

MATERIALS TRANSFER AGREEMENT

1. This Materials Transfer Agreement (this "Agreement") is made as of DATE (the "Effective Date") by and between Accelerated Cure Project, Inc. (the "PROVIDER"), having a primary place of business at 460 Totten Pond Road, Waltham, MA 02451 and _____ having a primary place of business at _____ (the "RECIPIENT"). In connection with this Agreement, the PROVIDER will use commercially reasonable efforts to provide the RECIPIENT with samples and associated clinical and epidemiological information in the amount and with the specifications set forth on the Appendix attached hereto and incorporated by reference (collectively, the "MATERIAL").

2. The MATERIAL will be used by RECIPIENT only for the purpose set forth on the Appendix and for no other purpose (the "RESEARCH"). In the event the RECIPIENT wishes to change the scope of 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 nor in anything destined for human consumption and shall not be further distributed to others by RECIPIENT without the PROVIDER's prior written consent, such consent not to be unreasonably withheld. 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, for example, the use of firewalls, password protection, and similar practices.

4. The RECIPIENT shall have all rights and title in and to any results of the RESEARCH and agrees to acknowledge PROVIDER as the source of the MATERIAL in any publications and/or presentations reporting use of such MATERIAL. The PROVIDER may request status from the RECIPIENT on the progress of use of the MATERIAL and the RECIPIENT agrees to respond to such requests in a timely manner. The RECIPIENT agrees to provide a general summary of the results of the RESEARCH as well as the data specified in the Appendix (the "DATA"), to the PROVIDER no later than either the time of publication or such earlier date as is set forth in the Appendix. 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, except to the extent permitted by law when caused by the gross negligence or willful misconduct of the PROVIDER. The PROVIDER will not be liable to the RECIPIENT for any loss, claim or demand 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 or by PROVIDER's material breach of this Agreement.

6. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations. 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 and third party obligations relating to the handling and use of MATERIAL, and is otherwise authorized to provide the MATERIAL to the RECIPIENT for purposes of

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conducting the RESEARCH as 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 transfer of the MATERIAL by the PROVIDER to the RECIPIENT, and use of the MATERIAL by the RECIPIENT or others in the RESEARCH, including commercial entities for commercial purposes, and that the PROVIDER is otherwise in compliance with laws and regulations that 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 costs associated with the provision of the MATERIAL, as set forth on the Appendix. The PROVIDER will invoice the RECIPIENT upon shipment of the MATERIAL. Payment terms are net thirty (30) days from receipt of invoice. 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. PROVIDER agrees to defend, indemnify and hold harmless the RECIPIENT, 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 material breach of this Agreement by the PROVIDER; and (b) the subsequent use by PROVIDER of any DATA or results provided hereunder. 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 RECIPIENT's gross negligence, intentional misconduct or material breach of this Agreement.

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13. 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 it is free of contamination. The RECIPIENT agrees that the MATERIALS will always be handled carefully by trained persons under laboratory conditions that afford adequate biohazard containment following minimum safety guidelines recommended for working with the MATERIAL provided by PROVIDER. By accepting the MATERIAL, the RECIPIENT assumes full responsibility for its safe and appropriate handling of the MATERIAL. 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.

14. Miscellaneous

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

14.2 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.

14.3 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.

14.4 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.

14.5 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.

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

14.7 This Agreement shall become effective as of the Effective Date. Either party may terminate this Agreement upon thirty (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, 4, 5, 6, 7, 8, 10, 11, 12 and 14 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.

14.8 The term "notice" as used throughout this Agreement shall mean written notice, except where specifically provided herein to the contrary. Notice shall be delivered to the following addresses by (i) certified mail, return receipt requested (or the equivalent), (ii) hand delivery with receipt acknowledged, or (iii) overnight courier service that provides a delivery receipt, or (iv) facsimile (confirmation of receipt required). A party hereto may change its address for the receipt of notices hereunder by notifying the other party in writing of its new

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address in accordance with this section 14.8. Notices shall be made to the following:

IF TO RECIPIENT

IF TO ACCELERATED CURE PROJECT

Accelerated Cure Project
460 Totten Pond Road
Waltham, MA 02451
Attn: Robert McBurney
Fax: 781-487-0009

[The remainder of this page has been intentionally left blank. Signature page to follow.]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

RECIPIENT:

By: _____
(Signature)

Name: _____

Title: _____

PROVIDER: ACCELERATED CURE PROJECT

By: _____
(Signature)

Name: Robert McBurney

Title: President and CEO

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APPENDIX TO MATERIALS TRANSFER AGREEMENT BY AND BETWEEN ____ AND ACCELERATED
CURE PROJECT DATED <DATE>

RECIPIENT:

MATERIAL: 1 PaxGene tube and 0.5 ml serum from up to 100 MS subjects and 25 control subjects

RESEARCH:

FEE TO PROVIDER:

TERMS OF DELIVERY:

DATE TO PROVIDE RESEARCH RESULTS:

DATA TO BE PROVIDED UNDER SECTION 4: