

EXHIBIT B FORM OF NON-DISCLOSURE AGREEMENT NONDISCLOSURE AGREEMENT THIS  
NONDISCLOSURE AGREEMENT ("Agreement") dated as of \_\_\_\_\_, 200\_\_\_\_ is entered into by  
and between AlgoRx Pharmaceuticals, Inc., a Delaware corporation ("AlgoRx"),  
and \_\_\_\_\_, a

\_\_\_\_\_ [CORPORATION] (the "Recipient"). 1. Confidential Information. For their mutual benefit, AlgoRx  
intends to discuss and disclose certain of its confidential information in connection with [INSERT A DESCRIPTION OF  
ACTIVITY THAT RECIPIENT IS PERFORMING FOR ALGORX] (the "AlgoRx Matter"). Confidential Information  
shall mean information including, without limitation, a formula, pattern, trade secret, compilation, program, method,  
technique, process, biological material, gene sequence, cell line, assay, chemical compound, model, invention, work of  
authorship, inventions, know-how, experimental work, sample, data, design, source code, research plan, business plan,  
business opportunity, customer, employee or personnel list, or financial statement on date proprietary to AlgoRx that  
derives independent economic value, actual or potential, for not being generally known to the public or to other persons  
who can obtain economic value from its disclosure or use. Confidential Information includes, but is not limited to,  
information disclosed in connection with the AlgoRx Matter. However, Confidential Information shall not include  
information that: (i) is now or subsequently becomes generally available to the public through no wrongful act or  
omission of the Recipient; (ii) the Recipient can demonstrate by written records to have had rightfully in its possession  
prior to disclosure to the Recipient by AlgoRx; or (iii) the Recipient rightfully obtains from a third party who has the  
right to transfer or disclose it. AlgoRx shall mark the material manifestations of its Confidential Information as being  
confidential and proprietary so that the Recipient is aware that its receipt is governed by the terms of this Agreement. The  
foregoing notwithstanding, the terms of this Agreement also pertain to materials not so marked if AlgoRx informs the  
Recipient of their confidential nature or if the Recipient otherwise knows or should reasonably be expected to know of  
their confidential nature. 2. Nondisclosure. Except as has been specifically authorized by AlgoRx in writing, the  
Recipient shall not reproduce, use, distribute, disclose or otherwise disseminate the Confidential Information and shall  
not take any action causing, or fail to take any reasonable action necessary to prevent, any Confidential Information  
disclosed to the Recipient pursuant to this Agreement to lose its character as Confidential Information. In the event the  
Recipient is required to disclose any Confidential Information pursuant to law or government regulation, the Recipient  
shall promptly notify AlgoRx in order to allow AlgoRx the maximum time to obtain protective or confidential treatment  
of the Confidential Information before it is disclosed. Upon termination of the discussion or evaluation of the AlgoRx  
Matter or upon request by AlgoRx, the Recipient shall promptly deliver to AlgoRx or destroy all Confidential

Information and all embodiments thereof then in its custody, control or possession and shall deliver within five days after such termination or request a written statement to AlgoRx certifying to such action. 3. Ownership. All Confidential Information shall remain the property of AlgoRx and no license or other right to such information is granted or implied hereby. Neither this Agreement nor the disclosing of Confidential Information to the Recipient constitutes any grant, right, license or assignment to the Recipient under any copyright, patent, trademark or other rights now or hereafter owned or controlled by AlgoRx. The AlgoRx Matter and all Confidential Information developed in connection therewith shall be the sole and exclusive property of AlgoRx. In the event any such Confidential Information developed in connection with the AlgoRx Matter is deemed not to be the property of AlgoRx, the Recipient hereby assigns all rights thereto to AlgoRx and hereby agrees to sign all instruments reasonably necessary in the opinion of AlgoRx to eliminate any ambiguity as to ownership by AlgoRx, and Recipient hereby grants to AlgoRx a limited power-of-attorney to execute any such instrument in the name of and on behalf of the Recipient to effect such assignment. 4. Duties of the Recipient. The Recipient agrees that access to Confidential Information will be limited to those employees or other authorized representatives of the Recipient, as applicable, who: (a) need to know such Confidential Information in connection with their work on the AlgoRx Matter; and (b) have agreed with the Recipient obligating them to maintain the confidentiality of information disclosed to them and designated or defined as confidential. The Recipient further agrees to inform such employees or authorized representatives, as applicable, of the confidential nature of Confidential Information and agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by them. The Recipient further agrees to promptly inform AlgoRx of any unauthorized disclosure or use of the Confidential Information. 5. Equitable Relief. The Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause great or irreparable injury to AlgoRx and that pecuniary compensation would not afford adequate relief or it would be extremely difficult to ascertain the amount of compensation which would afford adequate relief. Therefore, the Recipient agrees that AlgoRx will have the right to seek and obtain injunctive relief (without the requirement to post a bond) in addition to any other rights and remedies it may have. 6. Indemnity. The Recipient agrees to indemnify AlgoRx for any loss or damage suffered as a result of any breach by the Recipient of the terms of this Agreement including any reasonable fees and expenses incurred by AlgoRx in the collection of such indemnity. 7. Term. The Recipient's duty to protect Confidential Information pursuant to this Agreement expires ten years from the date of disclosure of the Confidential Information. 8. Agency. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. 9. Assignment. The Recipient shall not assign its rights or obligations under this Agreement without the prior written consent of AlgoRx. 10. Modification. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. 11. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts entered into and wholly to be performed in the State of New Jersey by New Jersey residents. 12. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed effectively given upon personal delivery, three days after deposit in the United States mail, by certified mail, postage prepaid, return receipt requested, or the day after delivery to a recognized overnight courier, to the following addresses: ALGORX RECIPIENT ALGORX PHARMACEUTICALS, INC. \_\_\_\_\_ 500 Plaza Drive, 2nd Floor \_\_\_\_\_ Secaucus, NJ 07094

Attention:

President Attention: \_\_\_\_\_ IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above. ALGORX PHARMACEUTICALS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_