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## CONFIDENTIALITY AGREEMENT

This agreement effective this \_\_\_\_\_, by and between the undersigned and R-Research, A New Jersey Office, of 2067 Klockner Road, Hamilton, New Jersey 08690, hereinafter referred to as R-Research, shall govern the conditions of disclosure by the undersigned which relates the following:

- (1) All protocols sent to
- (2) Any additional information regarding or relating to the clinical research trial involving the above protocol, including but not limited to any business or scientific plans with regard with same

For purposes of this Agreement “Information” includes but is not necessarily limited to, all notes, books, papers, diagrams, documents, reports, memoranda and all data or information in whatever form, disclosed R-Research to paragraphs (1) and (2) above.

With regard to the aforementioned information, the undersigned hereby agrees (1) not to use such information except for the purpose of discussing a clinical research agreement with Odyssey International and/or conducting said clinical research and (2) not to disclose information to others without express written permission of R-Research, except that the undersigned shall not be prevented from using or disclosing information:

- (a) Which the undersigned can demonstrate by written records was previously known to same;
- (b) Which is now public knowledge, or becomes public knowledge in the future, other than through acts or admissions of the undersigned in violation of his Confidentiality Agreement; or
- (c) Which is lawfully obtained by the undersigned from sources independent of Odyssey International who have a lawful right to disclose such information.

It is further agreed that furnishing of Information to the undersigned shall not constitute any grant, option or license to same under any patent or other rights now or hereinafter held by R-Research or held by any third party from whom R-Research information protected by a confidentiality agreement.

The Undersigned acknowledges that disclosure or distribution of the Information or use of the Information contrary to the terms of this Agreement may cause irreparable harm for which damages by law may not be an adequate remedy, and agrees that the provisions of this agreement prohibiting disclosure or distribution of the Information or use contrary to the provisions hereof may be specifically enforced by a court of contempt jurisdiction in addition to any and all other remedies available at law or in equity.

The obligations under the terms of this agreement shall remain in effect for ten (10) years from the date hereof.

This agreement may be signed in two counterparts, each of which is to be considered an original, and taken together as one and the same document, This agreement may also be signed via facsimile transmission and signatures obtained in this matter shall be considered original.

FOR INSTITUTION OR PRINCIPAL INVESTIGATOR

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

For R-Research

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_