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 EXHIBIT 99.2  
  
 ECLIPSE SURGICAL TECHNOLOGIES, INC.  
  
 AFFILIATE AGREEMENT  
  
  
 This AFFILIATE AGREEMENT ("AGREEMENT") is dated as of October \_\_, 1998,  
between Eclipse Surgical Technologies, Inc., a California corporation  
("ECLIPSE"), Cardiogenesis Corporation, a Delaware corporation  
("CARDIOGENESIS"), and the undersigned affiliate ("AFFILIATE") of Eclipse.  
  
 RECITALS  
  
A. Eclipse, RW Acquisition Corporation, a wholly-owned subsidiary of Eclipse,  
and Cardiogenesis are concurrently herewith entering into an Agreement and Plan  
of Reorganization ("MERGER AGREEMENT") which provides for Eclipse and  
Cardiogenesis to enter into a business combination transaction to pursue their  
long term business strategies (the "MERGER") (capitalized terms used and not  
otherwise defined herein shall have the respective meanings ascribed to them in  
the Merger Agreement).  
  
B. Affiliate has been advised that Affiliate may be deemed to be an  
"Affiliate" of Eclipse, as the term "Affiliate" is used in Accounting Series  
Releases 130 and 135, as amended, although nothing contained herein shall be  
construed as an admission by Affiliate that Affiliate is in fact an Affiliate of  
Eclipse.  
  
C. It will be a condition to effectiveness of the Merger pursuant to the  
Merger Agreement that the independent accounting firms that audit the annual  
financial statements of Cardiogenesis and Eclipse will have delivered their  
written opinion that the Merger will be accounted for as a pooling of interests  
under Accounting Principles Board Opinion No. 16.  
  
D. The execution and delivery of this Agreement by Affiliate is a material  
inducement to Cardiogenesis to enter into the Merger Agreement.  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereby agree as  
follows:  
  
 1. Acknowledgments by Affiliate. Affiliate acknowledges and understands  
that the representations, warranties and covenants by Affiliate set forth herein  
will be relied upon by Eclipse, Cardiogenesis, and their respective Affiliates,  
counsel and accounting firms, and that substantial losses and damages may be  
incurred by these persons if Affiliate's representations, warranties or  
covenants are breached. Affiliate has carefully read this Agreement and the  
Merger Agreement and understands the terms hereof and thereof.  
  
 2. Covenants Related to Pooling of Interests. During the period beginning  
from the date hereof and ending on the second day after the day that Eclipse  
publicly announces financial results covering at least 30 days of combined  
operations of Eclipse and Cardiogenesis, Affiliate will not sell, exchange,  
transfer, pledge, distribute, make any gift or otherwise dispose of or grant any  
option, establish any "short" or put-equivalent position with respect to or  
enter into any similar transaction  
  
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(through derivatives or otherwise) intended or having the effect, directly or  
indirectly, to reduce Affiliate's risk relative to any shares of Eclipse Common  
Stock. Eclipse may, at its discretion, place a stock transfer notice consistent  
with the foregoing with its transfer agent with respect to Affiliate's shares.  
Notwithstanding the foregoing, Affiliate will not be prohibited by the foregoing  
from selling or disposing of shares so long as such sale or disposition is in  
accordance with the "de minimis" test set forth in SEC Staff Accounting Bulletin  
No. 76.  
  
 3. Beneficial Ownership of Stock. Except as set forth on the last page of  
this Agreement, Affiliate does not beneficially own or hold voting power over  
any shares of Eclipse Common Stock or any other equity securities of Eclipse or  
any options, warrants or other rights to acquire any equity securities of  
Eclipse.  
  
 4. Miscellaneous.  
  
 (a) For the convenience of the parties hereto, this Agreement may be  
executed in counterparts, each of which shall be deemed an original, but all of  
which together shall constitute one and the same document.  
  
 (b) This Agreement shall be enforceable by, and shall inure to the  
benefit of and be binding upon, the parties hereto and their respective  
successors and assigns. As used herein, the term "successors and assigns" shall  
mean, where the context so permits, heirs, executors, administrators, trustees  
and successor trustees, and personal and other representatives.  
  
 (c) This Agreement shall be governed by and construed, interpreted  
and enforced in accordance with the internal laws of the State of Delaware.  
  
 (d) If a court of competent jurisdiction determines that any  
provision of this Agreement is not enforceable or enforceable only if limited in  
time and/or scope, this Agreement shall continue in full force and effect with  
such provision stricken or so limited. The parties to this Agreement further  
agree to replace any such void or unenforceable provision of this Agreement with  
a valid and enforceable provision that will achieve, to the extent possible, the  
economic, business and other purposes of such void or unenforceable provision.  
  
 (e) Counsel to and accountants for the parties to the Agreement shall  
be entitled to rely upon this Agreement as needed.  
  
 (f) This Agreement shall not be modified or amended, or any right  
hereunder waived or any obligation excused, except by a written agreement signed  
by both parties.  
  
 (g) This Agreement shall automatically terminate and have no further  
force and effect upon such date and time as the Merger Agreement shall have been  
terminated pursuant to the terms thereof, but will survive the consummation of  
Merger if such consummation occurs.  
  
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 Executed as of the date shown on the first page of this Agreement.  
  
  
   
 ECLIPSE, INC.  
  
  
 By:  
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 Name:  
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 Title:  
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 AFFILIATE  
  
  
 By:  
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 Name of Affiliate:  
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 Name of Signatory (if  
 different from name of  
 Affiliate):  
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 Title of Signatory  
 (if applicable):  
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Number of shares of Eclipse Common Stock beneficially owned by Affiliate:  
  
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Number of shares of Eclipse Common Stock subject to options beneficially owned  
by Affiliate:  
  
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 \*\*\*ECLIPSE AFFILIATE AGREEMENT\*\*\*  
  
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