

**PROPRIETARY INFORMATION, INVENTIONS,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT**

This Proprietary Information, Inventions, Non-competition, and Non-solicitation Agreement (“*Agreement*”) is made by and with [], a Delaware limited liability company (the “*Company*”).

I hereby agree as follows:

1. CONSIDERATION; ENGAGEMENT

1.1 Consideration. This Agreement is made in consideration of the compensation that may now and hereafter be paid to me by the Company for engagement as a Professional.

1.2 “Professional”; “Engagement”. For purposes of this Agreement, the term “Professional” shall be deemed to include “consultant,” “advisor,” “independent contractor,” “founder,” “director,” “officer,” “employee,” or any person who provides services, support, or any other activities to, or on behalf of, the Company within the scope of the Company’s Business (as defined in Section 5.2(ii), below). The term “engagement,” shall be deemed to include “engagement,” “employment,” “consulting,” “advising,” “service provider,” “work,” or any other activities related to, or performed on behalf of, the Company within the scope of the Company’s Business. My change in status as a Professional engaged by the Company shall not alter my obligations under this Agreement.

2. NONDISCLOSURE.

2.1 Proprietary Information. The term “*Proprietary Information*” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company. By way of illustration but not limitation, “Proprietary Information” includes: (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other Professionals of the Company.

2.2 Recognition of Company’s Rights; Nondisclosure. At all times during my engagement and thereafter, I will hold in strictest confidence and will not disclose or use any Proprietary Information, except as such disclosure or use may be required in connection with my work for the Company or unless

the Company expressly authorizes such in writing. I will obtain the Company’s written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I agree that upon termination of my engagement I will acknowledge my possession of Proprietary Information by signing an appropriate list of all Proprietary Information of which I have knowledge or about which I have acquired information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company.

2.3 Third Party Information. I understand, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information (“*Third Party Information*”) that is subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my engagement and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone nor use the Third Party Information, except in connection with my work for the Company.

2.4 No Improper Use of Information of Prior Employers and Others. During my engagement with the Company, I will not improperly or without authorization use or disclose any confidential information or intellectual property (including trade secrets, if any), of any former employer or any other third party, including those to whom I have an obligation of confidentiality or assignment of intellectual property rights. I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other third party, including those to whom I have an obligation of confidentiality or assignment of intellectual property rights unless consented to in writing by that former employer or other third party. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge

in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company or me. I represent that my performance of all the terms of this Agreement and as a Professional of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to or independent of my engagement by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

3. ASSIGNMENT OF INVENTIONS.

3.1 Proprietary Rights. The term “*Proprietary Rights*” shall mean all, patent, copyright, trademark, mask work, know-how, trade secret, and any other intellectual property rights throughout the world.

3.2 Separate Inventions. Inventions (as defined below in this Section 3.2), if any, patented or unpatented, which I made prior to or independent of my engagement with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on **Exhibit A** (Separate Inventions) attached hereto, and incorporated herein by reference, a complete list of all inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to or independent of my engagement with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively, “*Separate Inventions*”). If disclosure of any such Separate Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Separate Inventions in **Exhibit A** but am only to disclose a cursory name for each such invention, a listing of the party to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, I represent that there are no Separate Inventions. If, in the course of my engagement with the Company, I incorporate a Separate Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Separate Invention. Notwithstanding the foregoing, I represent and warrant that I will not incorporate, or permit to be incorporated, Separate Inventions in any of the Company’s Inventions (as defined in Section 3.3, below) without the Company’s prior written consent.

3.3 Assignment of Inventions. I will assign, and hereby do assign, to the Company or its designee all my right title and interest in and to any and all inventions (and all Proprietary Rights with respect thereto), trade secrets, confidential and proprietary information, processes, formulas, source and object codes, data, software programs, works of authorship, know-how, improvements, discoveries, conceptions, designs, techniques, preparations and developments, whether or not eligible for or covered by patent, copyright or trade secret protection (collectively, “*Inventions*”), and whether or not such Inventions constitute works for hire or would otherwise belong to the Company by operation of law which (i) are related to the Company’s Business or actual or demonstrably anticipated research or development, and (ii) were developed in the performance of my engagement with the Company or using Company resources, including financial resources, (collectively, “*Assigned Inventions*”) that become known to, or are made, conceived, reduced to practice or learned by me, either alone or jointly with others, during the period of my engagement with the Company. Inventions assigned to the Company, or to a designee as directed by the Company pursuant to this Section 3, are hereinafter referred to as “*Company Inventions*.”

