

MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“Agreement”) is made as of the last date of signature of the parties below (the “Effective Date”), by and between **The General Hospital Corporation d/b/a Massachusetts General Hospital**, a not-for-profit corporation organized under the laws of Massachusetts, with a principal place of business at 55 Fruit Street, Boston, Massachusetts 02114 (“Institution”), and [REDACTED], having a place of business at [REDACTED] (“Company”).

Institution controls certain information developed by its Investigator(s), Merit Cudkowicz, MD MSc, relating to the Neurological Clinical Research Institute (NCRI) Clinical Research Organization Services including trial design. Company controls certain information relating to a therapeutic candidate for ALS or other neurological diseases. In order to evaluate whether the parties desire to enter into a business relationship with each other in connection with neurological clinical trials (the “Purpose”), the parties wish to engage in discussions that are expected to involve each party (as applicable, each a “Discloser”) disclosing to the other party (as applicable, each a “Recipient”) certain information that the Discloser considers proprietary and confidential. Accordingly, and in consideration of their mutual commitments herein, the parties hereby agree as follows:

1. Definition of Confidential Information. “Confidential Information” shall mean any information, including but not limited to data, techniques, protocols or results, financial, commercial, or technical information, disclosed by Discloser to Recipient in connection with the Purpose during the term of this Agreement that a reasonable person operating in the industry of the Discloser would consider to be of a confidential and proprietary nature, the disclosure of which is reasonably necessary for the discussions concerning the Purpose. The Discloser shall use reasonable efforts to mark tangible Confidential Information as “confidential” prior to disclosure, and identify Confidential Information disclosed orally as confidential at the time of disclosure and confirm verbally disclosed Confidential Information as “confidential” in writing within thirty (30) days of disclosure, but the parties agree and acknowledge that any failure to do so does not constitute a designation of non-confidentiality when the confidential nature of such Confidential Information is apparent from context and subject matter.

2. Exclusions. “Confidential Information” under this Agreement shall not include any information that (i) is or becomes publicly available through no breach of this Agreement by the Recipient; (ii) was known by Recipient prior to disclosure by Discloser, as evidenced by written or electronic records or other competent evidence; (iii) becomes known to Recipient after disclosure from a third party who, to the best of the Recipient’s knowledge after reasonable due inquiry, is entitled to disclose it; (iv) is independently developed or discovered by Recipient without the use of Discloser’s Confidential Information, as evidenced by written or electronic records or other competent evidence; or (v) is disclosed to another party by Discloser without restriction on further disclosure to the best of Recipient’s knowledge and belief. The obligations of confidentiality and non-use set forth in this Agreement shall not apply with respect to any information that Recipient is required to disclose or produce pursuant to applicable law, court order

or other valid legal process; provided that Recipient promptly notifies Discloser, if legally permissible and practicable, prior to such required disclosure, discloses such information only to the extent so required, and cooperates with Discloser's efforts to contest or limit the scope of such disclosure.

3. Permitted Purpose. Recipient shall have the right to, and agrees that it will, use Discloser's Confidential Information solely for the Purpose, except as may be otherwise specified in a separate written agreement negotiated and executed between the parties.

4. Restrictions. Recipient agrees that: (i) it will not use Discloser's Confidential Information for any purpose other than as specified herein, including without limitation for its own benefit or the benefit of any other person or entity; and (ii) it will use reasonable efforts (but no less than the efforts used to protect its own confidential and/or proprietary information of a similar nature) not to disclose such Confidential Information to any other person or entity except as expressly permitted hereunder. Recipient may, however, disclose Discloser's Confidential Information only on a need-to-know basis to its and its Affiliates, employees, staff members, consultants, and agents ("Receiving Individuals") who are directly participating in the Purpose and who are informed of the confidential nature of such information, provided Recipient shall be responsible for compliance by Receiving Individuals with the terms of this Agreement and any breach thereof. Each party further agrees not to use the name of the other party or any of its Affiliates or any of their respective trustees, directors, officers, staff members, employees, students or agents in any advertising, promotional or sales literature, publicity or in any document employed to obtain funds or financing without the prior written approval of the party or individual whose name is to be used, in the case of Institution such approval to be given by the Public Affairs Department. For purposes of this Agreement, "Affiliate" means any entity that controls, is controlled by, or is under common control with a party. In this context, "control" shall mean (1) ownership by one entity, directly or indirectly, greater than fifty percent (50%) of the voting equity of another entity or (2) power of one entity to direct the management or policies of another entity, by contract or otherwise. This Section 4 shall survive termination or expiration of this Agreement.

