



NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This agreement ("Agreement") is made effective as of DATE: _____ by and between AVM Biotechnology, Inc., a research organization, with its primary place of business located at 1749 Dexter Avenue North, Seattle WA 98109 (hereinafter referred to as "AVM Biotechnology")

and
Name: _____

Address: _____

hereinafter referred to as "Institution" in reference to AVM Biotechnology, LLC's. (hereinafter referred to as "Sponsor") Compassionate Use Program (CUP),

The parties may wish, from time to time, to disclose confidential information to each other, and a Sponsor may wish to disclose confidential information directly to Institution ("Confidential Information"). Such Confidential Information includes, but is not limited to the CUP, any business or technical information of the Sponsor, product information, plans, designs, costs, product prices and names, finances, marketing plans, personnel, research, development, know-how, formulations, techniques and any information that is designated by the disclosing party as "confidential" or "proprietary," or, if orally disclosed, reduced to writing by the disclosing party within thirty (30) days of disclosure.

Each party will maintain in strict confidence, and will not use or disclose, except as expressly permitted under this Agreement, any Confidential Information received from the other party or Sponsor to third parties for a period of five (5) years from receipt thereof, provided that the recipient party's obligation shall not apply to information that is (a) already in the recipient party's possession at the time of disclosure thereof; (b) or later becomes part of the public domain through no fault of the recipient party; (c) received from a third party having no obligations of confidentiality to the disclosing party; (d) independently developed by the recipient party without reference to or reliance on the other party's Confidential Information; or (e) required by law or regulation to be disclosed. In the event that information is required to be disclosed pursuant to the foregoing point (e), the party required to make disclosure shall promptly notify the other party (to the extent permitted and practical under the circumstance) to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

Each party agrees to use the same degree of care to maintain the confidentiality of all Confidential Information received from the other party that it uses to maintain the confidentiality of its own information of similar importance, but in no event will it use less than reasonable care. All rights,

including, but not limited to, patent rights and trade secrets in the Confidential Information shall remain the property of the disclosing party.

Institution agrees that individuals, including but not limited to its officers, directors, employees and the treating providers, to which it gives access to Sponsor's Confidential Information are bound to confidentiality and nondisclosure obligations which are no less restrictive than the terms of this Agreement.

Institution agrees that AVM Biotechnology may compile a database of information from Institution and its personnel, for use in connection with the CUP (including but not limited to feasibility questionnaires, CVs, licenses, medical specialties, participation in clinical trials, financial disclosure forms) and/or may use this information for purposes related to its business.

AVM Biotechnology and Institution are entering into this Agreement with each other with the understanding that neither party will be obligated to enter into any further agreement with the other party. Nothing in this agreement shall be construed as granting a license to AVM Biotechnology or Institution. None of the terms of this Agreement shall be amended except in writing signed by both parties. The parties have caused this Agreement to be executed by their duly authorized representatives.

AVM Biotechnology, Inc.

Institution Representative

Please print

Please print

Please sign Date

Please sign Date

Title

Title