

HAYSTACK PROJECT -- RECIPIENT CONFIDENTIAL DISCLOSURE AGREEMENT ("AGREEMENT")

During the course of discussions and exchanges of information between the Haystack Project CEO, retained consultants, and Board members, secret and confidential information may be disclosed by any listed parties regarding the work of Haystack Project, any sponsors and/or the patient group or other participants, among other things. Such secret and confidential information may include, but is not limited to, business information (including the fact and content of the discussions between the Parties), proprietary information, records, data, developments, designs, inventions, models, techniques or improvements, patentable or otherwise, and further may include Haystack Project or retained consultants-owned or controlled information or third party information which Haystack Project or retained consultant has the right to disclose ("Haystack Project Confidential Information").

In consideration for the receipt and evaluation of such disclosures, Haystack Board Members, CEO and any retained consultants agree as follows:

1. Recipient will not disclose Haystack Project Confidential Information to any third party or use it for its own benefit, or for the benefit of any third party, other than pursuant to this Agreement and as required in connection with their work as Board Members. Recipient agrees to limit access to Haystack Project Confidential Information only to those employees, Affiliates, agents or consultants of Recipient who need access in order to perform their responsibilities in connection with their Board duties. Any employee, Affiliate, agent or consultant of Recipient must be notified of and agree to abide by the restrictions on the use of the Haystack Project Confidential Information contained in this Agreement before access is permitted to the Haystack Project Confidential Information.
2. The obligations of Paragraph 1 will not apply to information that Recipient can establish by written records: (a) was known by Recipient prior to the receipt of Haystack Project Confidential Information; (b) was disclosed to Recipient by a third party having the right to do so; (c) was, or subsequently became, in the public domain through no fault of Recipient, its officers, directors, employees or agents; (d) was independently developed by Recipient without use of Haystack Project Confidential Information; or (e) was disclosed by Recipient pursuant to any judicial, governmental or stock exchange request, requirement or order, so long as Recipient provides unaffected Haystack Project Board members with sufficient prior notice in order to allow Haystack Project to contest such request, requirement or order.
3. All obligations of confidentiality and non-use set forth herein shall remain in effect for five (5) years after termination of the Disclosure Period.
4. Recipient will promptly return to Haystack Project, upon written request, any physical materials provided to it hereunder (together with any copies, excerpts, syntheses, etc. thereof), or, in the case of material prepared by Recipient for its internal use, a certification that all Haystack Project Confidential Information has been expunged from any such materials or that all such materials have been destroyed, except for one copy which may be confidentially retained for record purposes by Recipient's legal counsel.
5. Recipient is responsible to Haystack Project for any damages arising from its breach of any of the covenants and obligations on its part (including any breach by its officers, directors, employees, consultants or agents) to be observed or performed under this Agreement, in addition to any and all other remedies available to Haystack Project at law or in equity.
6. Recipient acknowledges and agrees that, in the event of any breach of this Agreement by Recipient or any of its Affiliates, Haystack Project may be irreparably and immediately harmed and may not be able to be made whole by monetary damages. Haystack Project will be entitled to seek equitable relief by way of injunction, specific performance or otherwise if Recipient or any of its Affiliates breaches or threatens to breach any provision of this Agreement.

7. This Agreement does not constitute a license or other grant of rights from Haystack Project to Recipient, other than to use the Haystack Project Confidential Information for the purposes specified herein. Neither party will be obligated to enter into any further agreements with the other party with respect to the work related to Haystack Project.

8. This Agreement will be interpreted and enforced in accordance with the laws of the State of Maryland, and each party hereby agrees to submit to the jurisdiction of a Maryland court in the event of any dispute arising hereunder.

9. No assignment, change, modification, extension, termination or waiver of this Agreement will be valid unless made in writing and signed by duly authorized representatives of both Parties. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent to a successor to substantially all of the business of such party, whether in merger, sale of stock, sale of assets or other similar transaction. This Agreement shall be binding upon and inure to the benefit of the Parties' successors, legal representatives and assigns.

10. The Parties agree that any photocopy or facsimile copy of this fully-executed agreement shall have the same force and effect as any copy bearing original signatures of the Parties.