

## MATERIALS TRANSFER AGREEMENT

1. Accelerated Cure Project, Inc. (the "PROVIDER"), having a primary place of business at 460 Totten Pond Road, Waltham, MA 02451, will use commercially reasonable efforts to provide the RECIPIENT (as specified on the attached Appendix) with samples and associated clinical, epidemiological, patient-reported outcomes (PRO), biological, and other information in the amount and with the specifications set forth on the Appendix attached hereto (the "MATERIAL").

2. The MATERIAL will be used by RECIPIENT for the purpose set forth on the Appendix and for no other purpose (the "RESEARCH"). In the event the RECIPIENT wishes to change the RESEARCH, the RECIPIENT must obtain the prior written approval of the PROVIDER, which may be withheld in the PROVIDER's sole discretion.

3. The MATERIAL shall not be used in living humans in any way, and shall not be further distributed to others by RECIPIENT without the PROVIDER's prior written consent, which may be withheld in the sole discretion of the PROVIDER. Furthermore, the RECIPIENT agrees to take appropriate precautions to guard against unauthorized individuals gaining access, either accidentally or deliberately, to clinical and epidemiological information associated with the samples. These precautions include the use of firewalls, password protection, and similar practices.

4. The RECIPIENT shall have all rights in, and title to, any results of the RESEARCH, except as otherwise set forth in this Section 4, and agrees to acknowledge PROVIDER as the source of the MATERIAL in any publications and/or presentations reporting use of such MATERIAL. If the MATERIAL includes data supplied to PROVIDER by another investigator, the RECIPIENT agrees to acknowledge that investigator in any publications and/or presentations reporting use of the data. The PROVIDER may request status from the RECIPIENT on the progress of use of the MATERIAL. The RECIPIENT agrees to respond to such requests in a timely manner. The RECIPIENT agrees to provide the results of the RESEARCH, including, without limitation, all publications, abstracts and the data specified in the Appendix (the "DATA"), to the PROVIDER by no later than the time of publication or such earlier date as is set forth in the Appendix. The PROVIDER shall have the right to issue press releases in respect of its role in providing material used by RECIPIENT to obtain RESEARCH results. In addition, the PROVIDER shall have the right to use the DATA for its own purposes, and to provide the DATA to others to be used by such others for such purposes as PROVIDER shall determine in its sole discretion.

5. Any MATERIAL delivered pursuant to this Agreement is understood to be experimental in nature and may have hazardous properties. The PROVIDER MAKES NO REPRESENTATIONS AND, EXCEPT AS PROVIDED IN SECTION 7 HEREIN, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. The RECIPIENT assumes all liability for damages that may arise from its use, storage or disposal of the MATERIAL or any byproducts or derivatives thereof. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand made by the RECIPIENT, or made against the RECIPIENT by any other party, due to or arising from the use of the MATERIAL by the RECIPIENT, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER.

6. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 to the extent it is applicable. RECIPIENT acknowledges that the conditions for the use of MATERIAL include those issued by the Department of Health and Human Services. If the RESEARCH is subject to approval by an institutional review board, RECIPIENT represents and warrants that it has obtained the approval of such board, that it will conduct the RESEARCH in accordance with the requirements of such board and that it will promptly report to the PROVIDER any failure to so comply. The RECIPIENT shall also promptly report to PROVIDER any unanticipated problems involving risks to subjects or others, including laboratory personnel.

7. The PROVIDER represents and warrants that it has materially complied with applicable laws relating to the handling and use of MATERIAL, and

is otherwise authorized to provide the MATERIAL to the RECIPIENT for purposes set forth in this Agreement. The PROVIDER represents and warrants that proper approval from an Institutional Review Board, or equivalent, and proper informed consent from relevant parties has been obtained in connection with the collection of the MATERIAL, and with respect to its use by the PROVIDER or others in the RESEARCH, including commercial entities for commercial purposes, and that the PROVIDER is otherwise in compliance with laws and regulations which address protection of human subjects.

8. The RECIPIENT agrees not to attempt to learn the identity of any person whose samples and associated information is included in the MATERIAL, and shall not present or publish data in which an individual can be identified.

9. The RECIPIENT agrees to compensate the PROVIDER for the MATERIAL. The compensation may include the payment to the PROVIDER of a fee for the MATERIAL as set forth on the Appendix attached hereto. The PROVIDER will invoice the RECIPIENT upon shipment of the MATERIAL or on an earlier date at the request of the RECIPIENT. If the RECIPIENT pays for MATERIAL prior to the MATERIAL being shipped, but the PROVIDER does not or cannot provide the quantity of MATERIAL described on the invoice within the timeframe necessary for the RECIPIENT to conduct the RESEARCH, PROVIDER will refund RECIPIENT for the quantity of MATERIAL not provided. Payment terms are net 30 days. All amounts required to be paid under this Agreement are exclusive of any and all shipping charges, and duties and taxes, however designated, levied or based on this Agreement or the goods or services delivered hereunder, including, without limitation, any personal property, retail sales, goods and services, use or value added taxes and whether such taxes are now in force or subsequently levied. The RECIPIENT shall pay and be responsible for all such charges and taxes. The RECIPIENT shall promptly reimburse the PROVIDER for any such taxes that the PROVIDER pays directly. Unless otherwise provided in the Appendix, the terms of delivery of MATERIAL are FCA Frederick, Maryland. Title to and risk of loss of the MATERIAL shall transfer from the PROVIDER to the RECIPIENT upon delivery of MATERIAL to the carrier nominated by the RECIPIENT, or if no such carrier is specified, the carrier nominated by the PROVIDER.

10. The PROVIDER and the RECIPIENT shall keep confidential all business information or data of the other party which are made available to it hereunder. The obligations of confidentiality shall not apply to information which a party can show was already known to it, information which is or becomes part of the public domain through no fault of it or information which is given to it by a third party who has a right to do so, or information which is independently developed without use of the other party's information. The requirements of confidentiality shall remain in effect for a period of five (5) years following expiration or termination of this Agreement and are assumed by the parties' successors and assigns.

11. The RECIPIENT agrees to defend, indemnify and hold harmless the PROVIDER, its subsidiaries, parent corporations, affiliates, affiliated hospitals, officers, directors, partners, shareholders, employees, agents, and their successors and assigns (collectively, the "Indemnitees") from and against any claim, suit, demand, loss, damage, expense (including reasonable attorney's fees of Indemnitee (s) and those that may be asserted by a third party) or liability (collectively, "Losses") imposed upon the Indemnitee(s) by any third party arising from or related to: (a) any breach of the RECIPIENT's representations and warranties under this Agreement; and (b) the RECIPIENT's use of the MATERIALS, the RESEARCH results and any products or services derived therefrom. The foregoing indemnification shall not apply in the event and to the extent that a court of competent jurisdiction or a duly appointed arbiter determines that such Losses arose as a result of the PROVIDER's gross negligence, intentional misconduct or material breach of this Agreement.

12. The RECIPIENT acknowledges that the MATERIAL has the potential for carrying viruses, latent viral genomes, and other infectious or otherwise harmful agents in an inapparent state. The MATERIAL shipped by the PROVIDER should therefore not be treated as if they are free of contamination. The RECIPIENT agrees that the MATERIALS will always be handled carefully by trained persons under laboratory conditions which afford adequate biohazard containment following minimum safety

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guidelines recommended for working with the MATERIAL provided. By accepting the MATERIAL, the RECIPIENT assumes full responsibility for their safe and appropriate handling. In addition, the RECIPIENT acknowledges that information supplied by PROVIDER has the potential for carrying computer viruses or otherwise harmful agents and agrees to treat this information accordingly, for instance by scanning it with virus protection tools prior to use.

Date: \_\_\_\_\_

Title: President and CEO

## 13. Miscellaneous

13.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL AND/OR SPECIAL DAMAGES SUFFERED BY THE OTHER WHICH ARISE OUT OF THIS AGREEMENT OR USE OF MATERIALS OR RESEARCH RESULTS.

13.2 The parties shall be independent contractors. Nothing within this Agreement shall be construed to create a partnership or joint venture between the PROVIDER and the RECIPIENT, nor shall either party's employees, servants, agents or representatives, whether working for compensation or voluntarily, be considered the employees, servants, agents or representatives of the other. Neither party shall have any express or implied right or authority to assume or create any obligation on behalf of, or in the name of, the other party; or to bind the other party to any contract, agreement or undertaking with any third party.

13.3 If any provision of this Agreement is held to be invalid or unenforceable and it cannot be amended to conform with applicable laws so as to be valid and enforceable, then such provision shall be stricken and the remainder of this Agreement shall remain in full force and effect to carry out intentions of the parties as nearly as reasonably possible.

13.4 Neither party shall be liable for any failure to perform as required by this Agreement to the extent that such failure is due to circumstances beyond such party's reasonable control.

13.5 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to any choice or conflict of laws rule or principle that would result in the application of the laws of any other jurisdiction. Each party irrevocably and unconditionally submits in any legal action or proceeding relating to this Agreement to the exclusive general jurisdiction of courts located within the Commonwealth of Massachusetts and appellate courts thereof and consents that any such action or proceeding may be brought in such courts and waives any objection to personal jurisdiction or venue therein.

13.6 This Agreement, together with the attached Appendix, constitute the entire agreement of the parties with respect to the provision of the MATERIALS and may be amended only by a written agreement signed by the RECIPIENT and the PROVIDER.

13.7 Either party may terminate this Agreement on 30 days prior written notice to the other, provided, however, that (a) termination shall not affect any payments then due hereunder, and (b) Sections 3 – 6, 8, 10, 11 and 13 shall survive such termination. The RECIPIENT shall, upon the termination of this Agreement and at the request of the PROVIDER, return or destroy all unused MATERIALS.

RECIPIENT: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDER: ACCELERATED CURE PROJECT

By: \_\_\_\_\_  
(Signature)

Name: Robert McBurney

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APPENDIX TO MATERIALS TRANSFER AGREEMENT

RECIPIENT:

MATERIAL:

RESEARCH:

FEE TO PROVIDER:

TERMS OF DELIVERY: [describe only if shipment is not FCA Frederick, MD]

DATE TO PROVIDE RESEARCH RESULTS:

DATA TO BE PROVIDED UNDER SECTION 4: