EXHIBIT 10.26  
 COMPANY AFFILIATE AGREEMENT  
  
  
 THIS AFFILIATE AGREEMENT is entered into as of September 21, 1999 (this  
"Agreement"), by and among Chemdex Corporation, a Delaware corporation  
("Parent"), Xxxxxxxx.xxx, Inc., a Delaware corporation (the "Company"), and  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Affiliate").  
  
 RECITALS  
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 A. Parent, Popcorn Acquisitions Corp., a Delaware corporation and wholly  
owned subsidiary of Parent ("Merger Sub"), and the Company have entered into an  
Agreement and Plan of Merger dated as of September \_\_, 1999 (the "Merger  
Agreement"), providing for the merger of Merger Sub with and into the Company  
(the "Merger"). The Merger Agreement contemplates that, upon consummation of the  
Merger, (i) the holders of the capital stock of the Company ("Company Capital  
Stock") will receive shares of common stock of Parent ("Parent Common Stock") in  
exchange for their shares of Company Capital Stock, and (ii) the Company will  
become a wholly-owned subsidiary of Parent. It is accordingly contemplated that  
Affiliate will receive shares of Parent Common Stock in the Merger.  
  
 B. Affiliate understands that the Parent Common Stock being issued in the  
Merger will be issued pursuant to a registration statement on Form S-4 and that  
Affiliate may be deemed to be an "affiliate" of the Company, as the term  
"affiliate" is used for purposes of paragraphs (c) and (d) of Rule 145 ("Rule  
145") of the General Rules and Regulations of the Securities and Exchange  
Commission (the "SEC") under the Securities Act of 1933, as amended (the  
"Securities Act"), and as such, Affiliate may only transfer, sell or dispose of  
such Parent Common Stock in accordance with this Affiliate Agreement and Rule  
145.  
  
 NOW, THEREFORE, in order to induce Parent to consummate the transactions  
contemplated by the Merger Agreement, and for other valuable consideration (the  
receipt and sufficiency of which are hereby acknowledged by Affiliate),  
Affiliate hereby covenants and agrees as follows:  
  
 ARTICLE I  
  
 1. Representations and Warranties of Affiliate. Affiliate represents and  
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warrants to Parent as follows:  
  
 1.1 Ownership. Affiliate is the holder and "beneficial owner" (as  
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defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of  
the number of shares of the Company Capital Stock set forth under Affiliate's  
signature below (the "Company Shares"), and Affiliate has good and valid title  
to the Company Shares, free and clear of any liens, pledges, security interests,  
adverse claims, equities, options, proxies, charges, encumbrances or  
restrictions of any nature.  
  
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 1.2 Limitation on Transfer. Affiliate has carefully read this  
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Agreement, and has discussed with Affiliate's own independent counsel to the  
extent Affiliate felt necessary the limitations imposed on Affiliate's ability  
to sell, transfer or otherwise dispose of the shares of Parent Common Stock that  
Affiliate is to receive in the Merger (the "Parent Shares"). Affiliate fully  
understands the limitations this Agreement places upon Affiliate's ability to  
sell, transfer or otherwise dispose of the Parent Shares and the Company Shares.  
  
 ARTICLE II  
  
 2. Transfer Restrictions.  
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 2.1 Prohibition Against Transfer. In addition to the restrictions  
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set forth elsewhere herein, Affiliate agrees that Affiliate shall not effect any  
sale, transfer or other disposition of the Parent Shares unless:  
  
 (a) such sale, transfer or other disposition is made in  
conformity with the volume and other requirements of Rule 145 under the  
Securities Act;  
  
 (b) such sale, transfer or other disposition is effected  
pursuant to an effective registration statement under the Securities Act; or  
  
 (c) an authorized representative of the SEC shall have rendered  
written advice to Affiliate to the effect that the SEC would take no action, or  
that the staff of the SEC would not recommend that the SEC take action, with  
respect to such proposed sale, transfer or other disposition, and a copy of such  
written advice and all other related communications with the SEC shall have been  
delivered to Parent.  
  
 2.2 Stop Transfer Instructions; Legend. Affiliate acknowledges and  
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agrees that (a) stop transfer instructions will be given to Parent's transfer  
agent with respect to the Parent Shares, and (b) each certificate representing  
any of such shares of Parent Common Stock or any substitutions thereof shall  
bear a legend (together with any other legend or legends required by applicable  
state securities laws or otherwise), stating in substance:  
  
 THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145 PROMULGATED UNDER THE SECURITIES  
 ACT OF 1933 APPLIES. THE SHARES REPRESENTED BY THIS CERTIFICATE  
 MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, ASSIGNED,  
 PLEDGED OR HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE PROVISIONS  
 OF SUCH RULE AND IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT  
 DATED AS OF SEPTEMBER \_\_, 1999 BETWEEN THE REGISTERED HOLDER  
 HEREOF AND CHEMDEX CORPORATION, A COPY OF WHICH AGREEMENT IS ON  
 FILE AT THE PRINCIPAL OFFICES OF CHEMDEX CORPORATION.  
  
 ARTICLE III  
  
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 3. General Provisions.  
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 3.1 Specific Performance. The parties agree that irreparable damage  
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would occur in the event that any of the provisions of this Agreement were not  
performed in accordance with its specific terms or were otherwise breached.  
Affiliate agrees that, in the event of any breach or threatened breach by  
Affiliate of any covenant or obligation contained in this Agreement, each of  
Parent and the Company shall be entitled (in addition to any other remedy that  
may be available to it, including monetary damages) to seek and obtain (a) a  
decree or order of specific performance to enforce the observance and  
performance of such covenant or obligation, and (b) an injunction restraining  
such breach or threatened breach.  
  
 3.2 Independence of Obligations. The covenants and obligations  
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of Affiliate set forth in this Affiliate Agreement shall be construed as  
independent of any other agreement or arrangement between Affiliate, on the one  
hand, and the Company or Parent, on the other. The existence of any claim or  
cause of action by Affiliate against the Company or Parent shall not constitute  
a defense to the enforcement of any of such covenants or obligations against  
Affiliate.  
  
 3.3 Notices. Any notice or other communication required or permitted  
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to be delivered under this Agreement shall be in writing and shall be deemed  
properly delivered, given and received when delivered (by hand, by registered  
mail, by courier or express delivery service or by facsimile confirmation) to  
the address or facsimile telephone number set forth beneath the name of such  
party below (or to such other address or facsimile telephone number as such  
party shall have specified in a written notice given to the other party):  
  
 If to Parent: Chemdex Corporation  
 0000 Xxxxxx Xxx  
 Xxxx Xxxx, XX 00000  
 Attention: Chief Executive Officer  
 Telephone No.: (000) 000-0000  
 Telecopy No.: (000) 000-0000  
  
 with a copy at the same address to the attention of the General Counsel and  
 Secretary and with a copy to:  
  
 Venture Law Group  
 A Professional Corporation  
 0000 Xxxx Xxxx Xxxx  
 Xxxxx Xxxx, Xxxxxxxxxx 00000  
 Attention: Xxxxxx X. Xxxxxxxxx  
 Telephone No.: (000) 000-0000  
 Telecopy No.: (000) 000-0000  
  
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 If to Company: Xxxxxxxx.xxx, Inc.  
 000 Xxxx Xxxxxxxxxx Xxxxxx, Xxxxx 000  
 Xxxx Xxxx Xxxx, Xxxx 00000  
 Attention: Chief Executive Officer  
 Telephone No.: (000) 000-0000  
 Telecopy No.: (000) 000-0000  
  
 With a copy to: Xxxxxx, Xxxxxxxxxx & Xxxxxxxxx LLP  
 0000 Xxxxx Xxxx  
 Xxxxx Xxxx, XX 00000  
 Attention: Xxxxxxxx X. Xxxxxxx, Esq.  
 Telephone No.: (000) 000-0000  
 Telecopy No.: (000) 000-0000  
  
 If to Affiliate:  
  
 at the address or facsimile phone number set forth below Affiliate's  
 signature on the signature page hereof.  
  
 With a copy to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_  
 Telecopy No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 3.4 Severability. If any provision of this Agreement or any part of  
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any such provision is held under any circumstances to be invalid or  
unenforceable in any jurisdiction, then (a) such provision or part thereof  
shall, with respect to such circumstances and in such jurisdiction, be deemed  
amended to conform to applicable laws so as to be valid and enforceable to the  
fullest possible extent, (b) the invalidity or unenforceability of such  
provision or part thereof under such circumstances and in such jurisdiction  
shall not affect the validity or enforceability of such provision or part  
thereof under any other circumstances or in any other jurisdiction, and (c) the  
invalidity or unenforceability of such provision or part thereof shall not  
affect the validity or enforceability of the remainder of such provision or the  
validity or enforceability of any other provision of this Agreement. Each  
provision of this Agreement is separable from every other provision of this  
Agreement, and each part of each provision of this Agreement is separable from  
every other part of such provision.  
  
 3.5 Governing Law. This Agreement shall be construed in accordance  
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with, and governed in all respects by, the laws of the State of Delaware  
(without giving effect to principles of conflicts of laws).  
  
 3.6 Waiver. No failure on the part of Parent or the Company to  
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exercise any power, right, privilege or remedy under this Agreement, and no  
delay on the part of Parent or the Company in exercising any power, right,  
privilege or remedy under this Agreement, shall operate as a waiver of such  
power, right, privilege or remedy; and no single or partial exercise of any  
  
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such power, right, privilege or remedy shall preclude any other or further  
exercise thereof or of any other power, right, privilege or remedy. Neither  
Parent or the Company shall be deemed to have waived any claim arising out of  
this Agreement, or any power, right, privilege or remedy under this Agreement,  
unless the waiver of such claim, power, right, privilege or remedy is expressly  
set forth in a written instrument duly executed and delivered on behalf of the  
party deemed to be charged; and any such waiver shall not be applicable or have  
any effect except in the specific instance in which it is given.  
  
 3.7 Captions. The captions contained in this Agreement are for  
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convenience of reference only, shall not be deemed to be a part of this  
Agreement and shall not be referred to in connection with the construction or  
interpretation of this Agreement.  
  
