

EXHIBIT B

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (the "Agreement"), dated January 1, 2004 (the "Effective Date"), is entered into by and between Chromocell Corporation., a Delaware corporation (the "Company"), and Günter Blobel, an employee of the Howard Hughes Medical Institute (the "Institute") at the Institute's laboratory at The Rockefeller University (the "University"), residing at 1100 Park Avenue, New York, NY 10128 (the "Independent Contractor").

WHEREAS, the Company desires to retain Independent Contractor to perform services for the Company, as more particularly described herein; and

WHEREAS, Independent Contractor desires to provide services to the Company pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Services To Be Performed. The Independent Contractor will consult with and advise the Company on the Services, as such word is defined below (the "Services"). The Independent Contractor agrees to use his/her best efforts in the performance of his/her obligations under this Agreement in order to perform such services according to the highest industry standards. Subject to the other terms of this Agreement, the Independent Contractor shall cooperate with the Company's personnel, shall not interfere with the conduct of the Company's business and shall observe all rules, regulations and security requirements of the Company to the extent they apply to non-employee consultants and are not inconsistent with the terms of this Agreement. Upon request by the Company, and at times mutually agreed upon by the Company and the Independent Contractor, the Independent Contractor shall devote up to one day per month to providing the Services to the Company pursuant to this Agreement. The Company acknowledges that the Independent Contractor is an employee of the Institute and is subject to the Institute's policies, including policies concerning consulting, conflicts of interest and intellectual property. The Independent Contractor shall be engaged by the Company as a consultant for the exchange of ideas only and shall not direct or conduct research for or on behalf of the Company.

"Services" shall consist of the following: (i) serving on the Company's scientific advisory board; (ii) providing scientific advice regarding the Company's product lines, the general direction of its research program, recruitment of personnel, and techniques used in its research; and (iii) generally advising the Company in its efforts to produce, develop and market its products. The Independent Contractor shall not serve as a director or officer of the Company, nor conduct Company business, nor shall he engage in any other activities pertaining to the Company, other than those specified above as Services. The Independent Contractor shall furnish the Services directly to the Company only and shall not interact with third parties for or on behalf of the Company.

2. Independent Contractor. It is the express intention of the parties hereto that the Independent Contractor is an independent contractor and not an employee, agent, joint venturer or partner of the Company for any purposes whatsoever. The Independent Contractor shall not be entitled to any benefits which the Company may make available to employees from time to time. The Independent

Contractor shall be solely responsible for all state and federal income taxes, unemployment insurance and social security taxes and for maintaining adequate workers' compensation insurance coverage for the Independent Contractor or any employee(s) he/she may have.

(a) Performance of Services. The Independent Contractor shall have the right to control and determine the time, place, methods, manner and means of performing the Services. Upon reasonable notice, the Independent Contractor shall meet with representatives of the Company at a suitable location to be designated by the parties.

(b) Final Results. In the performance of the Services, the Independent Contractor has the authority to control and direct the performance of the details of the Services, the Company being interested only in the results obtained. However, the Services contemplated herein must meet the Company's standards and approval and shall be subject to the Company's general right of inspection and supervision to secure its satisfactory completion.

(c) Non-Exclusivity. The Independent Contractor retains the right to contract with other companies or entities for his/her consulting services, subject only to the restriction that any such alternate work may in no way conflict with the Independent Contractor's duties to the Company stated herein. Likewise, the Company retains a reciprocal right to contract with other companies and/or individuals for consulting services without restriction.

(d) No Agency. The Independent Contractor is not an authorized agent of the Company and does not have any right or authority to bind or otherwise act on the Company's behalf in any contract or other business relationship.

3. Compensation. As full consideration for the consulting services provided by the Independent Contractor, the Company shall provide the Independent Contractor with the following compensation:

(a) Annual Retainer. The Company will pay to the Independent Contractor an annual retainer of \$2,000.

