

**Exhibit A**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "Agreement") is made as of this \_\_ day of \_\_\_\_\_, 2017 by and between resTORbio, Inc., a Delaware corporation (hereinafter referred to collectively with its Affiliates as the "Company"), and Joan Mannick (the "Employee").

The Company desires to employ the Employee to provide services to the Company. In consideration of the employment or the continued employment of the Employee by the Company, the Company and the Employee agree as follows:

1. Condition of Employment.

The Employee acknowledges that Employee's employment and/or the continuance of that employment with the Company is contingent upon Employee's agreement to become a party to and adhere to the provisions of this Agreement. The Employee further acknowledges that the nature of the Company's business is such that protection of its proprietary and confidential information and the proprietary and confidential information of its Affiliates is critical to the survival and success of the Company's business.

2. Proprietary and Confidential Information.

a. The Employee agrees that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company's or any Affiliate's business or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of the Company (or any person or entity designated by the Company). By way of illustration, but not limitation, Proprietary Information may include discoveries, ideas, inventions, products, product improvements, product enhancements, processes, methods, techniques, formulas, compositions, compounds, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits, pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), computer software code, computer games, customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company or any Affiliate, and the names of, contact information of, and any other data concerning, existing and prospective Affiliates and existing and prospective investors of such Affiliates. The Employee shall not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of Employee's duties as an employee of the Company) without written approval by an officer of the Company, either during or after Employee's employment with the Company. The Employee shall use the Employee's best efforts to prevent unauthorized publication or disclosure of any of the Company's Proprietary Information.

b. The Employee agrees that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by the Employee or others, which shall come into Employee's custody or possession, shall be and are the exclusive property of the Company to be used by the Employee only in the performance of Employee's duties for the Company and shall not be copied or removed from the Company premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in the custody or possession of the Employee shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of Employee's employment for any reason. After such delivery, the Employee shall not retain any such materials or copies thereof or any such tangible property.

c. The Employee agrees that Employee's obligation not to disclose or to use information and materials of the types set forth in paragraphs 2(a) and 2(b) above, and Employee's obligation to return materials and tangible property, set forth in paragraph 2(b) above, also extends to such types of information, materials and tangible property of Affiliates, customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to the Employee in the course of the Company's business.

### 3. Scope of Disclosure Restrictions.

Nothing in this Agreement or elsewhere prohibits the Employee from reporting possible violations of state or federal law or regulation to any government agency, regulator, or legal authority, or making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Employee is not required to notify the Company that the Employee has made any such reports or disclosures; provided, however, that nothing herein authorizes the disclosure of information the Employee obtained through a communication that was subject to the attorney-client privilege, unless disclosure of the information would otherwise be permitted by an applicable law or rule. Further, pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

#### 4. Non-Disparagement.

The Employee shall not, either during Employee's employment with the Company or thereafter, make or encourage others to make any statement or release any information that is intended to, or reasonably could be foreseen to, disparage, defame or embarrass the Company or any of its Affiliates or their respective employees, officers, directors, partners, members or stockholders.

#### 5. Miscellaneous.

a. Equitable Remedies. The Employee acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Employee to be reasonable for such purpose. The Employee agrees that any breach or threatened breach of this Agreement is likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Employee agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting bond and the right to specific performance of the provisions of this Agreement and the Employee hereby waives the adequacy of a remedy at law as a defense to such relief.

b. Disclosure of this Agreement. The Employee hereby authorizes the Company to notify others, including but not limited to the Affiliates and any of the Employee's future employers or prospective business associates, of the terms and existence of this Agreement and the Employee's continuing obligations to the Company hereunder.

c. Not Employment Contract. The Employee acknowledges that this Agreement does not constitute a contract of employment, does not imply that the Company will continue Employee's employment for any period of time and does not change the at-will nature of Employee's employment.

d. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to the Company's assets or business, provided, however, that the obligations of the Employee are personal and shall not be assigned by Employee. The Employee expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any Affiliate thereof to whose employ the Employee may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

e. Severability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

f. Waivers. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

g. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within Massachusetts), and the Company and the Employee each consents to the jurisdiction of such a court. The Company and the Employee each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

h. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between the Employee and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Employee and the Company. The Employee agrees that any change or changes in Employee's duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

i. Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

THE EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

*[Remainder of the Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

WITNESS our hands and seals:

RESTORBIO, INC.

ACKNOWLEDGED AND AGREED:

By: \_\_\_\_\_  
Name: Chen Schor  
Title: Chief Executive Officer

\_\_\_\_\_  
Joan Mannick