**MUTUAL CONFIDENTIAL DISCLOSURE AGREEMENT**

This **Mutual Confidential Disclosure Agreement** (“***Agreement***”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “***Effective Date***”) by and between **Nurix Therapeutics, Inc.**, a Delaware corporation with its principal place of business at 1700 Owens Street, Suite 205, San Francisco, CA 94158 (“***Nurix***”) and **Dana-Farber Cancer Institute, Inc.**,a Massachusetts nonprofit corporation and 501(c)(3) tax-exempt organization with a business address at 540 Brookline Avenue, Boston, MA 02215 (“***Company***”). Each party may be referred to herein as a “***Disclosing Party***”or a “***Receiving Party***,” depending on the relevant context.

Nurix and Company wish to discuss and evaluate a business opportunity of mutual interest in which Company would provide certain services to Nurix including the screening and enrollment of clinical trial subjects and data entry in connection with a potential clinical trial evaluating Nurix compound NX-2127-001 (the “***Business Purpose***”). In connection therewith, Nurix and Company recognize that there is a need to disclose to each other certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other Party’s disclosure of such confidential information, each Party hereby agrees as follows:

1. **Definition of Confidential Information.** As used in this Agreement, “***Confidential Information***” may include, without limitation, technical and non-technical information disclosed by or on behalf of one Party to the other in any form and under or in connection with this Agreement relating to or constituting: (a) inventions (whether patentable or not); unpublished patent applications; trade secrets; ideas; instructions; physical, chemical or biological materials, and techniques for their handling, manufacture or use; biological characteristics (including sequence information); assay systems; tests; techniques; schematics; drawings; designs; drug development targets, research and development projects; preclinical and clinical data; know-how; technical documentation; processes; algorithms; software programs; software source documents; formulae; design details and specifications; manufacturing activities; equipment; supply chain, procurement and purchasing requirements; customer lists; product ideas; product plans; business projections; business plans; marketing strategies; facilities; employees and personnel matters; financial information; investor relationships; business and contractual relationships; and financing plans; and (b) any information that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.

1. **Exempt Information.** Confidential Information shall not include any information that the Receiving Party can establish by contemporaneous written records: (a) is or becomes public knowledge or is in the public domain, other than by breach of this Agreement by the Receiving Party; (b) is already lawfully possessed by the Receiving Party without any obligations of confidentiality or restrictions on use prior to receiving such information from the Disclosing Party; (c) is obtained subsequently by the Receiving Party from a third party without any obligations of confidentiality with respect to such information and such third party is in lawful possession of such information and not in violation of any contractual or legal obligations to maintain the confidentiality of such information; or (d) has been developed by the Receiving Party independently of any access to or use of any of the Disclosing Party’s Confidential Information disclosed hereunder.

1. **Non-Use and Non-Disclosure.** Subject to Section 4, the Receiving Party shall, and shall cause its officers, directors, employees, consultants and agents (collectively “***Representatives***” or individually “***a Representative***”) to: (a) maintain all Confidential Information of the Disclosing Party in strict confidence; (b) not publish or otherwise disclose Confidential Information of the Disclosing Party to any third parties; and (c) not use Confidential Information of the Disclosing Party for any purpose except for the Business Purpose. Each Party shall notify the other party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Disclosing Party that may come to that Party’s attention.

1. **Permitted Disclosure.** Notwithstanding Section 3, the Receiving Party may disclose any part of the Confidential Information of the Disclosing Party to the extent that such Confidential Information is disclosed:

1. solely to the extent required for the Business Purpose, to the Receiving Party’s Representatives, provided that each Representative prior to disclosure must be bound by written obligations of non-use and nondisclosure in the same manner as the Receiving Party protects its own information of a similar nature, provided that (i) the written obligations are at least as restrictive as the obligations set forth in this Agreement, and (ii) the Receiving Party remains liable for any damage caused by or resulting from any unauthorized disclosure or use of the Disclosing Party’s Confidential Information by the Representative, or failure of the Representative to protect the Disclosing Party’s Confidential Information as required under this Agreement; or

1. subject to Section 5, to comply with applicable laws, rules and regulations (including the rules and regulations of the Securities and Exchange Commission or any national securities or stock exchange) and with administrative, regulatory, or judicial process, if, in the reasonable written opinion of the Receiving Party’s non-employee legal counsel, such disclosure is solely to the extent necessary for such compliance.

1. If and whenever any Confidential Information of the Disclosing Party is disclosed in accordance with Section 4(b), such disclosure shall not cause any such information to cease to be Confidential Information, except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement).

1. **Ownership; No Rights Granted.** All Confidential Information of the Disclosing Party remains the sole and exclusive property of the Disclosing Party. Each Party acknowledges and agrees that nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, in or to any Confidential Information of the Disclosing Party, or any patent, copyright or other intellectual property or property rights of the Disclosing Party, other than the limited right to review such Confidential Information in furtherance of the Business Purpose.

1. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY “AS IS.” THE DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE.

1. **Term and Termination.** The term of this Agreement is one (1) year from the Effective Date. Either Party may terminate this Agreement earlier, effective thirty (30) days after delivery of written notice thereof to the other Party. The obligations of the parties under this Agreement with regard to the Confidential Information shall survive expiration or any termination of this Agreement for ten (10) years after the effective date of such expiration or termination.

1. **Destruction of Confidential Information.** Upon the earlier of termination or expiration of this Agreement, each Receiving Party shall promptly destroy all originals, copies, summaries and other tangible manifestations of Confidential Information in the Receiving Party’s possession (or permanently delete in the case of Confidential Information held electronically to the extent technically feasible or practicable), provided that each Receiving Party may keep Confidential Information of the Disclosing Party to the extent (a) required by law, rule or regulation; (b) that the Confidential Information is in the Receiving Party’s legal files (one copy of such Confidential Information) to monitor any continuing rights or obligations under this Agreement or comply with its established document retention policies; or (c) that such Confidential Information is held as a backup in electronic form in backup tapes, servers or other sources as a result of Receiving Party’s normal back-up procedures for electronic data, provided that no attempt is made to recover such Confidential Information from back-up tapes, servers or other sources except for legal or compliance purposes.

1. **Governing Law; Venue.** This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of California, United States of America, without reference to conflict of law provisions. The parties agree that any dispute regarding the interpretation or validity of, or otherwise arising out of this Agreement, shall be subject to the exclusive jurisdiction of the California State Courts or, in the event of federal jurisdiction, the United States District Court for the Northern District of California.

1. **No Obligation.** Nothing herein shall obligate either Party to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement. The Parties understand that nothing herein requires the disclosure of any Confidential Information by either Party. Any disclosure of Confidential information under this Agreement shall be made at the discretion of the Disclosing Party.

*Signature page follows.*

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the Effective Date.

| **Nurix Therapeutics, Inc.** | |  | **Dana-Farber Cancer Institute, Inc.** | |
| --- | --- | --- | --- | --- |
| By: | Nsign |  | By: | CPsign |
| Name: | Nname |  | Name: | CPname |
| Title: | Ntitle |  | Title: | CPtitle |
| Date: | Ndate |  | Date: | CPdate |

| Read and Acknowledged: | |
| --- | --- |
| By: |  |
| Name: | Jennifer Brown, MD, PHD |
| Title: | Principal Investigator |
| Date: |  |