3.4 Obligation to Keep Company Informed. I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others, during my engagement with the Company. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe are non-assignable inventions under the provisions of N.C. GEN. STAT. §66-57.1 (*viz.*, inventions that I developed entirely outside the performance of my engagement with the Company and without using the Company’s equipment, supplies, financial resources, facility, or trade secret information, unless such invention (a) relates to the Company’s business or actual or demonstrably anticipated research or development, or (b) results from any work performed by Professional for the Company) and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief.

3.5 Works for Hire. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my engagement and which are protectable by copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

3.6 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my engagement, but the Company shall compensate me at a reasonable rate after the termination of my engagement for the time actually spent by me and for any reasonable expenses actually incurred by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Company Inventions.

4. NO CONFLICTS OR SOLICITATION

To protect the Company's Proprietary Information and Proprietary Rights, I agree that during the period of my engagement by the Company I will not, without the Company's express written consent, enter into any other engagement or business activity with any other person or entity engaged in a Restricted Business (as defined below). I also agree that for the period of my engagement by the Company and for one (1) year after the date of termination of my engagement with the Company I will not, either directly or through others: (a) solicit or attempt to solicit or induce or attempt to induce any Professional of the Company to terminate his or her relationship with the Company in order to become an employee, independent contractor or consultant to or

for any other person or entity engaged in a Restricted Business in a Restricted Territory (as defined below); (b) hire or attempt to hire any Professional of the Company as an employee, independent contractor or consultant to or for any person or entity engaged in a Restricted Business in a Restricted Territory; (c) solicit or attempt to solicit any customer or partner of the Company with whom I had contact during my engagement with the Company to purchase a product or service competitive with a product or service of the Company; or (d) provide products or services competitive with a product or service of the Company to any customer or partner of the Company with whom I had contact during my engagement with the Company. If any restriction set forth in this Section 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which such court shall determine it to be enforceable.

5. COVENANT NOT TO COMPETE.

To protect the Company's Proprietary Information and Proprietary Rights, I agree that during my engagement with the Company and for a period of one (1) year after my last day of engagement with the Company, I will not directly or indirectly engage in (whether as an employee, consultant, proprietor, partner, director, advisor or otherwise), or have any ownership interest in, or participate in the financing, operation, management or control of, any person, firm, corporation or business that engages in a Restricted Business in a Restricted Territory. It is agreed that ownership of no more than one percent (1%) of the outstanding voting stock of a publicly traded corporation shall not constitute a violation of this provision.

5.1 Reasonable. I agree and acknowledge that the time limitation on the restrictions in this Section 0, combined with the geographic scope, is reasonable. I also acknowledge and agree that the provisions of this Section 0 are reasonably necessary for the protection of the Company's Proprietary Information and Proprietary Rights and that through my engagement I shall receive adequate consideration for any loss of opportunity associated with the provisions herein, and that these provisions provide a reasonable way of protecting the Company's business value which will be imparted to me.

5.2 As used in this Agreement, the terms:

(i) “**Restricted Business**” shall mean any corporation, partnership, person, or other entity that is researching, developing, marketing, distributing, or selling any product, service, or technology that is competitive with any part of the Company’s Business during my engagement by the Company.

(ii) The “Company’s Business” shall mean the development, manufacture, marketing, distribution, or sale of, including research directed to, any product, service, or technology that the Company is developing, manufacturing, marketing, distributing, or selling or to which the Company is directing research, development, regulatory, or clinical activities. As of the date of this Agreement, the Company’s Business includes, but is not limited to, research, development, engineering, regulatory, and clinical activities directed to the use, manufacture, marketing, distribution, and/or sale of therapeutic and/or diagnostic products for []. I understand that during my engagement by the Company the Company’s Business may expand or change, and I agree that any such expansions or changes shall expand or contract the definition of the Company’s Business and my obligations under this Agreement accordingly.

(iii) “**Restricted Territory**” shall mean the entire world. If a court of competent jurisdiction determines that the Restricted Territory described in the previous sentence is too restrictive, then the parties agree that the court may reduce or limit the Restricted Territory to enable the intent of this Section 5.2(iii) to be enforced in the largest acceptable area.