(b) Stock Options. The Company acknowledges that the Independent Contractor is prohibited under the Institute's policies from holding a "significant" equity interest in the Company, and that generally the Institute would be assured that the Independent Contractor satisfies this restriction by requiring the following representations and warrants to be included in the consulting agreements:

(i) The Independent Contractor presently holds, directly or indirectly, the following vested stock, stock options, rights or other securities of the Company (collectively, "Securities"): 39,000 of the Company's Common Stock in the form of a fully vested stock grant. As used in this Agreement, indirect holdings include without limitation (i) any Securities issued or issuable by the Company to members of the Independent Contractor's immediate family and (ii) any Securities issued or issuable by the Company to the Independent Contractor, or Securities allocated or allocable to the Independent Contractor under the University's inventorship policies, as royalties for technology of which the Independent Contractor is an inventor. Presently, the Securities constitute, directly or indirectly, as calculated in accordance with the Institute's Instructions for Calculating Equity Ownership in Companies, as amended from time to time (the "Instructions"), not more than 3.9% of the Company's presently issued and outstanding common stock.

4. Expenses. The Independent Contractor shall be reimbursed for all business expenses

incurred in connection with, or related to, the performance of his/her services under this Agreement, so long as the Independent Contractor receives pre-approval from an executive officer of the Company for any travel expenses in excess of \$500.00.

5. Indemnification. The Company agrees, at its sole expense, to defend the Independent Contractor, the Institute and the University against, and to indemnify and hold the Independent Contractor, the Institute and the University harmless from, any claim, liability, cost, expense, damage, deficiency, loss, or obligation, or any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of defense) relating to a claim or suit by a third party against the Independent Contractor, the Institute or the University, or any liabilities or judgments based thereon, either arising from this Agreement, the Independent Contractor's performance of services for the Company under this Agreement, or any Company products or services which result from the Independent Contractor's performance of services under this Agreement. Nothing herein shall require indemnification by the Company of the Independent Contractor for any gross negligence, recklessness or willful misconduct on the part of the Independent Contractor. The Institute's and the University's respective rights hereunder shall be unaffected by any such gross negligence, recklessness or willful misconduct on the part of the Independent Contractor.

6. No Promotion.

(a) By the Independent Contractor. The Independent Contractor agrees that he/she will not without the written consent of the Company in each instance (i) use in advertising, publicity or otherwise the name of the Company, or any affiliate of the Company, or any director, officer or employee of the Company, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by the Company or its affiliates or (ii) represent, directly or indirectly, that any product or any service provided by the Independent Contractor has been approved or endorsed by the Company.

(b) By the Company. The Company may use the Independent Contractor's name, and in doing so may cite the Independent Contractor's relationship with the Institute or the University, so long as any such usage (i) is limited to reporting factual events or occurrences only, and (ii) is made in a manner that could not reasonably constitute an endorsement of the Company or of any Company program, product or service. However, the Company shall not use the Independent Contractor's name, the Institute's name or the University's name in any press release, or quote the Independent Contractor in any company materials, or otherwise use the Independent Contractor's name, the Institute's name or the University's name in a manner not specifically permitted by the preceding sentence, unless in each case the Company obtains in advance the written consent of the Institute or the University. Subject to the foregoing, the Independent Contractor consents to the Company's use of the Independent Contractor's name in any commercial advertisement or similar material that is used to promote or sell the Company or the Company's products.

7. Confidential and Proprietary Information and Restrictive Covenants.

(a) The Independent Contractor may disclose to the Company any information that the Independent Contractor would normally freely disclose to other members of the scientific community at large, whether by publication, by presentation at seminars, or in informal scientific discussions. However, the Independent Contractor shall not disclose to the Company information that is proprietary to the Institute or the University and is not

generally available to the public other than through formal technology transfer procedures.

(b) Confidentiality. The Independent Contractor acknowledges that his/her relationship with the Company is one of high confidence in that in the course of his/her service to the Company he/she will have access to and contact with confidential and proprietary information of the Company, its affiliates and of the Company's customers, including but not limited to business plans, methods and practices of doing business, financial information and terms and conditions of current contractual relations with customers and/or suppliers and customer, supplier lists, technical specifications, personnel information, and trade secrets ("Confidential Information"). The Independent Contractor will not, during the term of this Agreement or at any time thereafter, disclose any Confidential Information to others outside the Company or use the same for any purpose unrelated to the business of the Company, for which he/she is authorized. Confidential Information subject to this Agreement does not include information that: (i) is or later becomes available to the public through no breach of this Agreement by the Independent Contractor, (ii) is obtained by the Independent Contractor from a third party who had the legal right to disclose the information to the Independent Contractor, (iii) is already in the possession of the Independent Contractor on the date this Agreement becomes effective, or (iv) is required to be disclosed by law, government regulation, or court order. In addition, Confidential Information subject to this Agreement does not include information generated by the Independent Contractor, alone or with others, unless the information (I) is generated solely as a direct result of the performance of consulting services under this Agreement and (II) is not generated in the course of the Independent Contractor's activities as an Institute employee or University faculty member.

