

Confidentiality and Non-disclosure Agreement

In connection with the consideration of a contractual relationship between _____ the investigator, university, lab, hospital or other research or clinical entity (referred herein as ‘Investigator;’) and Exodon, LLC, Inc.(referred herein as ‘Exodon’), each party has requested or may request certain information of the other.

As a condition of being furnished such information, each party agrees to treat any information concerning the other party (whether prepared by the Investigator or Exodon, its advisors, sponsors or otherwise) furnished by or on behalf of the either party (herein collectively referred to as the “Evaluation Material”_ as proprietary and confidential in accordance with the provisions of this letter agreement.

The term Evaluation Material includes, but is not limited to, contracts, agreements, research protocols, grants, proposed research projects and methods shall be deemed to be confidential and proprietary information without regard to whether such documents have been designated as such. The term “Evaluation Material” does not include information which (i) is or becomes generally available to the public (ii) was in the possession of the Investigator prior to receipt of the Evaluation Material from Exodon (iii) becomes available to the Investigator to which information was provided on a nonconfidential basis from a source other than Exodon providing the information or its advisors, provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, the Investigator providing the information or another party.

Each party agrees that the Evaluation Material will be used solely for the purposes of evaluating a possible research alliance between Exodon and the Investigator and that such information will be kept confidential during and subsequent to the term by each party and its advisors and agents and each party agrees that (i) neither it nor any of its advisors or agents shall at any time or in any manner, directly or indirectly, disclose to any person or entity any or all of the Evaluation Material, and (ii) neither it nor any of its advisors shall at any time or in any manner directly or indirectly, utilize any and all of the Evaluation Material of any purpose whatsoever other than evaluating a possible research alliance between Exodon and the Investigator.

If any disclosure of such information regarding the Evaluation Material is to be made available for the sole purpose of developing a research alliance, prior to the release of the Evaluation Material, a representative of Exodon must consent in writing. In addition, nothing contained herein shall be deemed to prevent disclosure of any Evaluation Material if, in the opinion of either party’s legal counsel, such disclosure is required to be made by law or is required to be made in connection with any filings made with the Securities and Exchange Commission or required by the disclosure policies of the American Stock Exchange.

To secure the confidentiality of the Evaluation Material, each party reviewing the same (the “Recipient”) shall:

- (a) Keep separate all of the Evaluation Material and all information generated by the Recipient based thereon from other documents and records of the Recipient;
- (b) Keep all documents and any other material bearing or incorporating any of the Evaluation Material at the usual place of business of the Recipient or at the place of business of a Recipient's representatives, agents or advisors used in connection with the Transaction except as specifically permitted in writing by the Party providing the Evaluation Material (the "Owner");
- (c) Take all reasonable precautions to maintain the confidentiality of the Evaluation Material;
- (d) Make copies of the Evaluation Material only to the extent that the same is required for the Transaction by the Recipient;
- (e) At the request of the Owner made at any time, (i) deliver to the Owner all Evaluation Material including originals or copies thereof that may be in the possession of any person authorized by this agreement to have access to the Evaluation Material, and (ii) destroy all notes, memorandums, extracts, reports or other writings that bear or incorporate any part of the Evaluation Material prepared by the Recipient and any person authorized by this agreement to have access to the Evaluation Material.

The parties recognize and agree that any violation of this letter agreement by any party or any person acting on its behalf may cause irreparable harm to the other party for which monetary damages would be inadequate, and that, in addition to such other remedies as may be available including recovery of damages, the party which has been harmed shall be entitled to seek specific enforcement of the provisions hereof and/or injunction relief; provided, however, that the party accused of such violation may offer any fact-based defenses on its own behalf. This provision shall survive the termination of this agreement.

This agreement may be terminated by either party by providing the other party with notice of intent to abandon the Transaction. Upon termination, the parties shall return all Evaluation Material, and all copies, to the Owner within three (3) business days of receipt of notice from the other party terminating the agreement. Evaluation Material stored in electronic media shall be returned to the Owner of destroyed and rendered inaccessible by the Receiving Party.

The term of this agreement (the "Term") shall commence on the date of receiving the Evaluation Material and shall terminate on the date agreed upon by both parties, unless earlier terminated as provided herein. The termination of the agreement shall not relieve the parties of their continuing duty of confidentiality with respect to the Evaluation Material.

Please confirm that the foregoing fully and accurately sets forth the agreement between the parties by executing a counterpart of this letter agreement and returning it to the undersigned. You may wish to retain a copy for your file.

We look forward to furthering our discussions.

Very truly yours,

Exodon

CONFIRMED, ACKNOWLEDGED AND AGREED:

By: _____