

*Annex E**NDA***NON-DISCLOSURE AGREEMENT**

This NON-DISCLOSURE AGREEMENT (“Agreement”) made and entered into this 3 day of July 2005, by and between **Common Sense Ltd.**, a company organized under the laws of Israel (“**Common Sense**”) and Synova Healthcare, Inc., a company organized under the laws of the State of Delaware with offices at 1400 N. Providence Road, Suite 601, Media, PA 19063, USA (the “**Recipient**”).

**WITNESSETH**

**WHEREAS** the parties may enter into discussions regarding a potential business relationship; and

**WHEREAS** Common Sense is prepared to disclose to the Recipient certain information relating to Common Sense, which Recipient is to receive solely in order to efficiently conduct the negotiations between the parties; and

**WHEREAS** the Parties wish to agree regarding the terms and conditions under which Common Sense is prepared to disclose to the Recipient the Confidential Information (as defined below).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. DEFINITIONS.**

1.1. The term “**Confidential Information**” shall include and mean any and all information, data, diagrams and know-how programs furnished at any time by Common Sense to Recipient and Associates, whether in oral, written, graphic or machine-readable form, and which is confidential or proprietary in nature or expressed or designated by Common Sense to be proprietary or confidential, whether or not owned or developed by Common Sense, including but not limited to current or projected components, software, hardware, technical and other data, research material, Biological and Chemical materials, inventions, discoveries, drawings, plans, concepts, procedures, ideas, diagrams, marketing plans, brochures, photographs, processes, test equipment, test data, specifications, operational data, financial data, methods and techniques. Notwithstanding any of the above said, the following shall not be considered Confidential Information: (a) information that was in the public domain at the time it was disclosed other than as a result of a breach by Recipient; (b) information that can be demonstrated by documentary evidence to have been known to Recipient at the time of disclosure with no obligation of confidentiality or limitation on use towards Common Sense; and (c) information that becomes known to Recipient from a source other than Common Sense and its Associates, as demonstrated by appropriate documentation, without breach of any obligation of confidence by Recipient or by the party disclosing such information to Recipient.

1.2. The term “**Associate**” shall mean, as to each party, such party’s agents, representatives, advisors, employees, directors or officers.

## 2. **NON-DISCLOSURE.**

2.1. **General.** Recipient acknowledges that the Confidential Information of Common Sense contains valuable trade and technical secrets of Common Sense. Recipient shall not copy (in whole or in part), sell, assign, lease, license, disclose, give or otherwise transfer the Confidential Information or any copy thereof to any third party or otherwise use the Confidential Information other than for the purpose intended under this Agreement. Recipient will not alter, modify, disassemble, reverse engineer or de-compile any software or other materials (in any form) or documents embodying Confidential Information of Common Sense which may be furnished to Recipient, without the express prior written consent of Common Sense. Recipient may disclose the Confidential Information only to its Associates to have a “need to know” such Confidential Information in order to enable Recipient to use such Confidential Information for the purpose intended under this Agreement and are legally bound not to use or disclose such Confidential Information for any other purpose. Without limiting any other provision hereof, Recipient will take all reasonable measures to ensure that any of its Associates receiving Confidential Information of Common Sense shall comply with all of the provisions of this Agreement as if each of them were a party hereto, and hereby assumes full responsibility for such compliance by its Associates. Recipient shall treat Common Sense’s Confidential Information with the same degree of confidentiality as it keeps its own Confidential Information, but in all events no less than a reasonable degree of confidentiality. Recipient shall safeguard any and all copies of Common Sense’s Confidential Information against unauthorized disclosure, shall not tamper with, bypass or alter its security features or attempt to do so, and shall take all reasonable steps to ensure that the provisions of this Agreement are not violated by any person under Recipient control or in Recipient service. Recipient shall not use the Confidential Information for any purpose other than the purpose set forth in this Agreement.

2.2. **Exception.** Disclosure of Confidential Information by Recipient if and only to the extent it is compelled to do so by final judicial or administrative order or decree, shall not be deemed a breach hereunder. Recipient shall notify Common Sense immediately after demand for disclosure was presented to it, and shall assist Common Sense, to reasonable extent and upon reimbursement of reasonable expenses, in objecting to such demand.

## 3. **PROPRIETARY NATURE.**

3.1. **Ownership.** All Confidential Information is and shall remain the property of Common Sense. The parties acknowledge that all Confidential Information is the sole property of Common Sense and that Recipient shall not acquire any proprietary interest in the Confidential Information.

3.2. **Intellectual Property.** Recipient acknowledges that the Confidential Information was designed, developed or otherwise obtained at great expense over lengthy periods of time, and that the Confidential Information is secret, confidential, unique and essential to the business of Common Sense and constitutes the exclusive property and trade secret of Common Sense. All

applicable rights to mask works, topographies, patents, copyrights, trademarks and trade secrets with respect to the Confidential Information of Common Sense are retained exclusively by Common Sense.

- 3.3. **Disclaimer.** Common Sense makes no representation or warranty as to accuracy, completeness, condition, suitability, or performance of the Confidential Information, and Common Sense shall have no liability whatsoever to Recipient resulting from its use of the Confidential Information. Nothing herein shall be construed as creating any obligation on Common Sense to disclose any Confidential Information or to enter into any agreement with Recipient on a commercial or any other basis.
- 3.4. **Acknowledgement.** Amniocheck™ Common Sense acknowledges that Recipient is in the process of developing a product known as Amniocheck™. Nothing contained in this agreement shall be deemed to limit, restrict or prohibit the Recipient from developing, marketing, manufacturing and selling Amniocheck or any products derived thereunder.
4. **Return of Confidential Information.** Recipient will return all of the Confidential Information in written or other tangible form, including any copies made, to Common Sense together with certification that any other copies or notes or summaries (to the extent including the Confidential Information) have been destroyed, promptly upon the request of Common Sense.
5. **Term and Termination.** The provisions of this Agreement shall remain in full force and effect for a period of five (5) years. The provisions of Sections 1 through 5 of this Agreement shall survive any termination.
6. **Injunctive Relief.** The parties acknowledge that Common Sense will be irreparably harmed if Recipient obligations under this Agreement are not specifically enforced and that Common Sense would not have an adequate remedy at law in the event of an actual or threatened violation by Recipient of its obligations. Therefore, in addition to all other remedies it may have, Common Sense shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Recipient or Recipient's employees or agents without the necessity of Common Sense showing actual damages or that monetary damages would not afford an adequate remedy. Recipient shall be directly liable for any and all reasonable attorney's fees incurred by the Common Sense to enforce this Agreement against Recipient in the courts of component jurisdiction.
7. **Assignment.** Recipient shall not assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of Common Sense.
8. **No Waiver.** Failure by a party to enforce any provisions of this Agreement at any time shall in no manner affect the right of that party at a later time to enforce any provision of this Agreement.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

- 10. **Severability.** In the event that any word, phrase, clause, sentence or other provision herein shall violate any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provisions shall be effective to the extent of such violation without invalidating any other provision herein.
- 11. **Entire Agreement.** This Agreement supersedes all previous understandings or agreements between the parties and incorporates the entire agreement of the parties with respect to the receipt and use of the Confidential Information. This Agreement may only be amended by a writing of subsequent date that is signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

**Common Sense Ltd.**

**[...]**

By: /s/ Illegible  
Name: \_\_\_\_\_  
Title: CEO

By: /s/ Stephen E. King  
Name: Stephen E. King  
Title: CEO