

Submit Time: 11/19/2014 07:14:08
From: CN=Daniel Mosley/OU=NYC/O=Cravath
To: cholmes@theranos.com
Cc:
Subject: Hank Slack
Elizabeth,

Two things I neglected to mention. As we discussed, I asked Hank to sign the Confidential Disclosure Agreement, a copy of which is attached.

In addition, I think I previously mentioned that Hank was at the BDT conference and heard you speak there. He also mentioned last night that his daughter was there as well and also had an opportunity to hear you and came away very impressed. This is obviously a good sign that the family is working together and that it would be a family investment.

I enjoyed speaking with you last night and look forward to speaking soon.

Best, Dan

1 attachment

Scanned Doc.pdf



Scanned Doc.pdf

CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement ("Agreement") is entered into as of August 19, 2014, by and between Theranos, Inc. ("Theranos"), and its affiliates and subsidiaries, with offices located at 1601 S. California Ave., Palo Alto, California 94304 and HENRY R SLACK (name), located at PLAZA, N.S., United States (address). The parties agree that this Agreement will govern, and, to the extent Theranos' Confidential Information has been disclosed, has governed, the disclosures of Theranos' Confidential Information.

1. **Definition.** "Confidential Information" means all information that Theranos ("Discloser") may disclose or expose to the other party ("Recipient"). Confidential Information may not be marked as such at the time of disclosure and will still be considered Discloser's Confidential Information so long as Discloser identified or designated the information as confidential at the time of disclosure (or like designation), or disclosed the information in circumstances of confidence, or the information would be reasonably understood by the parties exercising reasonable business judgment to be confidential. Notwithstanding the foregoing, any information disclosed by Theranos orally, electronically, visually, or in tangible form to, or observed by Recipient, relating to Theranos' solutions, including all technologies and methodologies associated therewith, is Theranos' Confidential Information. Confidential Information does not include information which: (a) is or becomes generally known through no fault of Recipient; (b) is known to Recipient at the time of disclosure, as evidenced by its records; (c) is hereafter furnished to Recipient by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by Recipient without any breach of this Agreement.

2. **Protection and Use.** Recipient will use a reasonable degree of care to maintain all of Discloser's Confidential Information in trust and confidence and will neither disclose to any third party nor use any of Discloser's Confidential Information, whether associated with Discloser's name or not, without Discloser's express prior written consent. In the event Recipient receives a court order, or is otherwise required by law, to disclose any Confidential Information, Recipient will (a) notify Discloser promptly upon receipt of such court order or other request for disclosure, such that Discloser has time to object and/or move for a protective order or confidential treatment or (b) to the extent the information to be disclosed in response to a court order must be filed in court, file any information disclosed in response to such order under seal and/or request that the court seal such Confidential Information. Except as may ultimately be required by such court order or law, Recipient's obligations with regard to such Confidential Information, as set forth above, will remain in full force and effect. Recipient acknowledges and agrees that Discloser's Confidential Information may not be used for any purpose or in any manner that would constitute a violation of any laws or regulations, including, without limitation, the export control laws of the United States and, if the Confidential Information constitutes material non-public information, the Securities Exchange Act of 1934, as amended. Recipient shall not reverse engineer, disassemble or decompile any prototype,

device, software or other tangible object which embodies Discloser's Confidential Information and which is provided to Recipient hereunder. No rights or licenses to intellectual property in Confidential Information are granted by either party to the other under this Agreement, whether express, implied or otherwise. All Confidential Information will remain the property of Discloser (and its licensors, if any). All Confidential Information disclosed under this Agreement is provided on an "AS IS" basis, without any warranty, assurance or guarantee of any kind.

3. **Term and Termination.** This Agreement will remain in effect as long as Discloser continues to disclose Confidential Information, except that this Agreement may be terminated by either party at any time upon 30 days' prior written notice to the other party, or at any time upon written notice for reason of material breach by the other party. Notwithstanding any termination, the obligations imposed on Recipient to protect the Confidential Information that Discloser disclosed under this Agreement shall survive until such time as the relevant information becomes publicly available and/or made generally known through no action or inaction of Recipient. All Confidential Information (including all copies and derivatives thereof) will be returned to Discloser, or destroyed/erased, promptly at any time upon the request of Discloser, and in any event, upon termination of this Agreement. Upon Discloser's request, Recipient shall certify compliance with this Section in a signed writing.

4. **General.** The laws of California, excluding its conflicts of law principles, will govern this Agreement. In the event of any dispute arising out of this Agreement, Recipient agrees to submit to the exclusive jurisdiction and venue of the federal and state courts of Santa Clara County, CA. Each party agrees that any violation of this Agreement will cause irreparable injury to the other party, entitling the other party to injunctive relief (without the need to prove damages), specific performance, and such further relief as may be granted by an appropriate court. Recipient is jointly and severally liable for the acts and omissions of its employees, representatives, and agents arising under this Agreement. This Agreement is the complete agreement of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements relating to its subject matter. This Agreement may not be amended except in a writing signed by both parties. This Agreement may not be assigned by Recipient without the prior written consent of Theranos. Theranos may assign, delegate or otherwise transfer this Agreement, in whole or in part by operation of law or otherwise. If any provision of this Agreement is found to be unenforceable, that provision will be severed and the remainder of this Agreement will continue in full force and effect. Any notices required or permitted hereunder will be given to the appropriate party at the address specified above or such other address as the party specifies in writing. Notice will be deemed given upon (i) personal delivery; (ii) five days after the date of mailing if sent by certified mail, postage prepaid; or (iii) one day after having been sent by either confirmed facsimile or by commercial overnight courier with verification of receipt. Recipient may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. Any such modifications will have no effect.

Theranos, Inc.

Signed: [Signature]

Name: Sunny Balwani

Title: President & COO

Individual

Signed: [Signature]

H. R. SLACK

18. NOV. 2014