

NON-DISCLOSURE AGREEMENT

Agreement made as of _____, 2008 by and between Euromed, Inc. and its Affiliates, having a place of business at 25 Corporate Drive, Orangeburg, New York, USA 10962 (hereinafter collectively referred to as "Euromed"), and _____, having a place of business at _____ (the "Company").

WHEREAS, Euromed is in the business of manufacturing, marketing and selling hydrocolloid and other wound care dressings, ostomy wafers, incontinence products and other products and/or materials (the "Euromed Products").

WHEREAS, Euromed plans to provide the Company with confidential information relating to the Products (a) in connection with the Company's purchase of Euromed Products and/or (b) to enable the Company to evaluate the whether to purchase Euromed Products (collectively the "Permitted Use").

1. **CONFIDENTIAL INFORMATION.** The term "Confidential Information" means all information relating to Euromed's business and the Euromed Products (including any such information supplied to the Company by a third-party), including information pertaining to research, technology, data, know-how, production, processes, manufacturing capabilities and capacity, inventions, discoveries, concepts, designs, methods, compositions, forecasts, proposals, business strategies, business plans and analysis, trade secrets, personnel, marketing, sales, products, pricing, samples, customers or potential customers, vendors or potential vendors, systems (including communication and information systems), and capabilities of or plans for existing or future technology. Confidential Information shall not include information that the Company can demonstrate: (a) is publicly available at the time it is disclosed to the Company; (b) becomes publicly through no fault of the Company or the Company's employees, representatives or agents; (c) was already known to Company prior to the disclosure of such Confidential Information; (d) information that the Company rightfully receives from third party sources without breach by said third party of an obligation of confidentiality to Euromed; or (e) information the Company develops independently without the use of Confidential Information as evidenced by written records.

2. **OBLIGATIONS OF CONFIDENTIALITY.**

A. **Confidentiality and Non-use.** Company (including its employees, agents and consultants): (i) shall accept, hold and maintain any and all Confidential Information in the strictest of confidence, (ii) shall not disclose any Confidential Information to any other person or entity, and (iii) shall use the Confidential Information only for the Permitted Purpose and only as expressly permitted by this Agreement. Company shall use as a minimum the same degree of care to avoid disclosure or use of the Confidential Information, as it employs with respect to its own confidential and proprietary information of like importance. Company agrees that it will be responsible for any disclosure of Confidential Information by a representative of Company that would constitute a breach of this Agreement if made by Company. Upon Euromed's request, the Company shall promptly return any and all documents containing Confidential Information of the other together with all copies thereof to the extent possible. The Company may disclose Confidential Information to the extent required by applicable

federal, state or local law, regulation, court order, or other legal process, provided the Company gives Euromed prior notice of such required disclosure and, to the extent reasonably possible, gives Euromed an opportunity to contest such required disclosure.

B. Ownership & Restrictions. The Company agrees and acknowledges that the Confidential Information is, and remains, the exclusive property of Euromed. Neither this Agreement nor any disclosure of Confidential Information grants the Company any license under any patent, copyright or similar intellectual property right. Without limiting the generality of any other language contained in this Agreement, the parties agree that (a) any sample provided by, or on behalf of, Euromed to the Company shall be deemed Confidential Information owned by the Euromed and the Company agrees not to chemically analyze or reverse engineer the sample or to assist and/or allow any third party to do so; (b) Company shall not to apply and/or file for any patent which is based upon, derived from, includes and/or utilizes any Confidential Information; (c) Company shall not commercially or otherwise exploit Confidential Information; and (d) Company shall not use Confidential Information for acquiring intellectual property rights (including, but not limited to, patents).

3. REMEDIES. The parties acknowledge that a breach of this Agreement, including the disclosure or misuse by the Company of Confidential Information in a manner not authorized by this Agreement, would likely cause irreparable damage that could not be fully remedied by monetary damages. The Company therefore agrees that Euromed shall have the right to obtain injunctive or other equitable relief from a court of competent jurisdiction as may be necessary or appropriate to prevent such breach. Such remedies, however, shall not be deemed the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available to Euromed at law or in equity.

4. MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey. The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. Neither party may assign, transfer or pledge this Agreement or any interest or right herein without the prior written consent of the other party. "Affiliate" means, with respect to Euromed, any person, corporation or other business entity which, either directly or indirectly, controls Euromed, is controlled by Euromed, or is under common control with Euromed including, but not limited to, Jentec, Inc. No amendment to this Agreement shall be binding upon the parties unless it is in writing and signed by both parties. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect. Any notice required herein shall be in writing and shall be sent to the other party at the address set forth above by certified or registered mail return receipt requested or recognized overnight courier or such change in address as may be given by notice as required by this sentence. IN THE EVENT THAT A DISPUTE ARISES HEREUNDER, IT IS SPECIFICALLY STIPULATED THAT THIS AGREEMENT SHALL



Better by Design •

BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPALS. THE COMPANY CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF NEW JERSEY IN THE UNITED STATES OF AMERICA.

5. EXECUTION and COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission or in PDF format via email shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or in PDF format via email shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Euromed, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____