(c) Non-Solicitation. During the term of this Agreement and for a period of nine (9) months from the termination of the Services of the Independent Contractor, regardless of the reason for such termination, the Independent Contractor will not solicit, request or otherwise attempt to induce or influence, directly or indirectly, any present customer or supplier, or prospective customer or supplier of the Company, or other persons sharing a business relationship with the Company to cancel, to limit or postpone their business with the Company, or otherwise take action which might be to the material disadvantage of the Company. During the term of this Agreement and for a period of nine (9) months from the termination of the Services of the Independent Contractor, regardless of the reason for such termination, the Independent Contractor will not hire or solicit for employment, directly or indirectly, or induce or actively attempt to influence, any employee, agent, officer, director, contractor, consultant, or other business associate of the Company, to terminate his/her employment or discontinue such person's consultant, contractor or other business association with the Company.

(d) Non-Competition. During the term of this Agreement and for a period of nine (9) months from the termination of the Services of the Independent Contractor, regardless of the reason for such termination, the Independent Contractor shall not be engaged or employed by any company which researches, develops, produces, markets or sells products or services of the same type, kind or nature as the products or services researched, developed, produced, marketed or sold by the Company during the term of this Agreement. The Company acknowledges and agrees, however, that nothing in this Agreement shall affect the Independent Contractor's obligations to, or research on behalf of, the Institute or the University, including, without limitation, obligations or research of the Independent

Contractor in connection with a transfer by the Institute or the University of materials or intellectual property developed in whole or in part by the Independent Contractor.

(e) Return of Property. Any and all materials furnished to the Independent Contractor by the Company or relating to the business of the Company shall be returned to the Company at the conclusion of the term of the agreement or upon termination of the agreement, whichever occurs first.

(f) Remedies. The Independent Contractor acknowledges and agrees that any actual or threatened violation of Section 7 of this Agreement would result in irreparable injuries and damages to the Company, and, therefore, the Independent Contractor acknowledges and agrees that in the event of any actual or threatened breach of any provision set forth in Section 7 of this Agreement, the Company shall be entitled to obtain a temporary, preliminary and/or permanent injunctive and other equitable relief from any court of competent jurisdiction. The rights and remedies hereunder shall be cumulative, shall not be limited in any manner by the foregoing and the Company may also proceed at law to obtain such other relief as may be available.

8. Inventions, Disclosures.

(a) Subject to the terms of Section 8(b), below, the Independent Contractor hereby assigns to the Company any right, title, and interest he may have in any invention, discovery, improvement, or other intellectual property which (i) the Independent Contractor, alone or with others, develops solely as a direct result of performing consulting services for the Company under this Agreement and (ii) is not developed in the course of Independent Contractor's activities as an Institute employee or University faculty member ("Company Inventions"). Company Inventions are not works for hire. The Independent Contractor shall make full disclosure to the Company of all such Company Inventions, and shall do everything necessary or desirable to vest the absolute title thereto in the Company. The Independent Contractor shall assist and cooperate with the Company in all respects and will execute documents, give testimony, and take all further acts requested by the Company to obtain, maintain, perfect and enforce for the Company the Company Inventions, as well as all reissues, renewals and extensions thereof. The Independent Contractor shall not be entitled to any additional or special compensation or reimbursement regarding any and all such Company Inventions from the Company.

(b) The Company shall have no rights by reason of this Agreement in any publication, invention, discovery, improvement, or other intellectual property whatsoever, whether or not publishable, patentable, or copyrightable, which is developed as a result of a program of research financed, in whole or in part, by funds provided by or under the control of the Institute or the University. The Company also acknowledges and agrees that it will enjoy no priority or advantage as a result of the consultancy created by this Agreement in gaining access, whether by license or otherwise, to any proprietary information or intellectual property that arises from any research undertaken by the Independent Contractor in his capacity as an employee of the Institute or a member of the faculty of the University.

