AFFILIATE AGREEMENT  
  
 THIS AFFILIATE AGREEMENT (this "Agreement") is entered into as of  
\_\_\_\_\_\_\_\_\_\_\_\_, 1999, by and between CYPROS PHARMACEUTICAL CORPORATION, a  
California corporation ("Parent"), and the undersigned affiliate  
("Affiliate") of RIBOGENE INC., a Delaware corporation (the "Company").  
  
 RECITALS  
  
 A. Pursuant to that certain Agreement and Plan of Reorganization,  
dated as of August 4, 1999 (the "Merger Agreement"), by and among Parent,  
CYPROS ACQUISITION CORPORATION, a Delaware corporation and wholly owned  
subsidiary of Parent ("Merger Sub"), and the Company, Merger Sub will merge  
with and into the Company (the "Merger").  
  
 B. As a result of the Merger and certain related transactions, the  
holders of Common Stock or Preferred Stock of the Company will receive shares  
of Common Stock or Preferred Stock, respectively, of Parent (the "Shares").  
Affiliate understands that he, she or it may, upon the effectiveness of the  
Merger, be deemed (but does not hereby admit to be) an "affiliate" of Parent  
as such term is defined in paragraphs (c) and (d) of Rule 145 ("Rule 145")  
under the Securities Act of 1933, as amended (the "Act"), and as such,  
Affiliate may only transfer, sell or dispose of the Shares in accordance with  
Rule 145 and this Agreement.  
  
 C. Affiliate understands that the representations, warranties and  
covenants set forth herein will be relied upon by Parent, Merger Sub and the  
Company, and their respective counsel.  
  
 AGREEMENT  
  
 NOW, THEREFORE, the parties hereby agree as follows:  
  
1. Capitalized terms used in this Agreement and not otherwise defined  
shall have the meanings given them in the Merger Agreement.  
  
2. Affiliate represents, warrants, understands and agrees that:  
  
 (a) Affiliate has full power and capacity to execute and deliver  
this Agreement and to make the representations, warranties and agreements  
herein and to perform his obligations hereunder.  
  
 (b) Affiliate has carefully read this Agreement and has discussed  
with counsel, to the extent Affiliate felt necessary, the requirements,  
limitations and restrictions on his, her or its ability to offer, sell,  
pledge, transfer or otherwise dispose of the Shares he, she or it may receive  
in connection with the Merger and fully understands the requirements,  
limitations and restrictions this Agreement places upon Affiliate's ability  
to transfer, sell or otherwise dispose of such Shares.  
  
 1.  
  
  
 (c) Affiliate will not offer, sell, pledge, transfer or otherwise  
dispose of any of the Shares held by Affiliate unless at such time either (i)  
such transfer shall be in conformity with the provisions of Rule 145(d) (or  
any successor rule then in effect), (ii) a registration statement under the  
Act covering the proposed offer, sale, pledge, transfer or other disposition  
shall be effective under the Act, or (iii) