

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into as of March \_\_\_\_\_, 2005 (the "Effective Date") between PrimeSyn Lab, Inc., a New Jersey "S" corporation with a place of business at 11 Deer Park, Suite # 205, Monmouth Junction, NJ 08852 (hereinafter referred to as "PrimeSyn"), and XXXX, LLC, a corporation with a place of business at XXX"].

WHEREAS, PrimeSyn has certain proprietary information that it wishes to disclose to XXX, and XXXX, LLC has certain confidential information that it wishes to disclose to PrimeSyn.

NOW, THEREFORE, the parties mutually agree as follows:

### 1. **Definitions.**

(a) Information is "Proprietary Information" to the party receiving it if it is presented by one party to the other party and clearly marked as confidential by the disclosing party except to the extent that any such information as of the date of disclosure to the other party was (i) known to the other party and such knowledge can be substantiated by reasonable documentation; (ii) disclosed in published literature; (iii) generally available to the industry; or (iv) obtained by the other party from a third party without binder of secrecy, provided that such third party had no obligation of confidentiality to the disclosing party or any of its Affiliates relating to the Confidential Information. By way of example, Proprietary Information shall include, without limitation, all information relating to existing and potential customers, suppliers, markets, contracts, prices, products, personnel, strategies, policies, systems, procedures, technologies, know-how, information, data, processes, inventions, research, developments, formulations, applications, methods of manufacture and any other information relating to either party or any of its Affiliates (as herein defined).

(b) The term "Affiliate" means, with respect to a party to this Agreement, any corporation, company, partnership, joint venture and/or firm (i) which controls, is controlled by or is under common control with such party, or (ii) in which such party or any parent or subsidiary owns, or has a contractual right to acquire, an equity interest, or (iii) which has been licensed by such party or its parent or subsidiary, or which has retained such party or its parent or subsidiary, to perform research with respect to, or to commercially exploit, such party's or its parent's or subsidiary's technological assets. For purposes of this paragraph, "control" means (i) in the case of corporate entities, direct or indirect ownership of at least twenty-five percent (25%) of the stock or participating shares entitled to vote for the election of directors, and (ii) in the case of non-corporate entities, direct or indirect ownership of at least twenty-five (25%) of the equity interest with the power to participate in the management and policies of such non-corporate entity.

2. **Right to Use.** The parties may only use the Proprietary Information for the purposes of evaluating whether or not to enter into a more formal business relationship. In the event a party receives sample materials as part of a disclosure, recipient party will not reverse engineer the samples nor take them apart to determine how they work.

3. **Confidentiality and Non-Use.** Except as authorized in this Agreement, the party receiving Proprietary Information will not disclose such Proprietary Information to any third party and will not use such Proprietary Information to compete with or adversely affect the business or operations of the other party hereto or its Affiliates or those doing business with them. Either party may disclose Proprietary Information to such of its directors, officers and agents and its Affiliates ("Representatives") who need to know the Proprietary Information in connection with the parties' agreed upon use of the Proprietary Information, so long as such Representatives agree to be bound by this Agreement. Each party shall be responsible for any breach of this Agreement by any Representative.

4. **Required Disclosure.** If a party is required by law to disclose any Proprietary Information, it will, sufficiently in advance in order to permit the other party to take steps to prevent such disclosure, notify the other party and prior to any disclosure shall consult with and assist the other party in obtaining a protective order or other appropriate remedy. In any event, such party will disclose only that portion of

the Proprietary Information which is legally required and will use best efforts to assure that confidential treatment is accorded any Confidential Information so disclosed.

5. **Return of Proprietary Information.** Upon request by a party at any time, the other party will promptly return to the requesting party the original and all copies of all non-oral Proprietary Information and will, upon request, certify in writing to the requesting party as to its compliance with this paragraph, except that such party may keep one (1) copy for archival purposes only.

6. **No Grant of Rights.** Nothing in this Agreement shall be construed to grant either party any right or license under any patent or trade secret owned, used or licensed by the other party or any of its Affiliates.

7. **Equitable Relief.** Each of the parties acknowledges that damages alone will not be an adequate remedy for any breach or violation of its obligations hereunder and that, in addition to all other remedies to which the other party may be entitled hereunder or otherwise, such other party shall be entitled to injunctive relief, including specific performance, with respect to said obligations in any court of competent jurisdiction.

8. **Term.** This Agreement shall expire five (5) years from the date hereof, unless earlier terminated or extended by mutual written consent. The expiration or termination of this Agreement will not affect, modify or nullify any of the obligations of confidentiality and non-use of the parties pursuant to this Agreement.

9. **Entire Agreement.** The parties acknowledge that this Agreement constitutes the complete and exclusive statement of the understandings between the parties with respect to the subject matter of this Agreement. No amendment of this Agreement may be made or rider added except in writing duly signed by each of the parties hereto.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey, regardless of the effect of choice of law principles of such laws.

11. **Binding Effect.** This Agreement shall be binding on the respective successors and assigns of the parties hereto.

12. **Headings.** The headings in this Agreement are for convenience only and form no part of this Agreement and shall not affect its interpretation.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall constitute one and the same legal instrument.

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

PrimeSyn:

XXX, LLC:

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Name: Surendra Chaturvedi, Ph.D.

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Name: YYY

Title: CEO

Title