6. NON-DISPARAGEMENT

I agree not to make any disclosures, issue any statements or otherwise cause to be disclosed any information which is designed, intended or might reasonably be anticipated to disparage the Company, its officers or directors, its business, services, products and/or personnel.

7. RECORDS

I agree to keep and maintain adequate and current records in a form satisfactory to the Company of all Proprietary Information developed by me and all Inventions made by me during the period of my engagement at the Company, which records shall be available to and remain the sole property of the Company at all times.

8. NO CONFLICTING OBLIGATION.

I represent that my performance of all the terms of this Agreement and as an Professional of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to, or independent of, my engagement by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

9. RETURN OF COMPANY MATERIALS

Upon the termination of engagement with the Company, I will deliver to the Company any and all records, drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information in whatever form such information is contained. I further agree that any property situated on the Company’s premises or within space controlled by the Company, or owned by the Company, including equipment, computers, disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

10. LEGAL AND EQUITABLE REMEDIES

Because my engagement is personal and unique and because I may have access to and become acquainted with the Company’s Proprietary Information or Proprietary Rights, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

11. NOTICES

Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified mail, three days after the date of mailing.

12. NOTIFICATION OF NEW EMPLOYER

In the event that I leave my engagement with the Company, I hereby consent to the notification of my new employer, or other third party that may engage me, of my rights and obligations under this Agreement.

13. GENERAL PROVISIONS.

13.1 Governing Law; Consent to Personal Jurisdiction and Exclusive Forum. This Agreement will be governed by and construed according to the laws of the State of North Carolina as such laws are applied to agreements entered into and to be performed entirely within North Carolina between North Carolina residents. I hereby expressly understand and consent that my engagement with the Company is a transaction of business in the State of North Carolina and constitutes the minimum contacts necessary to make me subject to the personal jurisdiction of the federal courts located in the State of North Carolina, and the state courts located in Wake County, North Carolina, for any lawsuit filed against me by Company arising from or related to this Agreement. I agree and acknowledge that any controversy arising out of or relating to this Agreement or the breach thereof, or any claim or action to enforce this Agreement or portion thereof, or any controversy or claim requiring interpretation of this Agreement must be brought in a forum located within the State of North Carolina. Any action brought in contravention of this paragraph by one party is subject to dismissal at any time and at any stage of the proceedings by the other, and no action taken by the other in defending, counterclaiming or appealing shall be construed as a waiver of this right to immediate dismissal. A party bringing an action in contravention of this paragraph shall be liable to the other party for the costs, expenses and attorneys' fees incurred in successfully dismissing the action or successfully transferring the action to the federal courts located in the State of North Carolina, or the state courts located in Wake County, North Carolina.

13.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

13.3 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and

will be for the benefit of the Company, its successors, and its assigns.

13.4 Survival. The provisions of this Agreement shall survive the termination of my engagement and the assignment of this Agreement by the Company to any successor in interest or other assignee.

13.5 No Employment Rights. I agree and understand that my engagement is at-will which means I or the Company each have the right to terminate my engagement at will, with or without advance notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right with respect to continuation of engagement by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my engagement at any time, with or without cause or notice.

13.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

13.7 Tolling of Limitation Period. I agree that a breach of any provision(s) of this Agreement will toll the running of the limitation period with respect to such provision(s) for as long as such breach occurs.

13.8 Entire Agreement. The obligations pursuant to Sections 2 through 0 and Sections 6 and 7 (including all subparts) of this Agreement shall apply to any time during which I am engaged by the Company as a Professional. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between us with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of May 7, 2014.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETED EXHIBIT A TO THIS AGREEMENT.

Dated: May 7, 2014

Signature

Printed Name:

Address:

ACCEPTED AND AGREED TO:

Signature

Printed Name:

Title:

EXHIBIT A

TO:

FROM:

DATE:

SUBJECT: **Separate Inventions**

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my engagement by [] that have been made or conceived or first reduced to practice by me alone or jointly with others prior to, or independent of, my engagement by the Company:

 No inventions or improvements.

 See below:

 Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

| | Invention or Improvement | Party(ies) | Relationship |
|----|---------------------------------|-------------------|---------------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |

 Additional sheets attached.