CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement"), dated as of [DATE], is made and entered into by FSHD Society, Inc. (FSHD Society) and [NAME/COMPANY], whose address is [ADDRESS], hereafter known as “The Party”

RECITALS:

WHEREAS, The Party has agreed to join the Therapeutic Accelerator and Research Committee; and

WHEREAS, in connection with the above-described proposed engagement, The Party shall have access to certain proprietary and confidential information regarding the FSHD Society; and

WHEREAS, the FSHD Society and The Party believe that it would be in the FSHD Society’s and The Party’s best interest to set forth herein certain terms, conditions and restrictions regarding the use and dissemination of such information.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. FSHD Society Property and Non-disclosure.

1.1 Corporation Ownership of Documents. All originals, copies, digests and summaries of manuals, memoranda, designs, notes, notebooks, records, reports, tabulations, compilations, film and video products or works, and other documents, materials, products, samples or items of any kind (including any recordation of information of any kind accessible or readable by any machine or person) concerning any matters affecting or relating to the business or activities of the FSHD Society or otherwise relating to the FSHD Society assets, whether or not they contain Confidential Information (as such term is hereinafter defined), are and shall continue to be the exclusive property of the FSHD Society. All of such documents, materials or items shall be used by The Party only to fulfill and complete the work to be performed under the engagement. All of such documents, materials or items, and all copies, disks and other recordations thereof, in the actual possession or control of The Party shall be destroyed or delivered to the FSHD Society by The Party promptly upon termination of the engagement, except for one copy to be retained for legal purposes.

1.2 Confidential Information. The Party hereby acknowledges that the Confidential Information is a valuable, special, and unique asset of the FSHD Society and is to be held in trust and in confidence by The Party for the sole use and benefit of the FSHD Society. The Party shall not, without the prior written consent of the FSHD Society, at any time during or after the term of his engagement, use for the benefit of The Party or others any Confidential Information, or divulge, disclose or communicate to or discuss with any person, firm, corporation, association or other entity any Confidential Information for any reason or purpose whatsoever (other than as necessary or desirable and for the benefit of the FSHD Society in connection with the FSHD Society's business and under conditions reasonably appropriate to preserve all Confidential Information as the confidential property of the FSHD Society). As used herein the term "Confidential Information" shall mean any information regarding the FSHD Society and/or the FSHD Society Assets, including, without limitation, any membership lists, membership donors, supplier information, product information, business plans, and financial reports of the FSHD Society. The term “Confidential Information” shall not include any information which (a) is public information, or (b) was known to The Party prior to the date hereof (other than as a result of any breach known to The Party of an obligation or duty of any person to the FSHD Society), or (c) becomes public information after the date of this Agreement (other than as a result of any breach of any obligation or duty of a person to the FSHD Society).

1.3 General Provisions.

(a) Reasonableness of Restriction. The Party has carefully read and considered the provisions of this Section 1 and, having done so, agrees and acknowledges that the agreements and restrictions set forth herein are fair and reasonable and are reasonably required for the protection of the interests of the FSHD Society.

(b) Remedies for Breach. In the event of a breach or threatened breach of any of the provisions in this Section 1, the FSHD Society shall have the right to seek an injunctive relief in any court of competent jurisdiction, without the necessity of posting a bond, in addition to any other rights and remedies it may have.

SECTION 2. Notices.

Any notice, offer, or other communication required or contemplated hereunder shall be in writing and deemed given (or received) upon delivery, if hand-delivered (including delivery by overnight courier service), at the expiration of five (5) days from the date of deposit in the United States mails, certified or registered mail, return receipt requested, postage prepaid, upon the date of delivery by overnight courier service, or upon the date of receipt of a confirmed facsimile transmission, and addressed to the party entitled to receive such notice, offer or other communication, at such party's address set forth below:

To the FSHD Society:

FSHD Society, Inc.

75 North Main Street

Suite 1073

Randolf, MA 02368

To [NAME]:

[ADDRESS]

[ADDRESS]

[EMAIL]

or to such other address as a party may designate by written notice in the above-described manner.

SECTION 3. Miscellaneous.

3.1 Successors and Assigns. This Agreement, and all of the terms and conditions set forth herein, shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided that neither of the parties hereto shall assign any of their respective rights or delegate any of their respective obligations hereunder without the prior written consent of the other party hereto.

3.2 Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the transaction contemplated hereunder, and supersedes any and all prior or contemporaneous understandings, agreements or representations of the parties regarding the subject matter hereof.

3.3 Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance or regulation (collectively, the "Law"), the latter shall prevail, provided, however, that the provision of this Agreement which is affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirements of the Law, and the remainder of this Agreement shall not be affected thereby.

3.4 Modification or Amendments. No amendment, change or modification of this Agreement shall be valid, unless set forth in a written instrument and signed by all the parties hereto.

3.4 Non-Waiver. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof. To be effective, all such waivers shall be in writing and shall be signed by the party to be bound thereby.

3.5 Governing Law. The provisions of this Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference or giving effect to any choice of laws or conflict of laws rules or provisions of such State.

3.7 Term. This Agreement, and the terms, provisions, remedies and restrictions set forth herein, shall remain in full force and effect even after the termination of the engagement until the execution and delivery of a written agreement between the parties to terminate this Agreement, if ever.

IN WITNESS WHEREOF, the party hereto has executed this Agreement on the date first written above.

[NAME/COMPANY]

By:

[NAME]

[TITLE]