to have been in the public domain prior to my use or disclosure of it, or (ii) I am compelled by a court of law, pursuant to government process, to disclose such confidential information. Except to the extent necessary for me to perform my duties on behalf of the Company, I will not make any copies, abstracts or summaries of any Company documents or information or any duplicates of any discs, tapes or other forms of data storage or information.

2. Upon my separation from the Company for any reason, I will return to the Company all notebooks, memoranda, personal notes, software, hardware, other documents, discs, tapes, material or property of the Company and all other confidential information, and all copies thereof, which are in my possession.

3. Upon my separation from the Company for any reason, and for twelve (12) months thereafter, I agree not to: (i) solicit, induce or encourage any of the Company's employees to terminate or curtail their relationship with the Company; (ii) employ or manage any person who was at any time within one year prior to the termination of my employment, or then is, in the employ of the Company; (iii) encourage or assist any individual or entity to do (i) or (ii) above; or (iv) solicit the patronage of any past or then-current customer of the Company.

4. I understand that this Agreement is binding on me and my heirs and legal representatives, and that its terms cannot be waived or modified except by a written document signed by both myself and a duly authorized officer of the Company. I also understand that this Agreement does not guarantee that the Company will employ me for any specific time period nor does it interfere with the Company's right to terminate or modify my employment or compensation.

5. I agree that, in the event of a breach or threatened breach of any of the provisions of this Agreement, the Company's remedies at law would be inadequate, and the Company shall be entitled to an injunction to enforce such provisions (without any bond or other security being required), but nothing herein shall be construed to preclude the Company from pursuing any action or further remedy, at law or in equity, for any breach or threatened breach of such provisions or any other provisions of this Agreement, including, but not limited to, the recovery of damages.

6. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. The laws of the State of New York shall govern all questions relative to the interpretation and construction of this Agreement, and to the performance hereof. No waiver by the Company of any default hereunder shall in any way prejudice the Company with respect to any subsequent default hereunder (whether or not similar). This Agreement contains the entire understanding of the parties respecting the subject matter hereof.

7. This Agreement shall survive the voluntary or involuntary termination of my employment with the Company.

DATE: 4/30/05

Jennifer Cook
SIGNATURE OF EMPLOYEE

WITNESS

Jennifer Cook
TYPE OR PRINT EMPLOYEE'S NAME

LOCATION