

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

**THIS AGREEMENT** is made and entered into effective \_\_\_\_\_, 2009, by and between **Noble Biomaterials, Inc.**, a Delaware corporation, and all its subsidiaries, including, without limitation, **Noble Fiber Technologies, LLC, Sauquoit Industries, LLC,** and **Noble Biomaterials Europe, S.R.L.**, with headquarters located at 300 Palm Street, Scranton, Pennsylvania 18505 ("Noble"), and **Fairlane-Division of VRTX**, a corporation organized under the laws of Georgia with offices located at 1204 Springwood Avenue, Gibsonville, NC 27249 ("Fairlane") for itself and its affiliated persons and entities.

**WHEREAS**, both parties, for their mutual benefit, desire to disclose to each other certain concepts, ideas, know-how, technology, techniques, solutions, processes, products, procedures, methods, and other information concerning the business of disclosing party that has been created, discovered, developed or obtained by disclosing party or provided or entrusted to disclosing party for safekeeping by its clients, and which are sensitive, confidential and proprietary to, and constitute valuable trade secrets of, disclosing party and/or its clients. All information disclosed by disclosing party to receiving party hereunder, regardless of the medium in which it is disclosed, shall be deemed "Confidential Information," and shall include, but not be limited to, product configurations, strategic alliances and business strategies.

**NOW THEREFORE**, in consideration of the foregoing and the covenants contained herein, Noble and Recipient agree as follows:

1. All Confidential Information will be disclosed by disclosing party to receiving party in strict confidence and solely for the purpose of evaluating the product for feasibility in manufacturing and marketing. Receiving party shall take all necessary steps to keep the Confidential Information in full and complete confidence, shall use the Confidential Information only to the extent necessary for the above-stated purpose, shall restrict disclosure of the Confidential Information to its agents, employees and representatives with a need to know (and advise such agents, employees and representatives of the obligations assumed herein), and shall not disclose the Confidential Information to any third party without prior written approval of disclosing party. In no instance shall any information where identified as confidential or not, disclosed by Noble be disclosed to any person or entity involved, directly or indirectly, in: (a) the metalizing of fabrics, fibers, or yarns; (b) the sale of any anti-microbial fabrics, fibers or yarns; or (c) the sale of any performance fibers, fabrics or yarns in direct or indirect competition with Noble or any of its affiliates or subsidiaries. However, confidential information subject to the restrictions of this Section shall not include:
  - (i) Information currently in the public domain;
  - (ii) Information which becomes public through no fault of the receiving party;
  - (iii) Information previously known to the receiving party prior to its disclosure to the receiving party by the disclosing party, as shown by the receiving party's contemporaneous written records; or
  - (iv) Information disclosed to the receiving party by a third party not in breach of any agreement.

Receiving party shall be responsible for any breach of this Agreement by its agents, employees or representatives in the course and scope of their duties on behalf of receiving party.

2. All Confidential Information shall remain the property of disclosing party and shall be returned by receiving party in whatever form provided, together with all copies receiving party may have made or which may be in its possession, at the earlier of disclosing party's request therefore or upon receiving party's determination that it no longer has a need for such Confidential Information.

3. The rights and obligations of the parties hereto shall apply to any Affiliate of such parties which receives or communicates Confidential Information. Each party shall be responsible for compliance by its Affiliates with the provisions of this Agreement. For the purposes hereof, "Affiliate" shall mean any entity or person that controls, is controlled by, or is under common control with, a party.
4. No license under any intellectual property right is either granted or implied by the conveyance of Confidential Information to receiving party. None of the Confidential Information which may be disclosed by disclosing party shall constitute any representation, warranty, assurance, guarantee or inducement of any kind including, without limitation, with respect to the non-infringement of intellectual property rights or other rights of third persons or of disclosing party. If the receiving party uses any of the Confidential Information in the development of any intellectual property, such intellectual property shall be the property of the disclosing party and the receiving party shall execute such documents as may be necessary for the purpose of transferring any rights in which the receiving party has in such intellectual property. The receiving party shall not reverse engineer or otherwise attempt to duplicate any processes used in the development and manufacture of any materials provided by the disclosing party. Any intellectual property rights developed by a receiving party in violation of this paragraph shall be the property of the disclosing party, and receiving party shall execute and deliver to disclosing party such documentation as is necessary to evidence disclosing party's rights in such intellectual property.
5. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise, intention or commitment by either party to purchase or sell any product or service from or to the other party or otherwise enter into a business relationship with the other party.
6. The receiving party agrees that irreparable damage would result to the disclosing party in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that, in addition to any other rights it may have at law or in equity, the disclosing party will be entitled to an injunction or injunctions, without being required to post a bond, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof. The existence of any claim or cause of action by the receiving party against the disclosing party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the disclosing party of any provision of this Agreement.
7. This Agreement constitutes the entire understanding between the parties hereto as to the subject matter hereof, merges all prior discussions between them relating thereto and shall be governed and construed in accordance with the laws of the State of Pennsylvania, United States of America, without regard to its conflict or choice of law rules. Any dispute arising in connection with this Agreement or the subject matter hereof shall be resolved in a state or federal court in the State of Pennsylvania, United States of America, and the parties hereby consent to jurisdiction and venue in such courts and waive any right to claim that such jurisdiction and venue are inconvenient or otherwise improper. In any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment of all costs and attorneys' fees (both trial and appellate) incurred in connection therewith.
8. This Agreement may not be assigned by either party without the written consent of the other party and shall be binding on each of the parties and any firm or entity of which either is an

affiliate, as well as the parties' respective successors and permitted assigns.

9. No amendment or modification of this Agreement shall be valid or binding on the parties hereto unless made in writing and signed on behalf of each of the parties by their authorized representatives. Each party warrants that it has the authority to enter into this Agreement for itself and its affiliated persons and entities.
10. The provisions of this Agreement shall remain in effect with respect to any Confidential Information disclosed by either party, for a period of five (5) years or until the Confidential Information (or that portion of it that is disclosed) becomes generally available to the public without breach of this Agreement.
11. Delay or failure by either party to enforce any term or condition of this Agreement shall not be deemed a waiver of enforcement or further enforcement of that or any other term or condition. A party's consent to or approval of any act of the other party shall not be deemed to waive or render

unnecessary consent to or approval of any subsequent similar act. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently.

12. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision that most closely achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.
13. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered by personal delivery, expedited delivery service, facsimile transmission followed by a confirmation copy by first class mail or certified or registered mail, postage prepaid, and addressed as set forth above or to such other address as may be designated by either party in writing from time to time.

**IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.**

<b>NOBLE BIOMATERIALS, INC., AND ITS SUBSIDIARIES</b>	
Address	300 Palm Street Scranton, PA 18505
Incorporated In	Delaware, USA
Authorized Signature	
Printed Name	Title
Date	

<b>FAIRLANE –DIVISION OF VRTX</b>	
Address	1204 Springwood Avenue Gibsonville, NC 27249
Incorporated In	Georgia, USA
Authorized Signature	
Printed Name	Title
Date	