

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement (this “Agreement”), dated _____ (the “Effective Date”), is entered into by and between ProtoKinetix, Incorporated, a Nevada corporation, having a place of business at 412 Mulberry Street, Marietta, Ohio 45750 (“ProtoKinetix”), and _____ an individual or corporation in the state of _____ having an address of _____ (together and individually as “Recipient”). Each ProtoKinetix and Recipient shall be referred to as a “Party” and collectively the “Parties”. In consideration of the mutual promises and covenants contained in this Agreement and the disclosure of confidential information to each other, the Parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

a. “Affiliate” means any party, any company, other corporate entity or person which directly or indirectly controls, is controlled by, or is under common control with, that party or its shareholders. For purposes of this definition, “control” means possession, directly or indirectly, of the power to direct or cause the direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.

b. “ProtoKinetix” shall mean ProtoKinetix as well as its Affiliates, successors and assigns.

c. “Recipient” shall mean named Recipient as well as its Affiliates, successors and assigns.

2. **Purpose.** A business relationship is or may be contemplated between the Parties. Recipient may use ProtoKinetix’s Confidential Information (as defined in Section 3 of this Agreement) pursuant to the terms of this Agreement and solely in connection with the existing or contemplated business relationship (the “Purpose”).

3. **Confidential Information.**

a. “Confidential Information” means any tangible or intangible non-public information in any form, whether received in writing, orally, visually or by way of electronically stored information, which ProtoKinetix discloses to Recipient, or which Recipient discloses to Protokinetix, including, without limitation, Trade Secrets (as defined below), financial information, business opportunities, patent and patent applications, trademarks, copyrights, information related to systems, products, business processes, inventions, computer software programs, marketing or sales techniques, costs, business interests, initiatives, objectives, plans, strategies, customers, suppliers, vendors, lenders, underwriters, employees or any other information that ProtoKinetix and Recipient treats as confidential or is disclosed under conditions that would reasonably be deemed confidential or proprietary by the ProtoKinetix and Recipient.

Each item of Confidential Information is independent of every other item of Confidential Information and the disclosure or use of one such item shall not permit the disclosure or use of any other item of Confidential Information. “Trade Secret” means any information that constitutes a trade secret within the meaning of applicable law and are labeled as such. Trade Secrets may be disclosed under this Agreement by way of the Parties

relationship. If any Trade Secrets are disclosed to the Recipient, such Trade Secrets shall also be considered Confidential Information protected under this Agreement, except that the confidentiality obligations and other protections applicable to such Trade Secrets shall continue in perpetuity or until such time as ProtoKinetix no longer treats such information as a Trade Secret or such information falls within an exception under this Agreement.

b. Confidential Information shall not include information that Recipient can prove: (i) was previously known to Recipient without any obligation to keep the information confidential; (ii) was or became available to the public, provided disclosure was not unauthorized and was not given under circumstances where it was intended to remain confidential; (iii) was independently developed by Recipient without use of or reference to ProtoKinetix's Confidential Information learned through his relationship with ProtoKinetix or arising out of this Agreement; or (iv) was received from a person or third party, other than ProtoKinetix, who had the lawful right to disclose and disclosure does not violate ProtoKinetix's rights to keep the information confidential.

4. **Level of Protection.** Recipient and Protokinetix will at all times use reasonable efforts to protect the Confidential Information of both Parties and to prevent the unauthorized use, disclosure or publication of the Confidential Information within reasonable industry standards.

Without limiting the foregoing, Recipient shall not use, disclose, make available or reproduce the Confidential Information (or permit others to do so) unless consented to in writing by ProtoKinetix. If Recipient becomes aware of any loss or unauthorized disclosure of Confidential Information, Recipient will promptly notify ProtoKinetix of such and use reasonable efforts to retrieve such Confidential Information. Recipient's disclosure of Confidential Information pursuant to a judicial or administrative order will not be deemed to be a breach of this Agreement, provided that, to the extent legally permissible, Recipient provides timely written notice of such order to ProtoKinetix so that a protective order or other appropriate remedy may be sought. If such protective order or other remedy is not obtained, Recipient shall furnish only that portion of the Confidential Information that is legally required to be furnished in the opinion of ProtoKinetix's counsel, and confidential treatment shall be requested. Compulsory disclosures made pursuant to this Section 4 will not alter the confidential designation of the Confidential Information, and Recipient's obligations of confidentiality shall continue with respect to non-compelled disclosures.

5. **Material Nonpublic Information; No Trade.** Recipient acknowledges that during the term of this Agreement, it may become aware of certain information that is both (a) material (meaning the average investor would want to know such information before deciding whether to buy, sell or hold securities of ProtoKinetix); and (b) nonpublic (meaning the information has not been disclosed in ProtoKinetix's filings with the SEC or in a press release issued by ProtoKinetix that has been broadly disseminated to the investing public). Recipient may not purchase or sell any securities of ProtoKinetix while in possession of material nonpublic information concerning ProtoKinetix. If such material nonpublic information is disclosed to the public, Recipient may not buy or sell any securities of ProtoKinetix until the second business day after such disclosure (i.e., the second day after the applicable SEC filing or press release).

6. **Term and Termination.** Unless earlier terminated by written notice of ProtoKinetix to Recipient, this Agreement shall remain in force and effect for three years from the Effective Date. Notwithstanding the foregoing, the burdens of non-use and confidentiality with respect to the Confidential Information disclosed, will survive termination or expiration of this Agreement for a period of seven (7) years; provided, however, the rights and obligations contained in Sections 3, 4, 5, 7, 8 and 9 and the applicable legal protections afforded by ProtoKinetix's patents, trademarks, and copyrights will survive indefinitely. Upon termination or expiration of this Agreement or otherwise upon request of ProtoKinetix, Recipient will cease using the Confidential Information and return all records, files, notes, memoranda, reports, plans and innerworkings of any software, products, models, prototypes or other items of ProtoKinetix that use, embody or contain Confidential Information ("Resulting Information") within five business days. ProtoKinetix may, in its sole discretion, permit the Recipient to destroy the Confidential Information and Resulting Information, rather than return it, and certify as destroyed all originals and copies of Confidential Information and Resulting Information received under this Agreement.

7. **No Obligation; No License Granted; No Warranty.** No obligation of any kind is assumed or implied against either Party by virtue of a Party's meetings or conversations with respect to whatever Confidential Information is exchanged. No Party acquires any intellectual property rights or licenses under this Agreement except the limited right to use the Confidential Information as permitted in connection with the Purpose. All Confidential Information remains the property of ProtoKinetix.

8. **Governing Law/Equitable Relief.** This Agreement is governed and interpreted in accordance with the laws of the State of Colorado without regard to its conflicts of law provisions. All disputes arising out of or relating to this Agreement and all actions to enforce this Agreement shall be adjudicated in the state courts or federal courts sitting in Denver, Colorado. The Parties hereto irrevocably submit to the jurisdiction of such courts in any suit, action or proceeding relating to any such dispute. So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process or as permitted by law, shall be necessary in order to confer jurisdiction upon the undersigned in any such court. Notwithstanding anything to the contrary herein, the Recipient acknowledges that a breach of this Agreement, actual or threatened, will cause irreparable harm to ProtoKinetix, the amount of which may be extremely difficult to estimate, thus making any remedy at law inadequate. In the event of any actual or threatened breach of this Agreement, ProtoKinetix will be entitled to seek injunctive and all other appropriate relief from a court of competent authority.

9. **Miscellaneous.** The Parties will perform their respective obligations hereunder without charge to the other. If any part of this Agreement is found invalid, such invalidity will not affect the validity of remaining portions of this Agreement, and the Parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This is the complete agreement between the Parties regarding the treatment of any Confidential Information exchanged between them and may be modified only by a writing duly executed by the Parties. This Agreement will apply in lieu of and notwithstanding any specific legend or statement associated with any particular document or information exchanged. Any notice to be given hereunder by a Party to the other, must be in writing to the addresses listed on the first page hereof. This Agreement is not assignable or otherwise transferable by Recipient without the written consent of the ProtoKinetix. Notwithstanding anything to the contrary, each Party has the right to

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disclose the terms and conditions of this Agreement to the extent necessary to establish rights or enforce obligations under this Agreement. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of both Parties and their successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

ProtoKinetix, Incorporated

By: Clarence E. Smith

Printed Name: _

Signature :

Date