

NON-DISCLOSURE AGREEMENT

In order to protect certain confidential information, _____ (hereinafter "the Company") and its subsidiaries and InforMedix Marketing Research (hereinafter "Consultant") agree that:

1. Effective Date. The "Effective Date" of this Agreement is: _____.
2. Disclosing Party. The party disclosing confidential information is the Company.

For purposes of this Agreement, the party disclosing confidential information is the Discloser and the party receiving confidential information is the Recipient.

3. Description of Confidential Information. The term confidential information shall include, but shall not be limited to, business plans, customer lists, market data, marketing plans, pricing information, manufacturing equipment, manufacturing processes, plant layouts, the identity of raw materials, identity of vendors, chemical synthesis routes, manufacturing capacities, product volumes, samples of compositions, the structure or chemical identity of compositions, the properties and utilities of compositions, specifications, analytical methods and procedures, container data, quality control procedures, quality control standards, any and all information learned during a plant visit and/or audit at any of the Company's manufacturing facilities, suggestions for improvements of the other party's processes and/or compositions, and other information of a technical, scientific or economic nature.

Confidential information disclosed by the Company shall relate to the Company's medical supplies, devices services and equipment business, and its production capacities and related technology, and product research and development plans.

4. Use of the Confidential Information. The Recipient shall use the Discloser's confidential information only for the following purpose ("Purpose"): To evaluate a potential business arrangement between the Company and Consultant related to the Company's product development opportunities and Consultant's analysis and opinion on the ranking of such opportunities. Neither party shall disclose to a third party the fact that discussions or negotiations are taking place concerning the Purpose, or any of the terms, conditions or other facts with respect to the Purpose, including the status thereof, provided that Consultant may disclose this information to Consultant affiliates who have a need to know for the Purpose.
5. Confidentiality; Standard of Care; and Limited Access. The Recipient shall use the same degree of care in protecting the Discloser's confidential information from unauthorized use, disclosure, or dissemination as it uses with respect to its own information of like importance, but no less than a reasonable degree of care. Recipient shall retain the Discloser's confidential information in confidence and shall not disclose or disseminate such confidential information to any third party without Discloser's prior written consent. Recipient shall further limit disclosure or use of Discloser's confidential information to employees and authorized representatives of Recipient who require access to the same for the Purpose set forth above, who know of Recipient's obligations under this Agreement, and who are under like obligations with respect to confidential information by virtue of their employment relationship or personal written contracts with Recipient.
6. Exclusions. This Agreement imposes no obligations upon a Recipient with respect to any confidential information that: (a) was known to Recipient prior to receipt from Discloser; (b) is now available to the public, or which in the future becomes available to the public through no fault of Recipient; (c) is disclosed to Recipient at any time by a third party having the right to make such disclosure to Recipient and without any obligation of confidence on the part of Recipient to such third party with respect to such disclosure; (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is independently developed by the employees or representatives of Recipient without access to the Discloser's confidential information.

Specific confidential information disclosed by either party will not be deemed within any exclusions set forth above merely because it is embraced by more general information to which one or more of those exceptions may apply. In addition, any combination of features shall not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient's possession. Even though confidential information is within one of those exclusions, the Recipient will not disclose to third parties that the excluded confidential information was received from the Discloser.

If the Recipient is required by any governmental agency, court or other judicial or regulatory body to provide any confidential information received under this Agreement, the Recipient shall not be deemed to be in violation of this Agreement for such disclosure provided that the Recipient shall, as promptly as reasonably possible, give notice to the Discloser of the requirement to provide such confidential information and shall cooperate with the Discloser so that the Discloser, in its discretion, may contest the requirement to provide such confidential information. The Recipient shall disclose only that portion of the confidential information that it is legally required to furnish.

7. No Grant or License. Except as provided above, nothing herein or the act of making disclosures hereunder shall be deemed to grant either party any right or license, directly or indirectly, under any intellectual property right or confidential information of the other party.
8. Disclosure at Party's Discretion. Nothing contained in this Agreement shall be construed as requiring either the Company or Consultant to disclose to the other, or to accept from the other, any particular information.
9. "AS IS" DISCLOSURE. ALL INFORMATION (INCLUDING SAMPLES) IS PROVIDED "AS IS." THE PARTIES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE USE, ACCURACY, COMPLETENESS, SAFETY, PERFORMANCE OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS RELATING TO THE INFORMATION OR ANY SAMPLES.
10. Relationship of Parties. The parties agree that this Agreement is limited in scope to the Purpose set forth above and recognize that one or more separate agreements may be necessary to cover any further business arrangements. Nothing herein shall be construed as creating an agency, joint venture, partnership or other formal business relationship or association between the parties hereto, or obligating either party to enter into any subsequent agreement or business arrangement or to purchase or provide any goods or services.
11. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the Purpose and supersedes all prior agreements between the Company and Consultant regarding the same. Any modification or amendment to this Agreement shall be mutually agreed to in writing by the parties.
12. Term & Obligations of Confidentiality Period. This Agreement shall continue for a period of two (2) years from the Effective Date hereof unless: (a) terminated earlier by either party upon one (1) month advance written notice to the other; or (b) extended by the mutual written agreement of the parties ("Term"). Recipient's obligations regarding Discloser's confidential information received under this Agreement expire ten (10) years from the expiration or termination of this Agreement.
13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, USA.
14. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign this Agreement, in whole or in part, to an affiliate of such party or to the successor (including the surviving company in any consolidation, reorganization, merger or demerger) or assignee of all or substantially all of its business to which this Agreement pertains without the consent of the other party.

15. Counterparts and Electronic Transmission. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. The Agreement may be delivered by facsimile or other electronic transmission, and electronic copies of executed signature pages shall be as binding as originals.

AUTHORIZING SIGNATURES

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> (Company)
AUTHORIZED SIGNATURE:
By:
SIGNATORY'S NAME:
SIGNATORY'S TITLE:

INFORMEDIX MARKETING RESEARCH 525 West Wesley Street, Suite 206 Wheaton, IL 60187
AUTHORIZED SIGNATURE:
By:
SIGNATORY'S NAME:
Steven J. Fuller
SIGNATORY'S TITLE:
President