

# Oligonucleotide Sequence Non-Disclosure and Confidentiality Agreement

This Agreement is voluntarily made by Gene Link Inc. having an address at 190 Saw Mill River Road, Hawthorne, NY10532, hereinafter referred to as “GENE LINK” and any customer of Gene Link for custom synthesis of oligonucleotides, hereinafter referred to as “CLIENT”.

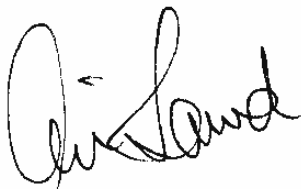
Whereas, CLIENT voluntarily discloses DNA, RNA or a combination of such oligonucleotide sequence(s) including modification(s) information to GENE LINK for the purposes of custom oligonucleotide synthesis. Gene Link voluntarily assigns the sequence information received as confidential material subject to non-disclosure, hereinafter referred to as “SEQUENCE INFORMATION”. GENE LINK and CLIENT agree that confidential information shall be disclosed using the following terms and conditions:

1. Definition. For the purpose of this Agreement, the term “SEQUENCE INFORMATION” shall mean oligonucleotide sequences submitted by CLIENT for custom synthesis by GENE LINK and accepted by GENE LINK as an order and confirmed by shipment of the product. SEQUENCE INFORMATION, sequence information, data, know-how, or manufacturing protocols, formulae or other information which are owned or are in the possession of CLIENT and are disclosed by CLIENT to GENE LINK.
2. PURPOSE. The sole purpose of the disclosure of SEQUENCE INFORMATION is to facilitate the synthesis of such sequence(s) and provide the synthesized oligonucleotide to the CLIENT.
3. Non-Disclosure of Confidential Information. It is agreed that with respect to any Confidential Information disclosed by CLIENT to GENE LINK, that GENE LINK shall limit disclosure within its own organization to those having need to know, including consultants who are bound by confidentiality provisions substantially equivalent to those contained herein. GENE LINK shall hold the Confidential Information in strict confidence and shall use its best efforts to prevent disclosure of such information to persons outside of its own organization for a period of five (5) years, except, GENE LINK shall not be liable for disclosure to others of Confidential Information that:
  - (a) Is or subsequently becomes part of the public domain through no fault of GENE LINK.
  - (b) Is received from a third party under no obligation of confidentiality to the parties to this Agreement and who has lawful right to disclose the Information.
  - (c) Was known by GENE LINK prior to the time of the first disclosure by CLIENT, as demonstrated by written documentation;
  - (d) Is independently developed by GENE LINK without the aid, application or use of such Confidential Information, as demonstrated in written documentation;
  - (e) Is required to be disclosed by law, or pursuant to the direction of a court or government agency.



4. Return of SEQUENCE INFORMATION. Any oligonucleotide sequence information which are furnished to GENE LINK by CLIENT using electronic means including online order placement and emails cannot be returned or requested to be deleted. Gene Link operation's policy is to maintain archives of all order information including oligonucleotide sequence for a determined period of time unless lost due to electronic archival failure.
5. Copy of SEQUENCE INFORMATION. Copy of Sequence Information may be requested by Client or their duly authorized agents. Gene Link will release Sequence Information only to Client or their duly authorized agents after due verification. The release of such information is dependent on its availability. after at its option or , accompanied by all copies of such documentation made by GENE LINK, at CLIENT 's request. No copies of any Confidential Information may be made unless permitted in writing by CLIENT, except that one copy of any written Confidential Information may be retained by GENE LINK in legal archives.
6. Miscellaneous. (i) This agreement is for the benefit of the CLIENT, and the right to the Confidential Information may not be assigned.
7. The validity and interpretation of this Agreement shall be governed by the laws of the State of New York.

GENE LINK, INC.



Ali Javed  
TITLE: Director, R&D  
Date: Thursday, December 8, 2016

