

Non-Disclosure Agreement

This agreement, dated [REDACTED], (the “Effective Date”), is entered into between Global Genes, a California 501c3, with principal office address at 28 Argonaut, Suite 150, Aliso Viejo, California, and [REDACTED] (“Recipient”), as of the date set forth above (the “Effective Date”).

WHEREAS, in connection with Global Genes (paid contract) of the Recipient, Global Genes is willing to disclose certain confidential information to Recipient, and Recipient willingly agrees to receive such information on a confidential basis in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the Agreement contained herein, Global Genes and Recipient hereby agree to be legally bound as follows:

Definition of Information. “Information” means all proprietary information furnished by Global Genes or its representatives, counsel, directors, officers, employees or agents (collectively, the “Representatives”) to Recipient, whether disclosed or provided before or after the Effective Date and whether disclosed or provided in oral, written, graphic, electronic, photographic, tangible or any other form (such as by permitting examination of tangible items or viewing of premises), and which may include, but is not limited to, technical data, trade secrets, know-how, intellectual property or other materials owned or controlled by Global Genes, including, but not limited to, research, product plans, products, samples, specifications, service plans, services, customer lists, customers, members and members lists (including medical information and medical status/diagnosis), markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, sales and profit figures, finances and other business information, and all analyses, compilations, studies or other materials prepared by Recipient containing or based in whole or in part upon such information furnished to Recipient by Global Genes or its Representatives; provided, however, that all work product of the collaboration among the Parties shall not be deemed to be Confidential Information of Recipient, but instead shall become the property of Global Genes.

Obligations of Confidentiality and Non-Use. Recipient shall not use any Information to circumvent Global Genes or its clients or use the Information for its own benefit or for the benefit of any other person or entity. Recipient shall not reverse engineer, reverse compile or otherwise attempt to derive the composition or underlying information, structure or ideas of any Information. Recipient shall hold the Information in strict confidence and shall not disclose any Information to any person or entity, provided, that Information may be disclosed to those Representatives of Recipient who (a) have a need to know the Information in connection with the Transaction, (b) have been informed by Recipient of the confidential nature of the Information and of the confidentiality undertakings of Recipient contained herein and (c) agree in writing to be bound by the terms and provisions of this Agreement. Recipient shall be responsible for any breach of this Agreement by its Representatives. Recipient shall ensure that unauthorized persons do not gain access to any Information. Recipient shall promptly notify Global Genes of any unauthorized release of or access to Information. For clarity, such notice shall not remedy any breach of this Agreement resulting from such unauthorized release or access.

Limitations on Obligations.

This Agreement imposes no obligation upon Recipient with respect to Information that Recipient can demonstrate through written documentation:

- a. was in Recipient's possession before receipt from Global Genes, and Recipient so informs Global Genes in a timely manner;
- b. is or becomes available to the public through no fault, act or omission of Recipient; or
- c. is received in good faith by Recipient from a third party who is not subject to an obligation of confidentiality owed to Global Genes.

In the event that Recipient is required by judicial or administrative process to disclose Information, Recipient shall promptly notify Global Genes and allow Global Genes a reasonable time to oppose such process or to seek limitations on the portion of the Information that is required to be disclosed.

Title; No License; Return. Unless otherwise specified in writing, all documents and materials that contain Information shall remain the property of Global Genes and Recipient agrees not to make any copies of the Information without the prior consent of Global Genes. Recipient understands that this Agreement does not grant Recipient a license in or to any of the Information. Upon the request of Global Genes, Recipient shall promptly return or, in the case of electronic files, destroy all Information and all copies, extracts and other objects or items, in which the Information may be contained. The Recipient shall certify in writing to Global Genes as to such return or destruction of the Information.

Agreement to be bound by Third Party Confidentiality Agreements. Recipient agrees to be bound by all confidentiality agreements entered into by GLOBAL GENES with a third party and to abide by the terms of such agreements.

No Global Genes Obligation or Warranty. Recipient understands that this Agreement does not obligate Global Genes to disclose any information or enter into any agreement or relationship, including, but not limited to, the Transaction. Global Genes makes no express or implied warranties or representations of any nature regarding any Information provided hereunder. Global Genes shall have no liability to Recipient or its Representatives relating to or arising from the use of the Information.

Term of Agreement. This Agreement shall remain in effect until termination of employment with Global Genes.

Assignment; No Third-Party Beneficiaries. Global Genes may assign this Agreement without the prior written consent of Recipient. Recipient hereby acknowledges and agrees that the duties and responsibilities of Recipient under this Agreement are of a personal nature and, therefore, neither this Agreement nor any right or obligation under the terms of this Agreement shall be assignable or delegable in whole or in part by Recipient. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Global Genes and any successor or assign of Global Genes. Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies on any person or entity, other than the parties who sign this Agreement.

Governing Law, Jurisdiction and Attorney's Fees. This Agreement shall be governed by and interpreted in accordance with laws of the California without giving effect to any conflict of laws provisions. Recipient agrees that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement may be brought in the United States District Court for California or other California

courts as appropriate. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorney’s fees and costs.

Equitable Relief. Recipient acknowledges and agrees that any breach of this Agreement may cause irreparable harm to Global Genes for which damages are not an adequate remedy and therefore Global Genes shall be entitled to seek equitable relief in addition to all other remedies available at law. Recipient further agrees that no bond or other security shall be required in obtaining any equitable relief and Recipient hereby consents to the issuance of an injunction and to the ordering of specific performance.

Entire Agreement; Amendment and Waiver. This Agreement is the sole Agreement between Recipient and Global Genes with respect to the subject matter hereof and it supersedes all prior agreements, whether oral or written. No amendment, supplement or other modification to any provision of this Agreement shall be binding unless in writing and signed by both Recipient and Global Genes. No waiver of any rights under this Agreement shall be effective unless in writing signed by the party to be charged. A waiver of a breach or violation of any of the provisions of this Agreement shall not make the Agreement invalid and only that provision of this Agreement is waived.

Severability. If any provision of this Agreement is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Agreement. In such circumstances, this Agreement will not be rendered unenforceable and only the invalid provision will be severed from this Agreement.

Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original of this Agreement, but all counterparts of this Agreement together shall consist of this single Agreement.

* * *

Signature to Non-Disclosure Agreement

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

Global Genes

Recipient

(Signature)

(Signature)

Craig Martin

(Print Name)

(Print Name)

Date

Date

This Agreement is executed as a duplicate.