

CONFIDENTIALITY AND NON-USE AGREEMENT

THIS AGREEMENT, by and between Björn Kadesjö and Eli Lilly Sweden AB, Warfvinges väg 25, 104 25 Stockholm ("Lilly") is made for the purpose of ensuring confidentiality in connection with discussions related to the following: **atomoxetine hydrochloride/ Strattera**.

For purposes of this Agreement, Confidential Information shall mean all information regarding or belonging to Lilly, including, without limitation, (i) know-how, data, specifications, documents, techniques, processes, materials, product samples, apparatus, business plans or other information disclosed by Lilly directly or indirectly to Recipient; (ii) information furnished to Recipient by any representative of Lilly; (iii) information acquired by Recipient, by observation or otherwise, during a visit to Lilly facilities; (iv) information or other work product developed by Recipient and/or Lilly in connection with this Agreement; and (v) information which Lilly is under an obligation to third parties to maintain as confidential.

Confidential Information shall not include any information that (i) was known to Recipient or to the public prior to disclosure by Lilly under this Agreement as shown by written records; (ii) becomes known to the public from a source other than Recipient; (iii) is disclosed to Recipient by a third party, having a legal right to make such disclosure; or (iv) is required to be disclosed by law, provided, however, Recipient shall promptly notify Lilly and shall not disclose any information without Lilly's prior written consent or until Lilly has exhausted any legal actions it may take to prevent or limit the requested disclosure.

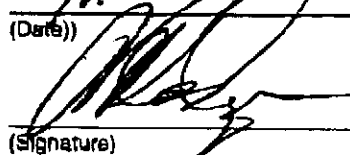
IN CONSIDERATION of Lilly disclosing Confidential Information to Recipient and other valuable consideration, Recipient agrees as follows:

1. to receive and maintain in strict confidence all Confidential Information;
2. to not distribute, disclose or disseminate any Confidential Information to anyone, except employees of Recipient who have a definable need to know for purposes of furthering the authorized purpose of the disclosure;
3. to not utilize any Confidential Information for any purpose other than the contemplation of this Agreement;
4. that Recipient's employees and agents to whom Confidential Information is to be disclosed will be obligated to protect the Confidential Information to the same extent as Recipient;
5. in the event that samples of products or other items are furnished to Recipient in connection with this Agreement, Recipient shall (a) disclose to Lilly all results of any test conducted on such samples; (b) return to Lilly any remaining portion of such samples at the conclusion of the evaluation; and (c) treat any data or information generated from analyses of the samples as Confidential Information hereunder; and
6. at Lilly's request, Recipient shall return to Lilly all Confidential Information of a returnable nature covered by the terms of this Agreement.

Institutions or other third parties with which Recipient may be affiliated may have policies applicable to this type of agreement. By executing this Agreement, Recipient warrants and represents that it has a right to enter into this Agreement with Lilly and that the Agreement does not violate policies, if any, of institutions with which the Recipient is affiliated or any other contract or relationship.

The obligations of confidentiality and non-use shall expire ten (10) years from the date of this Agreement set forth above. This Agreement is in addition to and does not supersede any prior agreements of confidentiality or non-disclosure between Recipient and Lilly. Recipient, by execution of this Agreement, acknowledges that one copy will be delivered or mailed to Lilly at the address above.

AGREED AND ACCEPTED:

26/11-02
(Date)

(Signature)

(Name, please print) Björn Kadesjö
Överläkare
Tel: 031-343 52 55