

October 14, 2013

Erika Cheung  
[REDACTED]

Dear Erika:

On behalf of Theranos, Inc. (the "Company"), I am pleased to extend a conditional offer of employment to you as Laboratory Associate reporting to Sharada Sivaraman. Your pay rate will be \$19 per hour. In addition, you will be eligible for additional performance based compensation over time. Your position is classified as Non-exempt; therefore, you are eligible for overtime. Your proposed start date is October 16, 2013, and your Theranos orientation will begin at 9:00 a.m. on that date.

As a regular full time employee, you will be eligible to participate in the current employee benefits program. With this offer, you have received information regarding all of your benefit options and any contributions to premiums for which you may be responsible.

Please be advised that our offer of employment is conditioned upon your signing the "At Will Employment, Confidential Information, and Invention Assignment Agreement," favorable background and/or reference checks, your signing the "Confirmation of Receipt & Agreement to Handbook Policies," which indicates your agreement to adhere to current company policies and procedures, and your ability to provide Theranos with appropriate documentation confirming your identity and your authorization to work in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, as required by United States law.

You agree that you will not, during your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

Your employment with Theranos, Inc. is "at will." "At will" is defined as allowing either Employee or Employer to terminate the Agreement at any time, for any reason permitted by law, with or without cause and with or without notice. Additionally, your duties, title, compensation, benefits and reporting structure may be changed or modified at any time at the discretion of the Company, with or without notice. Should you voluntarily terminate your employment with the Company, you must provide the Company with at least 2 weeks written notice.

In the event of termination of your employment with the Company, or at any other time at the Company's request, you agree to deliver promptly to the Company all property of the Company that is in your possession or control, including but not limited to computers, data, software, drawings, manuals, correspondence, notes, notebooks, sketches, formulae, records, e-mails, service parts, pagers, cell phones, PDAs, memoranda, service documents, customer proposals, price lists, customer lists, access cards or keys to the Company's or customer's facilities, equipment or vehicles, and all other materials and all copies thereof relating to the Company's business or which contain Proprietary Information. You further agree not to make or retain copies of any of the foregoing and will so represent to the Company upon termination of employment.

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Erika, we believe that you will make great contributions to Theranos, and we look forward to your favorable reply and to working with you. If you have any questions prior to your start date, please do not hesitate to contact me.

Sincerely,



Mona Ramamurthy  
Head of HR & Employment Counsel

**Enclosures:** At-Will Employment, Confidential Information, and Invention Assignment Agreement  
Employee Benefit Booklet and pricing

To accept this conditional offer, please sign and date this letter in the space provided below. A duplicate original is enclosed for your records. This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. You confirm that by accepting this offer you will not breach any contract or agreement to which you are a party. This offer of employment will terminate if it is not accepted, signed and returned by October 15, 2013.

**Agreed to and accepted:**

Signature: Erika Cheung Date: 10/14/13  
Printed Name: Erika Cheung

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