

# PRIVIUM I. LLC.

110 WALL STREET • SUITE 1100 • NEW YORK • NY 10005 • USA • 

## STRICTLY PRIVATE AND CONFIDENTIAL

October 27<sup>th</sup>, 2010

### NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

I am writing in connection with the interest expressed by you in a possible participation in a transaction related to the Privium Generic Insulin (the "Transaction"). In consideration of Privium I, LLC., (PRIVIUM) making confidential information available to you, we would ask you to sign and return a copy of this letter which shall represent the Confidentiality Agreement between us.

For the purposes of this agreement,

1. 'Relevant Information' means:
  - a. all information (whether written, oral or in any other form) supplied to you in connection with the Transaction by PRIVIUM; and
  - b. in each case includes documents and information prepared or generated from such information.
2. All Relevant Information shall be kept strictly confidential and you shall not disclose in whole or in part any Relevant Information to any persons other than:
  - a. those of your directors or employees, or the directors or employees of affiliated companies or partners or financing Institutions and their directors or employees as are or are likely to be directly concerned with the transaction and who need to know the Relevant Information (or any part of it) for the purpose of evaluating the Transaction; and
  - b. those of your professional advisers engaged to advise in respect of the Transaction and who need to know the Relevant Information (or any part of it) in order to advise upon the Transaction. Provided that you shall procure that each of these directors, employees and professional advisers to whom Relevant Information is to be disclosed is made aware of and shall adhere to the terms of this agreement as if he were a party to it in your place. You shall be responsible for any breach of this agreement by your directors, employees, affiliates and professional advisers engaged by you to advise in respect of the Transaction.

You shall notify us of any breach of this paragraph II forthwith upon your becoming aware of any such breach.

3. The Relevant Information (which, without limitation to the definition herein of Relevant Information, includes information relating to the existence of the negotiations relating to the Transaction) shall be used by you and by any person to whom it is properly disclosed in accordance with paragraph 2 solely for the purpose of evaluating and negotiating the Transaction.

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4. Pursuant to the discussions that will be expanded in reliance upon your execution of this document, Privium will be identifying persons with whom Privium has established a working relationship with respect to the Transaction. The due diligence, economic terms and relationships established with respect to the Transaction have been assembled using substantial time and effort, and as a result their utilization for your benefit in connection with the Transaction is anticipated to be of substantial economic value to both you and Privium, and it is the parties' expectation that if utilized the parties' will realize substantial value from their use. You therefore agree that you will not, either directly or through the agency of any officers, directors, employees, agents and/or affiliates, take any action to circumvent Privium to use any of the information regarding the Transaction presented you, except in connection with the establishment of a business relationship with Privium for such purpose, without the Privium's express written permission. To the extent that you utilize any Confidential Information, Privium shall be entitled to be compensated for the fair market value of the disclosure and use of such Confidential Information by you for its own benefit or for the benefit of others.
5. The obligation to maintain the confidentiality of the Relevant Information shall cease upon completion of the Transaction. Otherwise, such obligation shall subsist, until such time and to such extent as the earlier of (I) when the relevant information comes within the public domain through no cause of your own, and (II) three years from the date hereof.
6. The obligation to maintain the confidentiality of the Relevant Information does not extend to nor apply to the Relevant Information (I) which at the time of disclosure to you is in the public domain or (II) which, after such disclosure, becomes in the public domain other than through an unauthorised disclosure by you or your agents or advisers or by any other person in breach of an obligation of confidentiality or (III) which was lawfully in your possession prior to such disclosure, as evidenced by your written records, and was not acquired directly or indirectly from PRIVIUM or (IV) which you are compelled to disclose by law as determined in writing by legal counsel.
7. If you or any person to whom the Relevant Information is properly disclosed in accordance with this agreement becomes compelled to disclose any Relevant Information you shall inform PRIVIUM in writing of such request or obligation as soon as possible after you are informed of it and, if possible, before any Relevant Information is disclosed, so that a protective order or other appropriate remedy can be sought. You agree to assist and cooperate in any appropriate action which PRIVIUM may decide to take. If you are obliged to make a disclosure you shall do so to the extent to which you are so obliged, but not further or otherwise. You confirm that (except as identified to us prior to the date of this letter) you are not assuming and you shall not voluntarily assume any obligation which would or might compel you to disclose any Relevant Information.
8. As soon as practicable, and in any event within five business days after receipt by you of a notice from PRIVIUM requesting it, you shall return the said Relevant Information and all copies thereof which have been made by or on behalf of you or your directors, employees or professional advisers and you shall procure that any and all other Relevant Information and all copies thereof which have been made by or on behalf of you or your directors, employees or professional advisers shall be destroyed or expunged (if kept in an electronic storage facility) and you will confirm in writing to PRIVIUM that this obligation has been complied with.
9. You acknowledge that neither PRIVIUM nor any other companies in the same group as PRIVIUM make any representation or warranty as to the accuracy or completeness of the Relevant Information and that none of them will have any liability in respect of the use of such Relevant Information by your or by any other person to whom Relevant Information has been properly disclosed in accordance with this agreement. You shall assume all responsibility for all conclusions you derive from the Relevant Information.

10. You will contact only PRIVIUM in relation to the Transaction and to obtain information relating to the Transaction.
11. This agreement is for the benefit of and shall be enforceable by PRIVIUM for itself. Any waiver or variation of any term of this agreement will be effective only when confirmed in writing and signed on behalf of PRIVIUM.
12. You acknowledge and agree that money damages would not be an adequate remedy for any breach of this agreement by you and accordingly the parties entitled to the benefit of this agreement shall be entitled (but not limited) to injunctive or other equitable relief and no proof of special damages shall be necessary for the enforcement of this agreement.
13. Notices under this agreement shall be given in writing to the relevant party at the addressed status herein (or to such other address as it shall previously have notified in writing to the others).
14. In case any provision of this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the agreement shall not in any way be affected or impaired thereby.
15. This Letter will be governed by the laws of the State of New York, without regard to the choice of law rules of such State.
16. It is expressly understood that for the purposes of this agreement, any reference to PRIVIUM shall automatically refer to and be applicable to any PRIVIUM assigns, affiliates, subsidiaries and any other related parties as may from time to time be involved with or participate in this transaction at PRIVIUM's sole determination.

Yours sincerely,

\_\_\_\_\_  
Matthew Harriton  
Manager  
Privium I, LLC

Signed by \_\_\_\_\_