## TWO-WAY CONFIDENTIAL INFORMATION AGREEMENT

## Effective Date: August 3, 2016

In order to protect certain confidential information, FamilyGen Chile / EJJ (Eduardo Jorge Juarez international business consultant) and the "Participant" identified below agree that:

- 1. <u>Disclosing Party:</u> The party(ies) disclosing confidential information ("Discloser(s)") is/are FamilyGen Chile / EJJ and/or Participant, as set forth below
- 2. <u>Description of Confidential Information:</u> The confidential information disclosed under this Agreement is described as:

For Family Gen Ltd / EJJ: Product concepts, design information, development schedules, financial data, marketing and customer data, and other information relating to its products and services.

For Participant: Product concepts, design information, development schedules, financial data, marketing and customer data, and other information relating to its products and services

The parties agree that the confidential information need only be referred to as confidential when disclosed and that the confidential information is not required to be marked as confidential when in tangible form or documented as confidential when in intangible form.

- 3. <u>Use of Confidential Information:</u> The party receiving confidential information ("Recipient") shall make use of the confidential information only for the purpose of a potential development agreement between the parties with respect to an agreement or transaction ("Purpose").
- 4. <u>Disclosure Period</u>: This Agreement shall be effective as of the Effective Date and shall continue for a term of two (2) years unless otherwise extended in writing signed by both parties. Either party may terminate this Agreement with thirty (30) days prior written notice; however, regardless of the mode of termination, all obligations to protect the disclosed confidential information shall continue during the confidentiality period set forth in paragraph 5.
- 5. <u>Confidentiality Period</u>: Recipient's duty to hold confidential information in confidence shall continue for so long as the Discloser treats the information as confidential.
- 6. Standard of Care: Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as Recipient uses to protect its own confidential information of a like nature. Recipient shall disclose the disclosed confidential information on a need-to-know basis to only its Representatives and Affiliates and shall inform them of their obligations under this Agreement. Recipient shall immediately, upon receiving a written request from Discloser, return or destroy all copies of the confidential information and all documents that include or refer to the confidential information.
- 7. Exclusions: This Agreement imposes no obligation upon Recipient with respect to information that: (a) was available to the public prior to the disclosure by Discloser; (b) becomes available to the public through no act or omission of the Recipient in violation of this Agreement; (c) has been or is given to Recipient by a third party not known by Recipient after due inquiry to be under any obligation of confidentiality to the Discloser; (d) is

developed independently by Recipient without the use or benefit of the confidential information of the Discloser; or (e) is disclosed by Recipient under operation of law, regulation, or legal process only after Recipient has given written notification to Discloser at least thirty (30) days prior to such requested disclosure in order that Discloser and/or Recipient may seek a protective order or other remedy.

- 8. Warranty: Each Discloser warrants that it has the right to make the disclosures under this Agreement. NO OTHER WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."
- 9. Rights: The Recipient acquires no intellectual property rights to the confidential information under this Agreement and shall use the confidential information only in furtherance of the Purpose of paragraph 3. This Agreement shall not restrict reassignment of Recipient's employees. Recipient further agrees not to reverse engineer, disassemble, or chemically analyze the confidential information without express written consent from Discloser.
- 10. This Agreement imposes no obligation on either party to disclose information or to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products.
- 11. Both parties shall adhere to all applicable laws, regulations, and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Discloser, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations, and rules unless properly authorized.
- 12. Neither party may assign or transfer this Agreement in whole or in part (nor disclose the confidential information) to any other entity without the prior written consent of the other party.
- 13. This Agreement does not create any agency or partnership relationship. All additions or modifications to this Agreement must be made in writing and must be signed by all the parties. This Agreement may be signed in counterparts. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict-of-laws provisions.
- 14. Each party may disclose confidential information to its Representatives and Affiliates. "Representatives" means the respective party's and its Affiliate's employees, officers, directors, agents, advisors, and controlling persons. "Affiliates" means (i) any business entity directly or indirectly owning or controlling at least fifty percent (50%) of the assets or voting stock or other equity of the party; or (ii) any business entity in which the party directly or indirectly owns, controls, or has a partnership or similar interest in at least fifty percent (50%) of the assets or voting stock or other equity of that entity. Each party hereby warrants that its Representatives and Affiliates will abide by this Agreement, and each party agrees to be jointly and severally liable for any liability incurred under this Agreement by its respective Representatives and Affiliates.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

Family Gen Chile	611	Participant
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		Diagnosticos Ltda NO
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Same Dr. Sergio Mario Blanco	Name Eduardo Jorge Juarez	Name Dr Marcelo Vanucet Lessadio
Late Managing Partner	Little International Business Consultant	Title Managing Director