

UbiVac, Inc.
Attn: Bernard A. Fox, Ph.D., Chief Executive Officer
18183 S.W. Boones Ferry Road
Portland, Oregon 97224

Subject: Confidentiality Agreement for Possible Investment

Dear Dr. Fox:

In connection with my evaluation of an investment (the "Investment") with UbiVac, Inc. (the "Company"), I understand that I may receive information concerning the business and affairs of the Company, including the Company's financial statements, business plans, and agreements to which the Company is a party. As a condition to receiving information relating to the Company, I agree to abide by the terms of this letter agreement. ("I," "me," and similar pronouns and related words refer to the potential investor named below, whether an individual, entity, or otherwise.)

I will retain in strict confidence all information I receive related to the Company, unless the information (a) is publicly available other than on account of a breach of any confidentiality obligation to the Company, (b) was known to me prior to disclosure, or (c) is or becomes available to me on a nonconfidential basis from a source other than the Company or its agents, provided that the other source is not bound by a confidentiality agreement with the Company. The fact that portions of documents I receive may be publicly available or otherwise not subject to this agreement will not affect my obligations with respect to the remaining portion(s).

I will use the information I receive only in connection with the Investment and will not otherwise use it in my business or disclose it to others, except that I may communicate the information to those of my directors, officers, members, managers, advisors, employees, trustees, and agents (if any) who need to have the information to evaluate the Investment, provided that each such person is informed that the information is strictly confidential and each such person is obligated not to disclose or use it except as provided in this letter agreement. I agree that my duty of confidentiality is binding on me and my agents, as well as any individual or entity (e.g., trust, corporation, or other entity) on whose behalf I am receiving information. I am jointly and severally responsible for any breach of this agreement by any person to whom I provide confidential information.

All notes, analyses, or other documents prepared by me or my agents that contain, reflect or are based on, in whole or in part, the information I receive will be deemed information protected by this letter agreement. If I am required by judicial or administrative process to disclose the information I receive, I will promptly notify the Company, allow the Company a reasonable time to oppose such process, and cooperate with the Company seeking to obtain a protective order concerning the information. If

disclosure is nonetheless required, I will use reasonable efforts to minimize the dissemination of the information.

I acknowledge that the Company reserves the right to reject any or all offers relating to the Investment. If I do not participate in the Investment, I will return to the Company or destroy all information I received relating to the Company, including any documents prepared by me or my agent(s) based on the information, together with all copies of the information.

I understand and agree that money damages would not be a sufficient remedy for any breach of this letter agreement and that the Company will be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies will be in addition to other remedies available at law or in equity. In any litigation relating to this letter agreement, if a court determines that I or any of my agents have breached this letter agreement, then I will be liable for the reasonable legal fees incurred by the Company in connection with the litigation.

This letter agreement will be governed by Oregon law, without regard to conflicts of law principles. Unless waived by both the Company and me, the exclusive jurisdiction and venue for any action arising out of or relating to the subject matter of this letter agreement will be state and federal courts located in Multnomah County, Oregon, and I hereby submit to the personal jurisdiction of such courts.

This letter agreement is effective when signed by me and delivered to the Company, and terminates one year from its date. My obligations as to information received during that period will survive termination. Delivery of a signed copy of this letter agreement by electronic means will have the same effect as delivery of the signed original. All additions or modifications to this letter agreement must be in writing and executed by both the Company and me.

Potential Investor Name:

Signature: _____

Name (if signing for entity):

Title: _____

Address:

E-mail: _____

Date: _____