5. No Obligations. This Agreement shall not create any obligation for either party to enter into any agreement or relationship with the other. Either party may end discussions on a possible relationship at any time and each party reserves the right to disclose its own confidential information to any third party at any time.

6. Right to Disclose. Discloser represents that to the best of its knowledge it has the right to disclose to the Recipient all of Discloser's Confidential Information that will be disclosed hereunder.

7. Ownership. All Confidential Information disclosed pursuant to this Agreement, including without limitation all written tangible forms thereof, shall be and remain the property of the Discloser. Upon termination of this Agreement, if requested in writing by Discloser, Recipient shall return at Discloser's reasonable expense or destroy at Discloser's discretion all of Discloser's Confidential Information; provided, that Recipient shall be entitled to retain one (1) copy of such Confidential Information in its confidential files solely for the purpose of ensuring compliance with its obligations hereunder. The foregoing obligation to destroy or return, shall not apply to

Confidential Information stored on back-up tapes and similar media not readily accessible to Recipient.

8. No License. Nothing in this Agreement shall be construed as granting or conferring, expressly or impliedly, any rights by license or otherwise, under any patent, copyright, or other intellectual property rights owned or controlled by Discloser relating to Confidential Information, except as specifically set forth herein.

9. Term and Termination. The term of this Agreement shall be effective as of the Effective Date and shall remain effective for a period of one (1) year thereafter. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. The obligations of confidentiality under the terms of this Agreement shall remain in effect for five (5) years from the termination or expiration of this Agreement.

10. Remedies. Each party acknowledges that any breach of this Agreement by it may cause irreparable harm to the other party and that each party shall be entitled to seek injunctive relief and any other remedy available at law or in equity.

11. Notices. Any written notices, reports, correspondences or other communications required under or pertaining to this Agreement shall be given by prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed as follows:

If to Institution: Mass General Brigham Incorporated
 Clinical Trials Office
 Attn: Director of Agreements
 399 Revolution Drive, Suite 760
 Somerville, MA 02145
 Email: ctmailbox@mgb.org

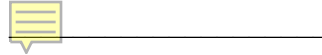
If to Company: [Please Insert Address]

12. General. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes any prior oral or written understandings between the parties. This Agreement may be modified or amended only in a writing signed by duly authorized representatives of both parties hereto. If any provisions of this Agreement are found to be invalid or unenforceable by a court of competent jurisdiction, the parties intend that such invalidity shall not affect any other provision hereof. Any waiver or failure of either party to assert a right hereunder shall not constitute a waiver or excuse a similar failure in any other circumstance. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts and each party consents to the exclusive jurisdiction and venue of courts in Boston, Massachusetts in all disputes relating to this Agreement. Headings in this Agreement are for convenience only and are not intended to be used to interpret or construe this Agreement. This Agreement may be executed in two or more counterparts, each of which when executed and

delivered shall be deemed to constitute an original. The parties agree that the execution of this Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures. Each of the undersigned represents that he/she is duly authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

THE GENERAL HOSPITAL CORPORATION D/B/A
MASSACHUSETTS GENERAL HOSPITAL



By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

READ AND ACKNOWLEDGED:
INVESTIGATOR

Name:
Date: _____