

## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS CONFIDENTIAL DISCLOSURE AGREEMENT ("Agreement") is entered into as of March 18<sup>th</sup>, 2015 by and between Genelex Corporation, Seattle, Washington and the undersigned.

WHEREAS, the parties wish to conduct discussions and negotiations regarding possible future business opportunities and/or technical arrangements with one another; and

WHEREAS, the parties desire to assure the protection and preservation of the confidential or proprietary nature of information that may be disclosed or made available in the course of such discussions and negotiations;

WHEREAS, the parties wish to avoid interfering with existing business relationships of the other;

NOW, THEREFORE, in reliance upon and in consideration of the parties' mutual interest in conducting such discussions and negotiations and the following undertakings, representations and agreements, the parties agree as follows:

1. Subject to the limitations set forth in Paragraph 2, all information disclosed by one party (the "Disclosing Party") to the other (the "Receiving Party") shall be deemed to be "Proprietary Information." In particular, Proprietary Information includes, but is not limited to, processes, procedures, "know-how", new product or new technology information, suppliers, marketing techniques and materials, marketing timetables, strategies development plans, customer names and other information related to customers, pricing policies, and other technical, business and financial information. Proprietary Information also means nonpublic information that Disclosing Party designates as being confidential to the Receiving Party or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. Proprietary Information shall also include that information generated by the Receiving Party or its representatives that contains, reflects or is derived from the Proprietary Information. Furthermore, the fact that the Proprietary Information has been delivered to the Receiving Party, that a possible business and/or technical arrangement is under consideration, and that discussions or negotiations have occurred or are occurring regarding a possible business and/or technical arrangement are considered part of the Proprietary Information for the purposes of this Agreement.
2. Proprietary Information shall not include any information which the Receiving Party can show by documentary evidence (a) was in its possession prior to the disclosure thereof, (b) was at the time of receipt or thereafter becomes, through no act or failure to act on the part of the Receiving Party, part of the public domain, or (c) was disclosed to the Receiving Party by others not under any obligation of confidentiality or restricted use to the Disclosing Party.
3. The Receiving Party agrees that it shall not, without the prior written consent of the Disclosing Party, use, reproduce or disclose to third parties any Proprietary Information received hereunder. The Receiving Party represents and warrants that it will protect Proprietary Information with at least the same degree of care used to protect its own Proprietary Information. If so instructed by the Disclosing Party, the Receiving Party agrees to return or destroy promptly any documents or other tangible forms of information supplied to it by the Disclosing Party. The Receiving Party agrees to reveal the Proprietary Information only to a limited group of its agents, representatives and employees who need to know the Proprietary Information for the purpose of evaluation of a possible business and/or technical arrangement with the Disclosing Party, who are informed of the confidential nature of the Proprietary Information, and who agree to act in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party or any of its representatives is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Proprietary Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such request or requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
4. The undersigned agrees that for a period of two (2) years from the date of this Agreement ("Restricted Period"), it will not, directly or indirectly, without the prior written consent of Genelex, (a) interfere with the business of Genelex by soliciting, attempting to solicit, inducing, or otherwise causing any employee or independent contractor of Genelex to terminate his or her employment or contract with Genelex; or (b) induce or attempt to induce any customer, supplier or independent contractor of Genelex to modify or terminate their

relationship with, or to take any action that would be disadvantageous to the business of Genelex. At no time during the Restricted Period will the undersigned, directly or indirectly compete against or circumvent Genelex by providing the same or substantially similar products or services as offered by Genelex.

5. This Agreement may be terminated by either of the parties hereto at any time upon thirty (30) days' written notice to the other party. Termination of this Agreement, however, shall not relieve either party of any of its continuing obligations made under this Agreement that were incurred prior to the effective date of such termination.

6. It is understood that no license or other rights in and to Proprietary Information is to be construed and that neither of the parties hereto is under any obligation to enter into any business and/or technical arrangement with the other party by virtue of this Agreement or any disclosure hereunder.

7. The parties acknowledge and agree that a breach of the provisions of this Agreement would cause the Disclosing Party to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Receiving Party agrees that the Disclosing Party shall have the right to seek specific performance of the provisions of this Agreement to enjoin a breach or attempted breach of the provisions hereof, such right being in addition to all other rights and remedies available to the Disclosing Party at law, in equity, or otherwise.

8. This agreement shall be governed by and interpreted in accordance with the laws of the State of Washington. The Receiving Party and Disclosing Party hereby consent to the jurisdiction and venue of King County Superior Court in Seattle, Washington in any action or proceeding arising out of or brought in connection with this Agreement. In the event of any suit or other action to enforce or construe this Agreement, the substantially prevailing party shall be entitled to recover its attorney's fees and costs so incurred.

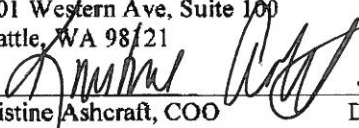
9. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties.

10. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.

11. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any jurisdiction for any reason, including, without limitation, the duration of the noncompetition provision, its geographical scope or the extent of the activities prohibited or required by it, then, to the full extent permitted by law (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible; (b) such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision hereof; and (c) any court or arbitrator having jurisdiction shall have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

**Genelex Corporation**

3101 Western Ave, Suite 100  
Seattle, WA 98121

  
Kristine Ashcraft, COO

3/19/15  
DATE

**UCSF / Institute for Human Genetics**

513 Parnassus Ave HSE901E

San Francisco CA 94143

  
Signed

DATE

Print Name Robert L. Nussbaum, MD

Title Professor of Medicine, UCSF

March 18, 2015