CONFIDENTIAL

EVALUATION AGREEMENT

THIS EVALUATION AGREEMENT (the "**Agreement**") is made and entered into as of the 21st day of September, 2006 (the "**Effective Date**") by and between THERANOS, INC. a Delaware corporation having offices at 1430 O'Brien Drive, Suite C, Menlo Park, California 94025 ("**Theranos**"), and SMITHKLINE BEECHAM CORPORATION D/B/A GLAXOSMITHKLINE, a Pennsylvania corporation having offices at 709 Swedeland Road, King of Prussia, Pennsylvania 19406 ("**GSK**"). GSK and Theranos may be collectively referred to herein as the "Parties" and separately as a "Party."

WHEREAS, Theranos desires to demonstrate for GSK the utility of its proprietary monitoring and bioinformatics systems and equipment (defined hereinbelow as the "**Theranos System**") in preclinical research;

WHEREAS, GSK is interested in evaluating the Theranos System; and

WHEREAS, Theranos is willing to provide GSK the opportunity to assess the Theranos System on the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and premises contained in this Agreement, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS

1.1 "**Affiliates**" means any legal entity (such as a corporation, partnership, or limited liability company) that directly or indirectly Controls, is Controlled by or is under common Control with a Party. For the purposes of this definition, the term "Control" means: (a) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities (or such other percentage as required to establish control in the relevant jurisdiction); (b) a fifty percent (50%) or greater interest in the net assets or profits of a partnership or other business organization without voting securities; (or such other percentage as required to establish control in the relevant jurisdiction); or (c) the ability, via contract or otherwise, to direct the affairs of any such entity.

1.2 "**Ambulatory Bioinformatics Communication System**" or "**ABCS**" means Theranos' database and proprietary analytic communications software for retrieval, transmission, and analysis of data from the Theranos Cartridges. ABCS is updated at scheduled intervals. The parameters for ABCS for the Evaluation are set forth on **Appendix A**, attached hereto and incorporated herein by this reference.

1.3 "**Cartridge**" means a disposable cartridge containing blood processing technology and assays to measure the concentration of products and defined biomarkers for efficacy, safety, and new indications of a compound from uL blood samples.

1.4 "**Customized Theranos System**" has the meaning ascribed to it in Section 2.3 and for

purposes of this Agreement shall constitute a "Theranos System."

1.5 "**Evaluation**" means the activities involving the GSK Samples with the Theranos System and the assessment by GSK of the Theranos System at GSK. The Evaluation is further detailed on **Appendix B**, attached hereto and incorporated herein by this reference.

1.6 "**Evaluation Period**" means the time period described in Section 2.3.

1.7 "**Evaluation Results**" means all raw (i.e., concentrations) and processed data, interpretations, and other information and other outcomes generated under this Agreement, including data reports described in Appendix B, but excluding any Theranos Confidential Information. The Evaluation Results shall include details on the activities and experiments undertaken pursuant to the Evaluation as stored in the ABCS from activities performed hereunder.

1.8 "**GSK Compound**" means any compound owned or sold by GSK or its Affiliates, or for which GSK or its Affiliates have been granted a license. GSK Samples shall be treated with GSK Compound.

1.9 "**GSK Samples**" means the frozen rat or dog serum samples collected, processed and prepared by GSK.

1.10 "**Reader**" means a device capable of extracting *in vitro* assay data from assay Cartridges and transmitting data via a secure and wireless link to a remote and secure database for analysis.

1.11 "**Representative**" means the individuals designated by each Party, at each Party's sole discretion, that are responsible for all matters relating to the Evaluation on behalf of its respective Party. The GSK Representative is James N. Livingston. The Theranos Representative is Diane Parks. Each Party may change its Representative on notice to the other Party.

1.12 "**Summary Report**" means the top-line written report which summarizes the Evaluation Results and GSK's observations and conclusions regarding the Theranos System. The Summary Report shall be prepared by GSK and provided to Theranos pursuant to Section 2.6.

1.13 "**Theranos System**" means, collectively, ABCS, the Cartridge and the Reader.

1.14 "**Third Party**" means any party(ies) other than GSK or Theranos and/or their respective Affiliates.

2. SCOPE OF THE EVALUATION; TRAINING; REPORTS

2.1 The Evaluation shall be undertaken under the joint direction of GSK and Theranos in

accordance with the terms and conditions of this Agreement. The Parties agree to act in good faith and proceed with reasonable diligence during the Term in carrying out each of their respective obligations hereunder.

2.2 GSK shall provide Theranos with the GSK Samples in accordance with Article 4. The Parties shall each perform their respective obligations hereunder in accordance with the terms and conditions of this Agreement, and the specific instructions set forth in the Evaluation.

2.3 Upon completion of Phase I of the Evaluation, Theranos shall provide GSK with a complementary customized Theranos System which shall include, at GSK's discretion, up to seven (7) Readers and up to four hundred fifty (450) Cartridges in order to enable GSK to evaluate the Theranos System based on the parameters and criteria of Appendix B (the "**Customized Theranos System**"). For this purpose, customization of the Theranos System shall be limited to (a) development of specific Cartridges for the three target analytes as set forth in Appendix B, and (b) development of a number of customized reports to be generated by the ABCS, as reasonably requested by GSK. GSK may use the Customized Theranos System for up to three (3) weeks at no charge to GSK, including no charge for the Readers and Cartridges and ABCS access used during such three-week period (the "**Evaluation Period**"). The Evaluation Period may be extended by mutual written agreement of the Parties during the Term.

2.4 During the Evaluation Period, and at GSK's sole discretion, Theranos representatives may be given access to the specific GSK site of the Evaluation in order to allow GSK-monitored observation of the Evaluation in accordance with Appendices B and D, and the other terms of this Agreement. Theranos shall not be given access to GSK animal facilities during any visits to a GSK site.

2.5 At the conclusion of the Evaluation Period GSK shall notify Theranos if it desires to either accept and purchase the Customized Theranos System or propose feedback for additional customization of the Customized Theranos System, if necessary, which may be undertaken pursuant to a mutually agreed extension of the Evaluation Period. For the avoidance of doubt, in no event is GSK under any obligation to purchase the Customized Theranos System or provide customization feedback to Theranos under this Section 2.5.

2.6 At the conclusion of the Evaluation Period, GSK shall provide Theranos with the Summary Report. Theranos shall have the right to use the Summary Report for purposes of further research and development of the Theranos System and to retain and so use such Summary Report upon expiration or termination of this Agreement.

2.7 During the Evaluation Period GSK shall:

(a) use the Customized Theranos System solely for the purposes described herein for the conduct of the Evaluation in accordance with the terms and conditions of this Agreement;

(b) use the Customized Theranos System in compliance with all applicable statutes and regulations;

(c) not provide or share the Customized Theranos System with any Third Party without the prior written consent of Theranos; and

(d) not reverse-engineer or chemically analyze, as to compound structure or chemical properties, the Customized Theranos System (including, without limitation, the assays and/or analytes used in the Cartridges).

For the sake of clarity, if at the conclusion of the Evaluation Period GSK elects to accept and purchase the Customized Theranos System pursuant to Section 2.5, the restrictions set forth above in subsections (a) and (c) above shall no longer apply to GSK's use of such Customized Theranos System purchased by GSK and GSK may use such Customized Theranos System for all pre-clinical uses and shall not be limited to only those uses described herein; provided, however, that the foregoing shall not in any way be deemed to amend or otherwise limit the application of Theranos' standard terms and conditions of purchase for the Theranos System for the purposes of pre-clinical use which shall govern GSK's use of any Theranos System purchased by GSK hereunder after the Evaluation Period as provided in Section 5.2.

2.8 Theranos acknowledges that prior to the Effective Date, GSK or its Affiliates have performed or engaged in, or otherwise arranged for the conducting of, research, development and commercialization activities relating to biological assay and software research and development. Further, Theranos acknowledges and agrees that nothing contained in this Agreement shall be construed, by implication or otherwise, as prohibiting GSK or Affiliates from, during the Term of this Agreement and thereafter, (i) performing or engaging in, or otherwise arranging for the conducting of, research, development and commercialization activities relating in whole or in part to biological assay and software research and development, and (ii) evaluating bioinformatics systems and software from other Third Parties; provided that all such activities of GSK or its Affiliates shall be conducted without any use or disclosure of any Theranos Confidential Information.

3. TRAINING AND SUPPORT

3.1 After the Cartridges have been received by GSK and are on site for use, Theranos shall, upon GSK's written request, provide GSK with at least one (1) full day (i.e., 8 hours) of training on the Customized Theranos System on a mutually pre-agreed date/time and at a US GSK location.

3.2 Upon completion of the Evaluation Period, provided GSK accepts and purchases the Customized Theranos System, at GSK's request, Theranos shall provide GSK with technical support with respect to the use of the Readers and Cartridges and ABCS on mutually agreed terms.

4. MATERIAL TRANSFER

4.1 Promptly after the Effective Date GSK shall ship the GSK Samples to Theranos for use by Theranos in accordance with Appendix B. GSK shall provide a minimum of fifty (50) and a maximum of one hundred (100) GSK Samples (>100 uL each) with known analyte levels over the analytical range of interest. The Parties acknowledge that at least fifty (50) GSK Samples shall be used in system calibration.

4.2 Theranos agrees that it is regularly engaged in conducting biological assay and software research and development and maintains facilities adequate for the conduct of the Evaluation hereunder, including appropriate storage of the GSK Samples (-80 degrees Fahrenheit). Theranos shall:

(a) use the GSK Samples only during the Term and solely for the purposes described herein for the conduct of the Evaluation in accordance with the terms and conditions of this Agreement;

(b) use the GSK Samples in compliance with all applicable statutes and regulations;

(c) not use the GSK Samples in human subjects, in clinical trials, or for diagnostic purposes involving human subjects;

(d) not provide or share the GSK Samples with any Third Party without the prior written consent of GSK; and

(e) not reverse-engineer or chemically analyze, as to compound structure or chemical properties, the GSK Samples.

4.3 Upon termination or expiration of this Agreement, Theranos shall discontinue its use of the GSK Samples and within ten (10) days of the effective date of termination shall, at GSK's sole discretion, either destroy (and certify destruction thereof) or return to GSK any and all GSK Samples remaining in its possession.

5. FINANCIAL TERMS

5.1 For purposes of the Evaluation, Theranos shall fully fund development and customization of the GSK Customized Theranos System, including all training related thereto, at no cost or expense to GSK.

5.2 Until twelve (12) months after either the completion of the Evaluation Period or termination or expiration of this Agreement, whichever occurs first, and at GSK's sole discretion, GSK may elect to purchase from Theranos the Readers and the Cartridges for all pre-clinical uses at Theranos' then current prices therefore, but not to exceed the prices specified in **Appendix C**, attached hereto and incorporated herein by this reference, and access to the ABCS shall be included in such prices for the Readers and the Cartridges. Any such purchase of the Readers and/or the Cartridges by GSK shall be subject to Theranos' standard terms and conditions of purchase for the Theranos System for the purposes of pre-clinical use.

6. CONFIDENTIALITY

6.1 "Confidential Information" means any and all GSK or Theranos confidential or proprietary information, as the case may be, regarding, related to, or associated with any and all elements of this Agreement, and the Parties themselves and their operations, that is disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") on and after the Effective Date, provided, however, that Confidential Information shall not include information which: (a) at the time of disclosure is in the public domain; (b) after disclosure becomes part of the public domain, except through breach of this Agreement; (c) the Receiving Party can demonstrate by written records was in its possession prior to the time of disclosure by the Disclosing Party hereunder, and was not acquired directly or indirectly from the Disclosing

Party; (d) the Receiving Party can demonstrate by written records was developed by or on behalf of the Receiving Party independent of and without reference to the Disclosing Party's Confidential Information; or (e) becomes available to the Receiving Party from a Third Party who did not acquire such information directly or indirectly from the Disclosing Party and who is not otherwise prohibited from disclosing such information. For the avoidance of doubt, any data or other information that directly relates to the Theranos System (including, without limitation, Cartridges, Readers, and ABCS) and/or the characteristics, functionality, operation or performance thereof, and/or to any Theranos Inventions (as defined in Section 8.3), are included in the Theranos Confidential Information; provided, however, that once the Theranos System becomes commercially available to the public, and/or upon GSK's purchase of all or part of the Theranos System, whichever occurs earlier, it is understood and agreed by the Parties that the functionality, operation or performance of the Theranos System shall no longer be considered Theranos Confidential Information. Further for the avoidance of doubt, the GSK Samples, GSK Compounds, the Evaluation Results, and any GSK Inventions (as defined in Section 8.3), and any data or information that relates to any of the foregoing, including, without limitation such data or information submitted by GSK to ABCS for analysis, are included in the GSK Confidential Information. Notwithstanding the foregoing, with the exception of Evaluation Results contained therein which are solely GSK Confidential Information, the Summary Report shall be considered the Confidential Information of each Party.

6.2 Theranos and GSK each hereby recognize and acknowledge that the other Party's Confidential Information constitutes valuable and proprietary information. Accordingly, the Receiving Party shall not use the Disclosing Party's Confidential Information in any manner whatsoever other than solely in connection with the performance of its obligations or the exercise of its rights under this Agreement. Subject to other express provisions of this Agreement, GSK and Theranos each agree that during the Term of this Agreement, and for a period of five (5) years after the effective date of termination (for any reason) of this Agreement, that the Parties shall not disclose, directly or indirectly, in any manner whatsoever to any Third Parties any Confidential Information of the Disclosing Party without first obtaining the prior written consent of the Disclosing Party, and the Receiving Party shall keep confidential all of the Disclosing Party's Confidential Information that is disclosed to the Receiving Party. The Receiving Party agrees to use the same level of care in safeguarding the Disclosing Party's Confidential Information that the Receiving Party uses with its own confidential information of a similar nature, but in no event less than reasonable care. The Receiving Party shall restrict disclosure of the Disclosing Party's Confidential Information solely to those of its (or its Affiliate's) officers, employees, agents and applicable consultants having a need to know such Confidential Information in order to accomplish the purposes of this Agreement. Notwithstanding the foregoing, each Party may disclose the other Party's Confidential Information to the extent such disclosure is reasonably necessary in prosecuting or defending litigation or required by the order or requirement of a court of competent jurisdiction, administrative agency or other governmental body; provided that the Party required to make the disclosure shall provide prompt advance notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. For the avoidance of doubt, neither Party shall be prohibited from using its own Confidential Information for any purpose, including, but not limited to, legal defense or intellectual property filing or prosecution purposes.

6.3 Upon termination or expiration of this Agreement, or earlier upon the request of the Disclosing Party, the Receiving Party shall return all Confidential Information within its possession or control to the Disclosing Party, including all copies thereof in any media, and shall purge any electronic copies thereof from any electronic storage device, except that each Party shall be permitted to retain one (1) copy of the other Party's Confidential Information solely so that any continuing obligations may be determined.

7. PUBLICATION; USE OF NAMES

7.1 Subject to the confidentiality provisions in Article 6 above, GSK recognizes that Theranos may desire to publish papers or make presentations regarding the Evaluation. Accordingly, before Theranos submits a paper for publication and before any presentation is made, Theranos shall deliver to GSK a complete copy of same at least sixty (60) days prior to submitting the paper to a publisher or making the presentation. GSK shall have a period of sixty (60) days to review any such paper or presentation for the identification of any of its privileged information (i.e., Confidential Information, and/or any materials, discoveries or inventions and/or other proprietary information). If any of such privileged information is identified, GSK shall have up to an additional ninety (90) days in order to file appropriate patent and copyright applications to protect its intellectual property rights in the privileged information and to request Theranos to edit the proposed publication or presentation to remove the privileged information. For the avoidance of doubt, this provision in no way restricts or limits GSK's right to publish or present and GSK has the right, at its discretion, to publish the Evaluation Results without review or approval by Theranos; provided, however that any such publication by GSK may only indicate that such results were obtained using the Customized Theranos System and may only name the analytes that were measured by the Cartridge and shall not include any Theranos Confidential Information and/or Theranos Inventions.

7.2 The Parties agree that except as required by law, no external written or oral communications or news releases or other public announcements shall be made, whether to the public, press, shareholders or otherwise, relating in any way to this Agreement without the prior written approval of such communication by the other Party, which approval shall be within such Party's sole discretion. Furthermore, neither Party shall use in any way the other Party's, or any of its Affiliates', names (or variations of such names), trademarks, trade names, brand names, logotypes, symbols, service marks, or designs, on any website or in any materials or information distributed by a Party, including, without limitation, any promotional materials, without the other Party's prior written consent, which consent shall be provided at such Party's sole discretion.

8. OWNERSHIP; PATENT PROSECUTION

8.1 As between Theranos and GSK, Theranos shall retain all right, title and interest in and to its Readers, Cartridges, analyte and/or assay panels and ABCS. As between Theranos and GSK, GSK shall retain all right, title and interest in and to the GSK Compounds and the GSK Samples and physical (but not intellectual property) ownership of any Reader units and Cartridge units purchased by it hereunder. Except as expressly set forth herein to the extent necessary to allow each Party to perform its obligations under this Agreement, no rights are granted to the other Party under this Agreement.

8.2 As between Theranos and GSK, the Evaluation Results shall be solely and exclusively owned by GSK.

8.3 To the extent that any inventions or discoveries arise out of the Evaluation (collectively, "**Inventions**"), ownership of such Inventions shall be determined by inventorship under U.S. law; except that:

(a) GSK shall solely own (i) the Evaluation Results, (ii) any Inventions that relate to the GSK Samples or any use, handling or manufacture thereof, (iii) any Inventions that relate to the GSK Compounds or any use, handling or manufacture thereof, and (iv) any improvement to any item described in subsections 8.3(a)(ii) or 8.3(a)(iii) above; and

(b) Theranos shall solely own (i) any Inventions that directly relate to the Theranos System (including, without limitation Cartridges, Readers, and ABCS), (ii) analyte and/or assay development and analyte and/or assay panels and/or combinations thereof for use in conjunction with the Theranos System, (iii) any improvement to any item described in subsections 8.3(b)(i) or 8.3(b)(ii) above, and (iv) any use or manufacture of any item described in subsections 8.3(b)(i), 8.3(b)(ii), or 8.3(b)(iii) above (including, without limitation, any protocols for using the Theranos System).

Any patent filed that claims an Invention shall be owned by the Party (or Parties), as applicable, that owns (or own) the underlying Invention under this Section 8.3. Each Party shall ensure that its employee and consultant inventors of Inventions arising under this Agreement shall assign his/her interest in such Inventions to his/her respective Party employer (e.g., Theranos or GSK, as the case may be), and such rights shall therefore vest in the respective Party employer to whom the inventor assigns his/her rights.

8.4 (a) With respect to Inventions jointly owned by the Parties pursuant to Section 8.3 ("**Joint Inventions**"): The Parties shall mutually agree upon how and where to file, prosecute and maintain any patents covering any such Joint Inventions ("**Joint Patents**"), and upon which Party shall be responsible for the filing, prosecution and maintenance of any Joint Patents. The Parties shall equally share, on a fifty/fifty (50/50) basis, all costs associated with the filing, prosecution and maintenance of any such Joint Patents, and the responsible Party shall consult with and update the other Party in connection with such activities and provide the other Party with copies of relevant documents relating to the filing, prosecution and maintenance of any such Joint Patents. The Parties shall mutually agree upon how to enforce and defend any Joint Patents and how to share the costs relating thereto, and upon which Party shall be responsible for the enforcement and defense of such Joint Patents.

(b) Notwithstanding subsection (a) above, the Parties expressly agree that neither Party shall develop, make, use or sell any products or perform, or have performed for it, any activity that is covered (either literally or under the doctrine of equivalence) by any Joint Patents, or which utilize any Joint Inventions for commercial purposes, and that neither Party shall grant any licenses under any Joint Patents or any Joint Inventions without obtaining the prior written consent of the other Party. Nothing contained in this Section 8.4(b) shall prevent either Party from engaging in activities covered by the Joint Patents solely for internal research purposes.

8.5 The Parties shall each perform such acts, execute and deliver such instruments and documents, and do such other things as may be reasonably necessary to effect each Party's respective ownership interest in and to the Inventions as set forth in this Article 8.

9. INDEMNIFICATION

9.1 GSK shall indemnify, defend and hold harmless Theranos and any of its officers, directors, employees, agents, consultants, successors and assigns (collectively, the **Theranos Indemnitees**") from and against any and all liabilities, expenses, damages or costs, including, without limitation, reasonable attorney's fees and legal costs, arising out of any Third Party claim, complaint, suit, proceedings or cause of action (each, a "**Claim**") pertaining to (a) the violation of any Third Party's trade secrets, trademarks, copyright, patent or other proprietary rights which Claim would not have arisen but for the identity and source of the GSK Samples and/or the GSK Compounds provided to Theranos and/or Theranos' use thereof in accordance with this Agreement; (b) any misrepresentations, omissions or breach of any warranty of GSK herein; or (c) the gross negligence or willful misconduct of any GSK Indemnitee; except, in each case, to the extent such Claims are attributable to the gross negligence or willful misconduct of any Theranos Indemnitees.

9.2 Theranos shall indemnify, defend and hold harmless, GSK and its Affiliates and each of their officers, directors, employees, agents, consultants, successors and assigns (collectively, the "**GSK Indemnitees**") from and against any and all Claims pertaining to (a) the violation of any Third Party's trade secrets, trademarks, copyright, patent or other proprietary rights in connection with the services or other work performed by Theranos pursuant to this Agreement; (b) any misrepresentations, omissions or breach of any warranty of Theranos herein; (c) its

failure to use, store, or dispose of the GSK Samples in accordance with the written instructions provided by GSK to Theranos hereunder; or (d) the gross negligence or willful misconduct of any Theranos Indemnitee; except, in each case, to the extent such Claims are attributable to the gross negligence or willful misconduct of any GSK Indemnitees.

9.3 Any Party entitled to indemnification under this Article 9 shall give notice to the indemnifying Party of any claims that may be subject to indemnification, promptly after learning of such claim, and the indemnifying Party shall assume the defense of such claims with counsel reasonably satisfactory to the indemnified Party.

10. REPRESENTATIONS AND WARRANTIES

10.1 Each Party represents and warrants to the other Party that:

(a) it is duly organized and validly existing under the laws of its jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person or persons executing this Agreement on its behalf as been duly authorized to do so by all requisite corporate or partnership action;

(c) this Agreement is legally binding upon it and upon its successors, heirs, and permitted assigns, and is enforceable in accordance with its terms;

(d) the execution, delivery and performance of this Agreement by it and its obligations hereunder do not conflict with any agreement, instrument or understanding, oral or written, now existing or to be entered into during the Term, to which it is a Party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it;

(e) it has not, and shall not during the Term of this Agreement, grant any right or license to any Third Party that would prevent or conflict with any of the rights granted to the other Party hereunder;

(f) it is aware of no Third Party rights that would be infringed or misappropriated by participation of it in the Agreement; and

(g) as of the Effective Date it has insurance, whether through a self-insurance program or some other plan of insurance, sufficient to cover its liability and indemnification obligations under this Agreement. Each Party shall promptly notify the other of its failure to have or maintain such insurance coverage and shall make no material change to any such insurance coverage which shall jeopardize its ability to cover its liability and indemnification obligations under this Agreement.

10.2 Theranos represents and warrants to GSK that it has the legal right and authority to use and to provide to GSK the Theranos System as contemplated herein and, to its knowledge, as of the Effective Date, it is not aware of any pending or threatened litigation, claim, or cause of action against Theranos or its Affiliates alleging the infringement or misappropriation by Theranos or its Affiliates of the intellectual property rights of any Third Party related to the use of the Theranos System or Customized Theranos System as contemplated herein.

10.3 GSK represents and warrants to Theranos that it has the legal right and authority to use the GSK Samples and GSK Compounds as contemplated herein, and to its knowledge, as of the Effective Date, it is not aware of any pending or threatened litigation, claim, or cause of action against GSK or its Affiliates alleging the infringement or misappropriation by GSK or its Affiliates of the intellectual property rights of any Third Party related to the use of the GSK Samples and/or GSK Compounds as contemplated herein.

10.4 Theranos represents and warrants to GSK that all utilization of ABCS is in accordance with and in compliance of HIPAA and HL-7 guidelines, and Theranos shall comply with the appropriate FDA regulations for devices and cartridges of the class under which the Readers and Cartridges are included.

10.5 Theranos represents and warrants to GSK that although it outsources scale-up and manufacturing of Readers and Cartridges to a major engineering and manufacturing services company ("EMS"), Theranos' transfers to EMS take place in a controlled environment, and EMS is FDA registered with QSR compliance, ISO13485/88, ISO 9001:2000, workmanship Standard IPC-A 610 and J-Std's certified. In the event of any major challenges with the primary EMS partner, Theranos shall contract with another firm of similar quality and manufacturing characteristics in the medical device field.

11. WARRANTY DISCLAIMER

11.1 EXCEPT AS SPECIFICALLY SET OUT IN THIS AGREEMENT, GSK MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND AS TO THE GSK SAMPLES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.2 EXCEPT AS SPECIFICALLY SET OUT IN THIS AGREEMENT, THERANOS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND AS TO THE THERANOS SYSTEM, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. LIABILITY EXCLUSIONS

12.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO SUCH PARTY'S BREACH OF THIS AGREEMENT, EXCEPT FOR SUCH PARTY'S BREACH OF ITS OBLIGATIONS OF

CONFIDENTIALITY UNDER ARTICLE 6 OR FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND, IN THE CASE OF THERANOS, FOR BREACH OF THERANOS' OBLIGATIONS UNDER SECTIONS 14.1 OR 14.2; PROVIDED THAT THE FOREGOING SHALL NOT BE CONSTRUED OR APPLIED TO LIMIT THE RESPECTIVE OBLIGATIONS OF THE PARTIES TO INDEMNIFY FOR LIABILITY TO THIRD PARTIES UNDER SECTIONS 9.1 OR 9.2.

12.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY COSTS OF SUBSTITUTE PRODUCTS OR SERVICES OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES INCURRED BY SUCH PARTY ARISING UNDER OR AS A RESULT OF THIS AGREEMENT (OR THE TERMINATION HEREOF), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES, OR ON ACCOUNT OF EXPENSES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH THE BUSINESS OR GOODWILL OR OTHERWISE; PROVIDED THAT THE FOREGOING SHALL NOT BE CONSTRUED OR APPLIED TO LIMIT THE RESPECTIVE OBLIGATIONS OF THE PARTIES TO INDEMNIFY FOR LIABILITY TO THIRD PARTIES UNDER SECTIONS 9.1 OR 9.2.

13. TERM; TERMINATION

13.1 The term of this Agreement ("**Term**") shall commence on the Effective Date, and shall continue until May 31, 2007, unless earlier terminated as provided below or extended by mutual written agreement of the Parties.

13.2 GSK may terminate this Agreement at its sole discretion at any time by giving written notice thereof to Theranos, and such termination shall be effective as of the date such notice is received by Theranos.

13.3 Either Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days of notice from the non-breaching Party.

13.4 In the event of termination of this Agreement for any reason, (a) Theranos shall provide to GSK all Evaluation Results and other GSK Confidential Information stored in the ABCS database or on the ABCS server in an electronic format in accordance with Appendix A, (b) GSK shall provide to Theranos the Summary Report (if such report has not already been provided to Theranos pursuant to Section 2.6 above), and (c) GSK shall, at its sole discretion, either purchase one or more Readers (and shall therefore have the right to keep any unused Cartridges provided by Theranos prior to termination of the Agreement), or shall promptly return to Theranos all Readers and unused Cartridges in GSK's possession, and (d) if GSK purchases one or more Readers as described in Section 13.4(c) above, Theranos shall provide to GSK the Evaluation Results and other GSK Confidential Information stored in the ABCS database or on the ABCS server in accordance with Appendix A.

13.5 Any and all provisions of Sections 2.6, 2.8, 5.2, 13.4 and 13.5, as well as Articles 4, 6, 7, 8, 9, 10, 11, 12, 14, 15 and 19, herein shall survive expiration or termination of this Agreement. Additionally, any other provision required to interpret and enforce the Parties' rights and obligations under this Agreement, including, without limitation, Appendix A, shall also survive, but only to the extent required for the full observation and performance of this Agreement.

14. GSK SITE SECURITY; INSURANCE

14.1 Theranos' access to the GSK Site shall be limited to the days and times authorized by GSK. While at the GSK Site, Theranos shall conduct its portion of the Evaluation in such a manner that does not interfere with the operation of GSK's business. As applicable, Theranos shall comply with GSK's policies in connection with this Agreement (which policies shall be communicated in writing to Theranos by GSK), as well as the terms and conditions set forth in **Appendix D**, attached hereto and incorporated herein by reference. Failure by Theranos to comply with GSK's policies is grounds for immediate termination of this Agreement, in addition to all other rights and legal remedies available to GSK. Any instances of impropriety, theft or loss involving Theranos shall be immediately reported to GSK Corporate Security as well as to the appropriate law enforcement agency. All locking hardware, keys, etc. needed by Theranos for office doors shall be provided, as appropriate; provided, however, that all keys and locking hardware shall remain the property of GSK. Theranos shall have no right to direct or supervise GSK personnel and shall permit continued access by GSK's maintenance, housekeeping, and security personnel to those areas used by Theranos.

