NEUROMETRIX, INC.

 NON-COMPETE AGREEMENT

In consideration of and as a condition to my employment, or if now employed in consideration of and as a condition to my continued employment, by NeuroMetrix, Inc. (the "Company"), the granting of shares of common, no par value stock of the Company, and the compensation now and hereafter paid to me by the Company and other good and valuable consideration, the sufficiency of which I hereby

acknowledge, I hereby execute this Confidentiality & Non-Compete Agreement (the "Agreement") and agree to the following:

1. CONFIDENTIAL INFORMATION.

 a) COMPANY INFORMATION. I agree at all times during the term of my

 employment and thereafter to hold in strictest confidence, and not

 to use, except for the benefit of the Company, or to disclose to any

 person, firm or corporation without the prior written authorization

 of a duly authorized officer of the Company, any Confidential

 Information of the Company. I understand that "Confidential

 Information" means any Company proprietary information, technical

 data, trade secrets or know-how, including, but not limited to,

 research and development information, product plans, products,

 services, customer lists and customers, Work Product (as defined

 below), suppliers, software developments, inventions, processes,

 formulas, technology, designs, drawings, engineering information,

 hardware configuration information, marketing information, costs,

 pricing, finances or other business information disclosed to me by

 the Company either directly or indirectly in writing, orally or by

 drawings or inspection of parts or equipment either before or after

 the commencement of my employment. I further agree that all

 Confidential Information shall at all times remain the property of

 the Company. I understand that Confidential Information does not

 include any of the foregoing items which has become publicly known

 or made generally available through no wrongful act of mine.

 b) THIRD-PARTY INFORMATION. I recognize that the Company has received

 and in the future will receive from third parties their confidential

 or proprietary information subject to a duty on the Company's part

 to maintain the confidentiality of such information and to use it

 only for certain limited purposes. I agree to hold all such

 confidential or proprietary information in the strictest confidence

 and not to disclose it to any person, firm or corporation or to use

 it except as necessary in carrying out my work for the Company

 consistent with the Company's agreement with such third party.

2. WORK PRODUCT.

 a) ASSIGNMENT OF WORK PRODUCT. I agree that I will promptly make full

 written disclosure to the Company and will hold in trust for the

 sole right and benefit of the Company, and I hereby assign to the

 Company, or its designee, all my right, title and interest in and to

 any and all inventions, original works of authorship, developments,

 concepts,

 Page 1 of 5

<Page>

 improvements or trade secrets, of whatever nature and whether or not

 patentable or registrable under copyright or similar laws, which I

 may solely or jointly with others conceive or develop or reduce to

 practice, or cause to be conceived or developed or reduced to

 practice, during the period of time I am in the employ of the

 Company (collectively referred to as "Work Product"); and I further

 agree that the foregoing shall also apply to Work Product which

 relates the business of the Company or to the Company's anticipated

 business as of the end of my employment and which is conceived,

 developed, or reduced to practice during a period of one (1) year

 after the end of my employment. Without limiting the foregoing, I

 further acknowledge that all original works of authorship which are

 made by me (solely or jointly with others) within the scope of my

 employment and which are protectable by copyright are "works made

 for hire", as that term is defined in the United States Copyright

 Act.

 b) MAINTENANCE OF RECORDS. I agree to keep and maintain adequate and

 current written records of all Work Product made by me (solely or

 jointly with others) during the term of my employment by the

 Company. The records will be in form of notes, sketches, drawings,

 and any other format that may be specified by the Company. The

 records will be available to and remain the sole property of the

 Company at all times.

 c) PATENT AND COPYRIGHT REGISTRATIONS. I agree to assist the Company,

 or its designee, at the Company's expense, in every proper way to

 secure the Company's rights in the Work Product and any copyrights,

 patents, mask work rights or other intellectual property rights

 relating thereto in any and all countries, including the disclosure

 to the Company of all pertinent information and data with respect

 thereto and the execution of all applications, specifications,

 oaths, assignments and all other instruments which the Company shall

 deem necessary in order to apply for and obtain such rights and in

 order to assign and convey to the Company, its successors, assigns

 and nominees to sole and exclusive rights, title and interest in and

 to such Work Product, and any copyright, patents, mask work rights

 or other intellectual property rights relating thereto. This

 provision shall survive the termination of my employment by the

 Company, whether with or without cause.

3. RETURNING COMPANY PROPERTY. I agree that, at any time upon request of the

 Company, and in any event at the time of the termination of my employment

 by Company, I will deliver to the Company (and will not keep in my

 possession or deliver to anyone else) any and all devices, records, data,

 notes, reports, proposals, lists, correspondence, specifications, drawings,

 blueprints, sketches, materials, equipment, other documents or property, or

 reproductions of any of the aforementioned items, containing Confidential

 Information or otherwise belonging to the Company, its successors or

 assigns, whether prepared by me or supplied to me by the Company.

4. CONFLICTS

 a) CONFLICTING EMPLOYMENT. I agree that, during the term of my

 employment by the Company, I will not engage in any other

 employment, occupation, consulting or other business activity

 related to the business in which the Company is now involved or

 Page 2 of 5

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 becomes involved during the term of my employment, nor will I engage

 in any other activities that conflict with my obligations to

 Company.