9. No Conflicts. The Independent Contractor represents and agrees that he/she has no actual or potential conflicts of interest in accepting this engagement with the Company and/or performing the Services. The Independent Contractor further represents and agrees that he/she has not brought and will not bring to the Company, or use in the performance of the Services, any materials or documents of a present or former employer or client that are not generally available to the public,

unless he/she has obtained written authorization for possession and use of such materials or documents. The Independent Contractor further understands and agrees that at no time during his/her engagement with the Company is he/she to breach any obligation of confidentiality that he/she has to any present or former employer or client, and agrees to fulfill all obligations to present or former employers and clients during the term of his/her engagement with the Company.

10. Term of Agreement. This Agreement is effective from the Effective Date until such time as it is terminated by either party.

(a) Priority after Termination. Termination of this Agreement shall not affect (i) the Company's obligations to recognize the priority of Institute and University intellectual property rights under Section 8 of the Agreement; or (ii) the Company's obligations to defend and indemnify the Independent Contractor, the Institute, and the University under Section 5 of the Agreement.

11. Termination of Agreement. This Agreement may be terminated in the following manner: (a) at any time upon the mutual written consent of the parties hereto; or (b) Upon one (1) month prior written notice delivered to the other party.

12. Non-Waiver. No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

13. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Independent Contractor. The Company and the Independent Contractor acknowledge and agree that any amendment of this Agreement or any departure from the terms or conditions hereof with respect to the Services (including, without limitation, any extension of this Agreement or any change from the terms of Section 3 in the consideration to be provided to the Independent Contractor with respect to services to be provided hereunder) is subject to the Institute's prior written approval.

14. Non-Assignability of Contract. This Agreement is personal to the Independent Contractor, and he/she shall not have the right to assign any of his/her rights or delegate any of his/her duties without express written consent of the Company. Any non-consented-to assignment or delegation, whether express or implied or by operation of law, shall be void and shall constitute a breach and a default by the Independent Contractor. The Company has the right to assign this Agreement and all of its rights and obligations hereunder to any other individual or entity, including any successors, subsidiary, parent, other affiliated entity or otherwise.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. Warranties. The Independent Contractor will assume sole responsibility for his/her compliance with applicable federal and state laws and regulations, and shall rely exclusively upon his/her own determination, or that of his/her legal advisers, that the performance of Services and the receipt of consideration hereunder comply with such laws and regulations, including but not limited to, applicable tax law.

17. Complete Agreement. This Agreement contains the entire understanding between the parties and supersedes, replaces and takes precedence over any prior or contemporaneous understanding or oral or written agreement between the parties respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, nor understandings, oral or

written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. Apart from the Stock Agreement dated June 1, 2003 by and between the Company and the Independent Contractor, a true and complete copy of which having been furnished by the Company to the Institute, there have existed or exist no agreements or understandings, written or oral, between the Company and the Independent Contractor or entered into by the Independent Contractor for the benefit of the Company or any director, officer or stockholder of the Company, respecting the subject matter of this Agreement or otherwise.

18. Severability. If any provision of this Agreement affecting the rights or property of the Institute is adjudicated to be invalid, unenforceable, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, this Agreement shall terminate as of the date such adjudication is effective. If any other provision of this Agreement is adjudicated to be invalid, unenforceable, contrary to, or prohibited under applicable laws or regulation or any jurisdiction, such provision shall be severed and the remaining provisions shall continue in full force and effect.

19. Acknowledgements. The Independent Contractor and the Company acknowledge that (i) the Independent Contractor is entering into this Agreement in his individual capacity and not as an employee or agent of the Institute or the University; (ii) neither the Institute nor the University is a party to this Agreement and neither has any liability or obligation hereunder, and (iii) each of the Institute and the University is an intended third-party beneficiary of this Agreement and certain provisions of this Agreement are for the benefit of the Institute or the University and are enforceable by the Institute or the University in its own name.

20. Counterparts. This Agreement may be executed in two (2) signed counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

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This Agreement is executed and entered into on the date(s) set forth below.

GÜNTER BLOBEL

Günter Blobel

Date: _____

CHROMOCELL CORPORATION

By: WOLF

Title: GENERAL COUNSEL

Date: 01/01/04