14.2 Prior to reporting to the GSK site, all Theranos Representatives assigned to fulfilling Theranos' obligations under this Agreement, shall have read and acknowledged the terms and conditions of this Agreement, including those detailed in Appendix D. Theranos shall be liable for its employees' compliance with the terms of this Agreement, including Appendix D.

14.3 Theranos shall, at GSK's request, provide GSK with certificates of insurance or evidence of self-insurance. Theranos shall, at its own expense, carry and maintain during the Term the following insurance applicable in the United States:

(a) Workers' Compensation Limits

• Workers' Compensation	Statutory
• Employers Liability	
-Each Accident	$500,000
-Policy Limit	$500,000

(b) Commercial General Liability

Occurrence form including premises and operations coverage, coverage for independent contractors, personal injury liability and blanket contractual liability:

• General Aggregate	$2,000,000
• Each Occurrence	$1,000,000

14.4 Theranos shall add GSK as an additional insured on each of Theranos' insurance policies above, except the workers' compensation policies. Theranos shall defend GSK against any

Claims (defined in Section 9.1) against GSK and indemnify and hold harmless GSK from any liability to Third Parties which GSK may suffer by reason of Theranos' non-compliance with the terms of this Article 14 and/or Appendix D. The terms of Section 14.3 and 14.4 shall survive for a period of two (2) years after the expiration of this Agreement or earlier termination thereof for any reason.

15. ETHICAL STANDARDS

15.1 Ethical Standards And Human Rights.

(a) Unless otherwise required or prohibited by law, Theranos represents and warrants that in relation to the provision of services performed by Theranos under this Agreement:

(i) it does not employ engage or otherwise use any child labor in circumstances such that the tasks performed by any such child labor could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

(ii) it does not use forced labor in any form (prison, indentured, bonded or otherwise);

(iii) it provides a safe and healthy workplace, presenting no immediate hazards to its employees; provided, however, that "immediate hazards" shall not be deemed to include any hazards that may result from causes beyond the reasonable control of Theranos. Theranos provides access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents at Theranos' workplace;

(iv) it does not discriminate against any employees on any ground (including race, religion, disability or gender);

(v) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

(vi) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;

(vii) it complies with the laws on working hours and employment rights in the countries in which it operates; and

(viii) it is respectful of its employee's right to join and form independent trade unions and freedom of association.

(b) Theranos agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by Theranos when performing its obligations under this Agreement.

(c) Theranos shall ensure that it has ethical and human rights policies in place and an appropriate complaints procedure to deal with any breaches of such policies.

15.2 Use of Animals in Laboratory Testing. To the extent that Theranos utilizes any non-human animals in its performance of its activities for the Evaluation in accordance with

Appendix B, with respect to the care, handling and use in research and development activities hereunder of such non-human animals by or on behalf of Theranos, Theranos shall at all times comply with all applicable federal, state and local laws, regulations and ordinances, for the proper care, handling and use of animals in pharmaceutical research and development activities and shall encourage similar compliance from its applicable service providers.

16. NOTICES

Except as otherwise provided herein, any notice or other communication sent or delivered hereunder shall be in writing and shall be effective on delivery if hand delivered or sent by express delivery service, or certified or registered mail, postage prepaid.

If to GSK: James N. Livingston
GlaxoSmithKline
PO Box 13398
Five Moore Drive
Research Triangle Park, NC 27709-3398

with a copy to: VP and Associate General Counsel (RN0220)
R&D Legal Operations
GlaxoSmithKline
2301 Renaissance Blvd, RN0550
King of Prussia, PA 19406

If to Theranos: Diane Parks
Theranos, Inc.
1430 O'Brien Drive, Suite C
Menlo Park, CA 94025

During the Term of this Agreement, the Parties shall direct all scientific related correspondence and inquiries to the respective Party Representatives.

17. NO FURTHER OBLIGATION

GSK and Theranos hereby acknowledge and agree that neither GSK nor Theranos shall be under any obligation to enter into any further agreement as a result of entering into this Agreement.

18. RELATIONSHIP OF THE PARTIES

Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between the Parties. Each Party is an independent contractor. Neither Party shall assume, either directly or indirectly, any liability of or for the other Party. Neither Party shall have the authority to bind or obligate the other Party and neither Party shall represent that it has such authority.

19. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of choice of law of such state.

20. SEVERABILITY

If any provision(s) of this Agreement should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected.

21. WAIVER

Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

22. ASSIGNMENT

Neither Party to this Agreement may assign this Agreement or its rights and obligations hereunder, in whole or in part, to any Third Party without the prior written consent of the other Party; provided, however, that both Parties may assign this Agreement or its rights and obligations hereunder, in whole or in part, to one or more of its Affiliates, and to any entity with which it may merge or consolidate or to which it may transfer all or substantially all of its assets to which this Agreement relates, without obtaining the consent of the other Party.

23. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

24. AMENDMENT

This Agreement may only be amended by a writing that references this Agreement and is executed by both Parties hereto. No modification of this Agreement or terms or conditions hereof shall be binding upon any Party unless approved in writing by an authorized representative of each of the Parties.

25. HEADINGS

The headings used in this Agreement are for convenience of reference only and do not form a part of this Agreement.

26. COUNTERPARTS

This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same original.

27. ENTIRE AGREEMENT

This Agreement (including all Appendices attached hereto) embodies the entire, final and complete agreement and understanding between the Parties and replaces and supersedes all prior discussions and agreements between them with respect to its subject matter. No modification or waiver of any terms or conditions hereof shall be effective unless made in writing and signed by a duly authorized officer of each Party. In the event of any conflict between the terms of this Agreement and the terms set forth on any Appendix, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have caused this Evaluation Agreement to be executed by their duly authorized representatives as of the Effective Date.

