

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This mutual Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into as of the date of the undersigned's on line registration and is by and between UNITED PHARMACY NETWORK and its principals and the registrant.

WHEREAS, the Parties agree that to facilitate possible future business transactions between them (the "Transactions") it will be necessary for each Party to disclose certain Information (as defined herein) on a confidential basis;

NOW, THEREFORE, in consideration of disclosure of Proprietary Information (as defined herein), the Parties agree as follows:

1. As used herein:

"Information" is defined as communications or data, in any form, including, but not limited to, oral, written, graphic or electromagnetic forms.

"Party" is defined as either entity executing this Agreement and any subsidiary, affiliate, or parent company of such entity.

"Proprietary Information" is defined as that Information which a Party desires to protect against unrestricted disclosure or any use not permitted by this Agreement, and which is designated as such in the manner provided by this Agreement.

2. All Information which is disclosed by a disclosing Party ("Disclosing Party") to a receiving Party ("Receiving Party") and which is to be protected hereunder by the Receiving Party as Proprietary Information:

(a) If in writing or other tangible form, shall be conspicuously labeled as confidential at the time of delivery; and

(b) If oral, shall be identified as proprietary prior to disclosure, and after disclosure shall be reduced to writing or other tangible form promptly, but in no event later than ten (10) business days thereafter, and delivered to the Receiving Party consistent with subparagraph (a) hereof.

3. Proprietary Information of the Disclosing Party shall be treated and safeguarded hereunder by the Receiving Party and its representatives (as hereinafter defined) using the same degree of care that it uses to protect its own Proprietary Information. The Receiving Party warrants that it will safeguard against the unauthorized disclosure of Proprietary Information in the same manner that the Receiving Party protects its own Proprietary Information but at all times with at least a reasonable degree of care. As used above, the term "representatives" shall mean any parent, subsidiary, affiliate, employee, independent contractor or other third party to whom the Receiving Party has a need to disclose, and does disclose, the Proprietary Information for the purpose of assisting the Receiving Party in performing with respect to the Disclosing Party.

4. The Receiving Party agrees that (i) any Proprietary Information disclosed hereunder shall be used by the Receiving Party and its representatives solely for the purpose of evaluating its interest in the Transactions; (ii) it and its representatives shall not use the Proprietary Information disclosed hereunder for any other purpose; and (iii) it shall not distribute, disclose, or disseminate to anyone except its representatives who are involved in the consideration of the Transaction such Proprietary Information, unless and until such time as:
 - (a) Such Proprietary Information is or becomes generally available to the public, through no fault of the Receiving Party or its representatives and without breach of this Agreement; or
 - (b) Such Proprietary Information is already in the possession of the Receiving Party or its representatives without restriction and prior to any disclosure hereunder, as evidenced by adequate documentation; or
 - (c) Such Proprietary Information is or has been lawfully disclosed to the Receiving Party or its representatives by a third party without an obligation of confidentiality upon the Receiving Party or its representatives; or
 - (d) Such Proprietary Information is developed independently by employees of the Receiving Party who did not have access to Proprietary Information disclosed hereunder, as evidenced by adequate documentation; or
 - (e) Such Proprietary Information is required to be disclosed pursuant to a requirement or request of a governmental or regulatory agency, provided, however, that prior to such disclosure the Receiving Party shall notify the Disclosing Party and shall exercise its reasonable best efforts to assist Disclosing Party's efforts to obtain a protective order or other similar protective arrangement covering the Proprietary Information.
5. This Agreement shall terminate one (1) year from the date first written above, except the obligations of confidentiality pursuant to paragraph 3 and the terms of paragraph 4 shall survive the termination hereof and for a period of one (1) additional year.
6. The Receiving Party shall advise all employees, consultants, advisors, agents and other representatives (collectively, "representatives") who will have access to this Proprietary Information as to the obligations contained herein.
7. Except as expressly provided herein, no license or right is granted by the Disclosing Party to the Receiving Party under any patent, patent applications, trademark, copyright or trade secret.
8. The failure of the Disclosing Party, by waiver or otherwise, to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce such provision or any other provision.
9. Upon termination of this Agreement and at the Disclosing Party's request and instruction, all Information in the possession of the Receiving Party which is Proprietary Information shall be returned to the Disclosing Party or destroyed.

10. Without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct its representatives who are given access to the Proprietary Information not to, disclose to any person (other than a person authorized hereunder) the fact that the Proprietary Information has been made available to the Receiving Party, that discussions or negotiations between the Receiving Party, are taking place or any of the terms, conditions or other facts with respect to the Transactions, including the status thereof. The term "person" as without limitation any corporation, company, partnership or individual.
11. Although the Receiving Party understands that the Disclosing Party has endeavored to include in the Proprietary Information, information known to it which it believes to be relevant for the purpose of the Receiving Party's investigation, the Receiving Party further understands that, except as may otherwise be agreed in writing, the Disclosing Party does not make any representation or warranty as to the accuracy or completeness of the Proprietary Information.
12. It is agreed that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving party or its representatives that has been determined by a court of competent jurisdiction. Accordingly, the Disclosing Party shall be entitled to injunctive relief, specific performance and/or any other appropriate equitable remedy in the event of a determination by a court of competent jurisdiction of any breach of the provisions of this Agreement. Such remedies shall not be deemed to the exclusive remedy for the Receiving Party's breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
13. This Agreement shall insure to the benefit of and be binding upon both parties hereto and their respective successors and assigns.
14. This Agreement shall constitute the entire agreement between the parties hereto with regard to the subject matter hereof. No modification, amendment or waiver shall be binding without the written consent of the parties. Each party hereto represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles of conflict of laws thereof.
16. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.