

iCURECELIAC® DATA ACCESS AGREEMENT

1. Celiac Disease Foundation (the "PROVIDER"), having a primary place of business at 20350 Ventura Blvd., Ste. 240, Woodland Hills, CA 91364, will provide the RECIPIENT (as specified on the attached Appendix) with access to record-level data from PROVIDER's iCureCeliac® patient registry as set forth on the Appendix attached hereto (the "DATA").

2. The DATA 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 reasonable discretion.

3. Except for employees of RECIPIENT and its corporate affiliates who need access to the DATA for the RESEARCH and agree to be bound by the terms of this Agreement, the DATA 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 to the DATA, either accidentally or deliberately. 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 DATA in any publications and/or presentations reporting use of such DATA with the language "The authors would like to thank the Celiac Disease Foundation for the use of iCureCeliac® data to conduct this study." The PROVIDER may reasonably request status from the RECIPIENT on the progress of the RESEARCH. The RECIPIENT agrees to respond to such requests in a timely manner. The RECIPIENT agrees to provide copies of all publications, including drafts of any manuscripts and abstracts, resulting from the RESEARCH (the "DERIVED DATA"), to the PROVIDER by no later than the time of publication. The PROVIDER shall have the right to issue press releases in respect to its role in providing material used by RECIPIENT to obtain RESEARCH results; provided, however, PROVIDER shall not use RECIPIENT's name or trademarks in any press release, publicity, advertising, or other disclosure without prior written consent of RECIPIENT, such consent not to be unreasonably withheld or delayed. In addition, the PROVIDER shall have the right to use the DERIVED DATA for its own purposes, and to provide the DERIVED DATA to others to be used by such others for such purposes as PROVIDER shall determine in its sole discretion.

5. Any DATA delivered pursuant to this Agreement is understood to be experimental in nature. 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. The RECIPIENT assumes all liability for damages that may arise from its use, or storage of the DATA 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 DATA by the RECIPIENT, except to the extent permitted by law when caused by breach of this Agreement by PROVIDER or the gross negligence or willful misconduct of the PROVIDER.

6. The RECIPIENT agrees to use the DATA 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 DATA include those issued by the Department of Health and Human Services. If the RESEARCH is subject to approval by an institutional review board, RECIPIENT warrants that it will obtain the approval of such board prior to commencing the RESEARCH, 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 to the extent that RECIPIENT becomes aware of any such risks during conduct of the RESEARCH.

7. The PROVIDER represents and warrants that it has materially complied with applicable laws relating to the handling and use of DATA, and is otherwise authorized to provide the DATA to the RECIPIENT for purposes set forth in this Agreement; provided that there are no express or implied warranties that the use of the DATA will not infringe any patent, copyright, trademark, or other proprietary rights. 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 DATA, 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 information is contained in the DATA, and shall not present or publish data in which an individual can be identified.

9. The RECIPIENT agrees to compensate the PROVIDER for the DATA. The compensation may include the payment to the PROVIDER of a fee for the DATA as set forth on the Appendix attached hereto. The PROVIDER will invoice the RECIPIENT upon provision of access to the DATA or on an earlier date at the request of the RECIPIENT. Payment terms are net 30 days.

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 "RECIPIENT 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 RECIPIENT Indemnitee(s) by any third party arising from or related to: (a) any breach of the RECIPIENT's representations and/or warranties under this Agreement; and (b) the RECIPIENT's use of the DATA, 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. The 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 "PROVIDER Indemnitees") from and against any Losses imposed upon the PROVIDER Indemnitee(s) by any third party arising from or related to any breach of the PROVIDER'S representations and/or warranties under this Agreement, provided that 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.

12. The RECIPIENT acknowledges that the DATA has the potential for carrying computer viruses or otherwise harmful agents and agrees to treat the DATA accordingly, for instance by scanning it with virus protection tools prior to use.

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 DATA 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 State of California 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 state and federal courts located within the State of California 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 DATA 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 60 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 provided DATA.

RECIPIENT:

By: _____
(Signature)
Name: _____
Date: _____
Title: _____

PROVIDER: CELIAC DISEASE FOUNDATION

By: _____
(Signature)
Name: Marilyn G. Geller
Date: _____
Title: Chief Executive Officer

APPENDIX TO iCURECELIAC® DATA ACCESS AGREEMENT

RECIPIENT:

ACCESS DATE FROM:

ACCESS DATE TO:

RESEARCH: Proposed research described in the attached Research Proposal Form and other research as approved by the Celiac Disease Foundation Research Committee

FEE TO PROVIDER:

ATTACHMENT TO APPENDIX

[Final Research Proposal Form to be attached]