SMITHKLINE BEECHAM CORPORATION d/b/a GlaxoSmithKline

By: _____

Name: James N. Livingston

Title: VP MV CEVD

THERANOS, INC.

By: _____

Name: ELIZABETH HOLMES

Title: PRESIDENT & CEO

APPENDIX A

ABCS PARAMETERS

- Data from each Cartridge is date & time stamped to correlate data and sequence to each animal.
- Cartridges do not have to be pre-sorted by any proposed order of use.
- Once the Readers and Cartridges are at the GSK site, Theranos shall from time to time monitor and check the performance of the Readers and Cartridges by inspection of the ABCS server and database content, in accordance with GSK's requested timeline and in accordance with the terms of this Agreement.
- Theranos' response and replies to GSK needs shall be within 24 hours and 7 days a week.
- All data and results submitted by GSK during or following the Term of this Agreement to the ABCS site for analysis shall be considered GSK Confidential Information.
- The database location and server to which the Reader and ABCS transfers the Evaluation Results shall be located at Theranos and managed by Theranos. ABCS as provided by Theranos shall protect the Evaluation Results and other GSK Confidential Information against Third Party access in accordance with HTTP protocol.
- During the Term of this Agreement, in the event that GSK is unable to access the Evaluation Results or other GSK Confidential Information stored in the ABCS database or on the ABCS server, upon GSK's request, Theranos shall promptly provide all such GSK Confidential Information, and Evaluation Results to GSK in CSV format which is readily readable by Excel.
- Upon termination of this Agreement and unless otherwise specifically instructed by GSK in writing not to do so, then Theranos shall provide all GSK Confidential Information and all Evaluation Results stored in the ABCS database or on the ABCS server to GSK in CSV format which is readily readable by Excel.
- After the termination of this Agreement, if GSK has purchased and is using the Theranos System and GSK is unable to access the Evaluation Results or other GSK Confidential Information stored in the ABCS database or on the ABCS server, upon GSK's request Theranos shall provide all such GSK Confidential Information, and Evaluation Results to GSK in CSV format which is readily readable by Excel; provided that Theranos shall only be obligated to maintain the Evaluation Results and/or any other GSK Confidential Information in the ABCS database or on the ABCS server and to provide such data and information to GSK pursuant to this paragraph until the earlier of: (i) the date which is two (2) years after the effective date of any termination of this Agreement; or (ii) the date on which Theranos returns to GSK any and all GSK Confidential Information pursuant to a request by GSK under Section 6.3 of the Agreement.

APPENDIX B

EVALUATION

SELECTION OF ANALYTES:
Theranos and GSK have defined three analytes of choice to be ***Insulin, GLP-1*** (glucagon-like peptide-1), and ***GIP*** (gastroinhibitory polypeptide) for the validation stage of the Customized Theranos System.

MATERIALS TRANSFER:
Protocols of relevant blood draw procedures and frequency, as well as relevant enzyme immunoassays etc., may be transferred to Theranos by GSK for incorporating into planning for development and validation. This information shall be considered GSK Confidential Information and shall only be used by Theranos for purposes of carrying out its obligations under this Agreement.

VALIDATION CRITERIA:

- Theranos System: works with blood, plasma, and serum samples and buffer controls
- Assay range TBD: comparable with reference method
- Accuracy: $y = b*x + a$ (y=system, x = reference; $a < 0.5$*cut-off conc. (lowest level of measurement), $b = 1.0 +/- 0.1$ $r > 0.9$
- Precision: at concentration setpoints TBD:
- System CV < 12%,
- Inter-cartridge CV < 10 %
- Specificity: Comparable with reference methods
- Interferences: Not tested unless identified by GSK
- Reporting of Results:
    - The measurements collected from the reaction wells and the Cartridge's unique barcode identification are time-stamped and logged into a non-volatile memory in the Reader.
    - The Reader makes a secure data connection to ABCS and after mutual authentication and authorization transmits the data to the server for analysis.
    - For each test sample analyzed, a data report shall be generated and be available from the server to GSK. All data reports shall also be available to Theranos authorized users for quality control purposes only.
    - In the event that GSK is unable to access a data report on the ABCS server, upon written notice of the same by GSK and GSK's written request, Theranos shall provide such data report to GSK in CSV format which is readily readable by Excel.

DEVELOPMENT OF SYSTEM BY THERANOS:

Phase I

- Theranos shall:
    - Prepare 3-analyte Cartridges
    - Develop microtitre plate assays on blood samples
    - Compare Theranos' results with GSK's preferred source of microtitre plate results

- Develop target-specific Cartridges, and develop a number of GSK specific ABCS reports as reasonably requested by GSK
- Compare results from Cartridges with results from microtitre plates

• GSK shall provide Theranos with GSK Samples (a minimum of fifty (50) and a maximum of one hundred (100) GSK Samples (>100 uL each)) with known analyte levels over the analytical range of interest. The analyte level range shall be representative and reasonably distributed. The GSK Samples shall be anonymized with respect to any compound treatment, and shall be serum samples, provided that if discussed by the Parties and agreed by Theranos, such GSK Samples may be plasma samples. Analyte levels shall be provided to Theranos for each GSK Sample. GSK shall provide to Theranos in writing all reasonably necessary instructions for use, storage and disposal of the GSK Samples.

• Theranos shall initiate development studies with rat and dog blood from Theranos provided samples, and shall then establish the relationship between results in serum and blood.

• Theranos shall compare results derived from use of Theranos' samples with results derived from use of the GSK Samples.

• Theranos shall perform validation assays with three Readers, with the assays run on each instrument performed on a minimum of fifty (50) GSK Samples. Each GSK Sample that is run on an instrument shall be run at least in duplicate (or triplicate if sufficient sample volume). Estimates are therefore 100-150 assays per instrument, and 300-450 total, with the following parameters determined:

- Inter-cartridge precision
- Inter instrument precision
- Assay accuracy

• Theranos shall also evaluate above three parameters on at least three separate days.

Phase II

• Following Phase I and prior to initiation of Phase II, GSK and Theranos shall discuss performance criteria for determining the success of the Customized Theranos System.