 3.8 Further Assurances. Affiliate shall execute and/or cause to be  
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delivered to Parent or the Company such instruments and other documents and  
shall take such other actions as Parent or the Company may reasonably request to  
effectuate the intent and purposes of this Agreement.  
  
 3.9 Entire Agreement. This Agreement, the Merger Agreement and any  
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Voting Agreement (including any irrevocable proxy contained therein) between  
Affiliate and Parent constitute the entire agreement between the parties with  
respect to the subject matter hereof and thereof and supersede all prior  
agreements and understandings between the parties with respect thereto.  
  
 3.10 Non-Exclusivity. The rights and remedies of Parent and the  
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Company hereunder are not exclusive of or limited by any other rights or  
remedies which Parent may have, whether at law, in equity, by contract or  
otherwise, all of which shall be cumulative (and not alternative). Nothing in  
this Agreement shall limit any of Affiliate's obligations, or the rights or  
remedies of Parent or the Company, under any Voting Agreement (including any  
irrevocable proxy contained therein) between Parent and Affiliate (to the extent  
that Affiliate shall have entered into such an agreement), and nothing in any  
such Voting Agreement (including any irrevocable proxy contained therein) shall  
limit any of Affiliate's obligations, or any of the rights or remedies of  
Parent, under this Agreement.  
  
 3.11 Amendments. This Agreement may not be amended, modified,  
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altered, or supplemented other than by means of a written instrument duly  
executed and delivered on behalf of Parent, the Company and Affiliate.  
  
 3.12 Binding Nature. This Agreement will be binding upon Affiliate  
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and Affiliate's representatives, executors, administrators, estate, heirs,  
successors and assigns, and shall inure to the benefit of the Company, Parent  
and their respective successors and assigns.  
  
 3.13 Attorney's Fees and Expenses. If any legal action or other  
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legal proceeding relating to the enforcement of any provision of this Agreement  
is brought against Affiliate, the prevailing party shall be entitled to recover  
reasonable attorneys' fees, costs and disbursements (in addition to any other  
relief to which the prevailing party may be entitled).  
  
 3.14 Assignment. This Agreement and all obligations of Affiliate  
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hereunder are personal to Affiliate and may not be transferred or delegated by  
Affiliate at any time. The  
  
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Company or Parent may freely assign any or all of its rights under this  
Affiliate Agreement, in whole or in part to any other person or entity without  
obtaining the consent or approval of Affiliate.  
  
 3.15 Survival. Each of the representations, warranties, covenants  
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and obligations contained in this Agreement shall survive the consummation of  
the Merger.  
  
 [Signature Page Follows]  
  
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 IN WITNESS WHEREOF, the undersigned have executed this Company  
Affiliate Agreement as of the date first set forth above.  
  
 CHEMDEX CORPORATION  
  
  
  
 By: /s/ Xxxxx Xxxxx  
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 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 XXXXXXXX.XXX, INC.  
  
  
  
 By: /s/ Xxxxxxx X. Klintwort  
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 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 AFFILIATE: /s/ Xx Xxxxxxxxx  
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 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
 COMPANY STOCK BENEFICIALLY OWNED  
 BY AFFILIATE:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 issuable upon exercise of outstanding  
 options  
  
  
 \*\*\*\*COMPANY AFFILIATE AGREEMENT\*\*\*\*  
  
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IN WITNESS WHEREOF, the undersigned have executed this Company Affiliate  
Agreement as of the date first set forth above.  
  
 CHEMDEX CORPORATION  
  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 XXXXXXXX.XXX, INC.  
  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 AFFILIATE: /s/ Xxxx Xxxxxx  
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 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
 COMPANY STOCK BENEFICIALLY OWNED  
 BY AFFILIATE:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 issuable upon exercise of outstanding  
 options  
  
  
 \*\*\*\*COMPANY AFFILIATE AGREEMENT\*\*\*\*  
  
IN WITNESS WHEREOF, the undersigned have executed this Company Affiliate  
Agreement as of the date first set forth above.  
  
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 CHEMDEX CORPORATION  
  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 XXXXXXXX.XXX, INC.  
  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 AFFILIATE: /s/ Xxxxx Xxxxx @Ventures III,  
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 L.P  
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 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
 COMPANY STOCK BENEFICIALLY OWNED  
 BY AFFILIATE:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 issuable upon exercise of outstanding  
 options  
  
  
 \*\*\*\*COMPANY AFFILIATE AGREEMENT\*\*\*\*  
  
IN WITNESS WHEREOF, the undersigned have executed this Company Affiliate  
Agreement as of the date first set forth above.  
  
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 CHEMDEX CORPORATION  
  
  
  
 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 XXXXXXXX.XXX, INC.  
  
  
  
 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
  
 AFFILIATE: /s/ Xxxxxx Xxxxxx  
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 Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
 COMPANY STOCK BENEFICIALLY OWNED  
 BY AFFILIATE:  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares of Common Stock  
 issuable upon exercise of outstanding  
 options  
  
  
 \*\*\*\*COMPANY AFFILIATE AGREEMENT\*\*\*\*  
  
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