



March 13, 2018

STRICTLY CONFIDENTIAL

[REDACTED]ech
[REDACTED]9 [REDACTED] Torrey Pines Rd #100
La Jolla, CA 92037

Dear Mr. Dobak:

This letter agreement (the "**Agreement**") will confirm the understanding and agreement between [REDACTED]ech, Inc. a Delaware corporation, of [REDACTED]9 [REDACTED] Torrey Pines Rd #100, La Jolla, CA 92037 (together with its subsidiaries and affiliates, collectively, the "**Company**"), and [REDACTED]Sci [REDACTED]al LLC ("**LifeSci**"), as follows:

Section 1. Appointment and Engagement.

(a) Effective as of the date first written above, the Company hereby appoints LifeSci to act as exclusive United States (U.S.) placement agent, on a "best efforts" basis, in connection with the offering of up to \$50,000,000 of its newly-issued equity or equity-linked securities of the Company (the "**Securities**"), with such offering in the U.S. being undertaken by the Company pursuant to Rule 506(b) of Regulation D promulgated under the United States Securities Act of 1933, as amended (the "**Act**"), or Section 4(a)(2) of the Act, to one or more U.S. "accredited investors" (as defined in Rule 501(a) of Regulation D) (the "**Offering**") as further described herein. The actual size of the Offering, the precise number and nature of Securities to be offered by the Company and the offering price per Security shall be subject to approval by the Company's Board of Directors as well as continuing negotiations between the Company and LifeSci. It is acknowledged and agreed that the decision to consummate an Offering shall be in the Company's sole and absolute discretion. The Company reserves the right to accept or reject any investor or any investment in whole or part. Notwithstanding the foregoing, LifeSci shall not act as the Company's financial advisor with respect to and an Offering shall not include one or a series of transactions whereby, directly or indirectly, control of the Company or all or substantially all of its businesses or assets are merged with, transferred to, licensed to or otherwise combined with that of any person or one or more persons formed by or affiliated with such person, including, without limitation, any merger or combination of the businesses regardless of the structure or form of the transaction.

(b) The Company acknowledges and agrees that LifeSci's role is to solicit US accredited investors (including principally institutional investors). The Company further acknowledges and agrees that LifeSci has not been engaged for the purpose of giving any tax, legal, accounting or other specialist or technical advice or services. In no event shall LifeSci be obligated to purchase any securities of the Company for its own account or for the accounts of its customers, and nothing herein creates an express or implied commitment by LifeSci to effect a successful Offering. The Company agrees and acknowledges that this Agreement should not be construed as a firm commitment or guarantee of any Offering by LifeSci. It is further agreed that the Company's engagement of LifeSci hereunder shall be exclusive during the term of this Agreement except for existing relationships as disclosed, and as such the Company shall not, without LifeSci's prior written consent, engage another investment banking firm, broker, placement agent, finder or similar party to act as U.S. placement agent for the Offering.

Section 2. Compensation: Expenses.