 B) NO RESTRICTIONS. I am subject to no contractual or other restriction

 or obligation which will in any way limit my activities on behalf of

 the Company. I hereby represent and warrant to the Company that I do

 not claim rights in, or otherwise exclude from this Agreement, any

 Work Product (as defined above) or pervious work completed by me

 except the following (NOTE: IF NONE, PLEASE WRITE "NONE "; OR

 ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET, PLEASE SO

 INDICATE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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5. COVENANT AGAINST COMPETITION.

 a) For the purposes of this Section:

 i) "Competing Product" means any product, process, or service of

 any person or organization other than the Company, in

 existence or under development, (A) which is identical to,

 substantially the same as, or an adequate substitute for any

 product, process, or service of the Company, in existence or

 under development, on which I work during the time of my

 employment by the Company or about which I acquire

 Confidential Information, and (B) which is (or could

 reasonably be anticipated to be) marketed or distributed in

 such a manner and in such a geographic area as to actually

 compete with such product, process or services of the Company.

 ii) "Competing Organization" means any person or organization,

 including myself, engaged in, or about to become engaged in,

 research on or the acquisition, development, production,

 distribution, marketing, or providing of a Competing Product.

 b) As a material inducement to the Company to employ me, and in order

 to protect the Company's Confidential Information and good will, I

 agree to the following stipulations:

 i) For a period of twelve (12) months after termination of my

 employment by the Company, whether with or without cause, I

 will not directly or indirectly solicit or divert or accept

 business relating in any manner to Competing Products or to

 products, processes or services of the Company from any of the

 customers or accounts of the Company with which I had any

 contact as a result of my employment.

 ii) For a period of twelve (12) months after termination of my

 employment by the Company or its affiliates for any reason,

 whether with or without cause, I will not render services,

 directly or indirectly, as an employee, consultant or

 otherwise, to any Competing Organization in connection with

 research on or the acquisition,

 Page 3 of 5

<Page>

 development, production, distribution, marketing, or

 production of any Competing Product.

 iii) For a period of twelve (12) months after termination of my

 employment by the Company, whether with or without cause, I

 will not directly or indirectly solicit or take away, or

 attempt to solicit or take away, employees of the Company,

 either for my own business or for any other person or entity.

6. ENFORCEABILITY AND SEVERABILITY. In the event that any provision of this

 Agreement shall be determined to be unenforceable by any court of competent

 jurisdiction by reason of its extending for too great a period of time or

 over too large a geographic area or over too great a range of activities,

 it shall be interpreted to extend only over the maximum period of time,

 geographic area or range of activities as to which it may be enforceable.

 If any provision of this Agreement shall be determined to be invalid,

 illegal or otherwise unenforceable by any court of competent jurisdiction,

 the validity, legality and enforceability of the other provisions of this

 Agreement shall not be affected thereby. Any invalid, illegal or

 unenforceable provision of this Agreement shall be severable, and after any

 such severance, all other provisions hereof shall remain in full force and

 effect.

7. BREACH.

 a) EQUITABLE REMEDIES. I hereby expressly acknowledge that any breach

 or threatened breach of any of the terms and/or conditions set forth

 in this Agreement will result in substantial, continuing and

 irreparable injury to the Company. Therefore, I hereby agree that,

 in addition to any other remedy that may be available to the

 Company, the Company shall be entitled to injunctive or other

 equitable relief by a court of appropriate jurisdiction in the event

 of breach or threatened breach of the terms of this Agreement.

 b) TOLLING. If any provisions of this Agreement are violated, then the

 time limitations set forth in this Agreement shall be extended for a

 period of time equal to the period of time during which such breach

 occurs, and, in the event the Company is required to seek relief

 from such breach before any court, board or other tribunal, then the

 time limitation shall be extended for a period of time equal to the

 pendency of such proceedings, including all appeals.

8. GENERAL PROVISIONS

 a) ENTIRE AGREEMENT. This Agreement supersedes all previous agreements,

 written or oral, between the Company and me relating to the subject

 matter of this Agreement, sets forth the entire agreement and

 understanding between the Company and me relating to the subject

 matter herein and merges all prior discussions between us with

 respect hereto. No modification of or amendment to this Agreement,

 nor any waiver of any rights under this Agreement, will be effective

 unless in writing signed by the party to be

 Page 4 of 5

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 charged. Any subsequent change or changes in my duties, job title or

 compensation will not affect the validity or scope of this

 Agreement.

 b) SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of

 the Company and its legal representatives, successors and assigns,

 and shall be binding upon me and my heirs, legal representatives,

 successors and assigns.

 c) GOVERNING LAW. This Agreement will be governed by the laws of the

 Commonwealth of Massachusetts, without regard to conflicts of law

 principles.

 d) HEADINGS. The headings in this Stockholders Agreement are for

 convenience of reference only, and they shall not limit or otherwise

 affect the interpretation of any term or provision hereof.

I ACKNOWLEDGE THAT BEFORE PLACING MY SIGNATURE HEREUNDER, I HAVE READ ALL OF THE

PROVISIONS OF THIS AGREEMENT AND HAVE RECEIVED A COPY HEREOF TODAY. I FURTHER

ACKNOWLEDGE THAT ALTHOUGH THIS AGREEMENT HAS BEEN SIGNED AFTER THE COMMENCEMENT

OF MY EMPLOYMENT, IT APPLIES TO ANY AND ALL INFORMATION RECEIVED BY ME DURING MY

EMPLOYMENT.

Executed as a document under seal effective as of June 21, 2004.

 Signed:

 /s/ Shai N. Gozani, M.D., Ph.D.

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 Shai N. Gozani, M.D., Ph.D.

 187 Mason Terrace

 Brookline, MA 02446

For NeuroMetrix, Inc.

/s/ Nicholas J. Alessi

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Authorized Signature