

(logia)

CONFIDENTIALITY AND NON-USE AGREEMENT

THIS AGREEMENT, by and between med dr. Björn Kadesjö, Barnneuropsykiatri (BNK), Drottning Silvias barn och ungdomssjukhus and Eli Lilly Sweden AB, org nr: 556135-1171, Gustaf III Boulevard 42, Box 721, 169 27 Solna, is made this day of _____, 2004 for the purpose of ensuring confidentiality in connection with discussions related to the following: LY139603, commonly known as atomoxetine, under protocol title "A Randomised, Double Blind Placebo Controlled Study of the Broader Efficacy of Atomoxetine Hydrochloride in the Treatment of Attention-Deficit/Hyperactivity Disorder (ADHD) in Swedish Children and Adolescents."

In consideration of Lilly or Lilly-designated representatives disclosing Confidential Information to Recipient and other valuable consideration, Recipient agrees as follows:

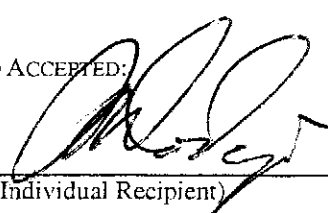
- to keep all information provided to Recipient by Lilly or Lilly-designated representatives or generated by Recipient in connection with this Agreement ("Confidential Information") in confidence and not use Confidential Information for any purpose not contemplated by this Agreement for at least five (5) years from the date of disclosure;
- to the extent disclosure is requested of Recipient by any third party, Recipient shall promptly notify Lilly and shall not disclose any information without Lilly's prior written consent. If such disclosure is sought under a claim of legal right, Recipient agrees to notify Lilly promptly of such claim, to permit Lilly to defend against any such claim, and to cooperate in such defense; provided however, the Recipient, in no event shall be obligated to defy any law, regulation or judicial or governmental order.
- to not utilize any Confidential Information for any purpose other than the contemplation of this Agreement; and
- to return, upon request, all Confidential Information of a returnable nature.

The foregoing obligations of confidentiality and non-use will not apply to information that is or later becomes part of the public domain other than through Recipient's act or omission; was known by Recipient prior to disclosure by Lilly or becomes known from an independent source or third party under no obligation to Lilly or any other third party to keep such information confidential, as can be shown by prior written documentation; or is independently developed, as shown by written documentation, by Recipient's personnel who have not had access to confidential information provided by Lilly.

If Recipient is an individual, Recipient agrees to not distribute, disclose or disseminate any Confidential Information to others. If Recipient is an institution or other legal entity, Recipient agrees to not distribute, disclose or disseminate any Confidential Information to anyone, except employees or contractors of Recipient who are obligated to these same terms of confidentiality and non-use and have a definable need to know for purposes of furthering the authorized purpose of the disclosure. 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 Recipient has a right to enter into this Agreement with Lilly and that the Agreement does not violate policies, if any, of institutions with which Recipient is affiliated or any other contract or relationship.

This Agreement is in addition to and does not supersede any prior agreements of confidentiality or non-use between Recipient and Lilly. Recipient, by execution of this Agreement, acknowledges that one copy will be delivered or mailed to Eli Lilly Sweden AB, Gustav III Boulevard 42, Box 721, 169 21 Solna.

AGREED AND ACCEPTED:



(Signature of Individual Recipient)

Björn Kadesjö

(Typed or Printed Name and Title)

8/2-05

(Date)