• Theranos shall deliver free of charge to GSK the Customized Theranos System (up to 7 Readers and up to 450 Cartridges, at GSK's discretion) for evaluation by GSK based on the validation criteria.

APPENDIX C

PRICING STRUCTURE UNDER THIS AGREEMENT

Theranos System Pricing for Pre-Clinical Use Only (Prices are not transferable to human clinical studies.)				
Readers	**Price per Reader**	**Cartridges**		**Price per Analyte**
0-20	$6,000	0-50,000	$25	$8.33
21-40	$5,500	50001-100,000	$20	$6.67
41-60	$5,300	100,001-150,000	$18	$6.00
61-80	$5,100	150,000+	$15	$5.00
81-100	$5,000			
101-150	$4,900			
151+	$4,800			

APPENDIX D

GLAXOSMITHKLINE SAFETY INSTRUCTIONS

I. Introduction

This Appendix D summarizes important accident prevention rules and procedures that apply to any Theranos Representatives coming onto any GSK site.

These rules and procedures are presented to aid in accident prevention. GSK uses hydrocarbons and other chemicals that may be hazardous if handled improperly. The precaution discussed in this Appendix D provides safeguards for individuals and equipment.

II. General Information

All work shall be performed in accordance with the Occupational Safety and Health Act (OSHA); other municipal, state or federal rules and regulations. OSHA references are Part 1926 - "Safety and Health Regulations for Construction," and Part 1910 - "Occupational Safety and Health Standards."

A. GSK Obligations

(i) Theranos shall consult with GSK on questions of GSK policy or procedure and for issuance of permits.

(ii) The GSK Representative shall be responsible for personally meeting the Theranos Representative and/or his or her designee (collectively under this Appendix D, the "Theranos Representatives") upon arrival at the GSK Site each day and shall escort them to the Evaluation area.

(iii) The GSK Representative shall escort the Theranos Representatives to all necessary locations outside of the immediate Evaluation area [e.g. break rooms, cafeteria, restrooms, copy/facsimile areas, Employee Store, etc]

B. Theranos Obligations

(i) The Theranos Representatives shall confine all equipment, apparatus, materials and operations to limits indicated by GSK, and the Theranos Representatives shall not unnecessarily encumber the GSK premises with materials.

(ii) The Theranos Representatives are strictly prohibited from removing any material (except for any materials brought on to any GSK site by such Theranos Representatives), including, without limitation, books, GSK computer or other equipment, notebooks or other written records, as well as biological or chemical compounds, molecules, organisms or reagents from any GSK site, without the prior express written permission of the GSK Representative.

C. Badges

GSK shall issue an identification badge to each Theranos Representative which must be worn at all times on their outer garments when on GSK property. Badges

are for identification and must be presented to GSK security personnel upon request. Badges must be surrendered upon the conclusion of each day at the GSK Site.

D. Authorized GSK Entrances, Parking, Routes to Job, Etc.
To reduce congestion within GSK areas, all Theranos Representatives shall park their private vehicles where designated by GSK. The Theranos Representatives are not permitted to enter buildings or areas not associated with the Evaluation. Special daily passes shall be issued for Theranos Representative's vehicles, which passes must be displayed at all times while on GSK property.

III. Conduct Of Theranos Representatives

A. Undesirable Persons
GSK has the sole right to refuse admission of any person or persons to any and all of its premises, without cause and without reason for such exclusion. No persons except designated Theranos Representatives shall be allowed to enter the GSK Site.

B. Compliance With GSK Rules
Theranos is responsible for ensuring compliance with the following rules by all of the Theranos Representatives:

(i) The taking of photographs while on GSK property is strictly prohibited. Cameras or any device with visual imaging capabilities, including, without limitation, cellular/mobile telephones, are NOT permitted on any GSK property without specific permission from GSK security.

(ii) Smoking is NOT permitted on any GSK property.

(iii) Alcoholic beverages are NOT permitted on any GSK property.

(iv) Firearms or other weapons are NOT permitted on any GSK property.

IV. Fires and other Emergencies

Emergency assistance in the event of a fire, serious injury, sickness, or other emergencies may be obtained by using the emergency reporting system described in the GSK Telephone Directory. If a Theranos Representative calls, advise the answering party that you are a visitor and need emergency assistance. TELL THE OPERATOR YOUR LOCATION, TYPE OF EMERGENCY, PHONE NUMBER, AND NAME.

VII. Parking and Traffic Regulations

Theranos Representatives are expected to respect the following traffic regulations when on GSK property:

(i) Motor vehicle operators must have valid permits to operate motorized equipment.

(ii) Theranos Representative's vehicles must display an authorized GSK daily pass obtained from the security guard at the entrance gate of the GSK site.

(iii) Driving and parking vehicles on GSK premises is at the risk of Theranos Representatives. Posted speed limits and traffic signs must be observed.

(iv) Theranos Representative's must park only in areas so designated by GSK.

(v) Parking is not permitted in areas or adjacent to curbs designated with yellow paint.

(vi) No vehicle shall be parked or stopped so as to impede pedestrian or vehicular traffic flow.

(vii) Wheels must be choked during loading and unloading operations.

(viii) The municipal traffic regulations in the vicinity of GSK site entrances shall be obeyed.

(ix) Drivers of vehicles leaving the GSK site may be asked to stop for a vehicle inspection. All vehicles, Representatives and materials of or from Theranos entering or exiting the premises of GSK are subject to search upon request of any representative of the GSK Corporate Security Department.

(x) GSK reserves the right to deny any Theranos Representative the right to drive or park on its premises at any time for any reason and without notice.

BY SIGNING BELOW THERANOS WARRANTS THAT PRIOR TO VISITING A GSK SITE ALL THERANOS REPRESENTATIVES SHALL HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE PROVISIONS CONTAINED WITHIN THIS APPENDIX D AND SECTION 14 OF THE AGREEMENT.

THERANOS, INC.

By: _____

Print Name: _____

Date: _____