

EB → Dr. Konrad

2/14/89

VISITOR'S CONFIDENTIALITY AGREEMENT

In consideration of Cetus Corporation and its subsidiaries (herein "CETUS") granting me access to CETUS' facilities and information, I hereby agree as follows:

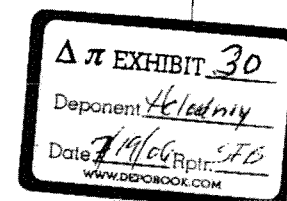
1. Acting as a consultant and an independent contractor, I will be learning from Dr. Eric Groves and Dr. Michael Konrad of CETUS techniques in molecular biology and Polymerase Chain Reaction assays.

I will be at CETUS from January 15, 1989, through July 1, 1989. During the term of this Agreement, I agree not to perform consulting services in any area involving microbial genetics for any company, corporation, institution, or commercial enterprise (other than affiliates of CETUS).

2. I may have access to and acquire techniques, know-how, or other information of a confidential nature concerning CETUS' experimental and developmental work, trade secrets, secret procedures, business matters or affairs including, but not limited to, information relating to ideas, discoveries, inventions, disclosures, processes, methods, systems, formulas, patents, patent applications, machines, materials, research plans and activities, research results, and business marketing information, plans, operations, activities, and results. I WILL NOT DISCLOSE ANY SUCH INFORMATION TO ANY PERSON OR ENTITY OR USE ANY SUCH INFORMATION WITHOUT CETUS' PRIOR WRITTEN CONSENT. Information shall, for purposes of this Agreement, be considered to be confidential if not known in the field generally, even though such information has been disclosed to one or more third parties pursuant to joint research agreements, consulting agreements, or other entered into by CETUS or any of its affiliates. Excluded from the obligations of confidentiality and nonuse agreed to herein is information (i) that I can establish I knew prior to my acquiring it from CETUS; (ii) that I receive from a third party who, when providing it to me, is not under an obligation to CETUS to keep the information confidential; or (iii) that enters the public domain through no fault of mine.

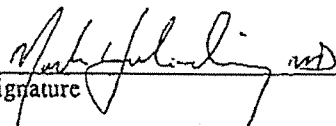
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Highly Confidential - Attorneys' Eyes Only



3. If, as a consequence of my access to CETUS' facilities or information, I conceive of or make, alone or with others, ideas, inventions and improvements thereof or know-how related thereto that relate in any manner to the actual or anticipated business of CETUS, I will assign and do hereby assign to CETUS, my right, title, and interest in each of the ideas, inventions and improvements thereof described in this paragraph. I will, at CETUS' expense, execute, acknowledge, and deliver such documents as are necessary or desirable for vesting in CETUS all rights assigned to it under the foregoing sentence.

4. If any provision of the Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.


Signature

MARK HOLODNIY, M.D.
Printed Name

STANFORD UNIVERSITY MEDICAL CENTER
Address DIVISION OF INFECTIOUS DISEASE

2/14/89
Date

stan.ca

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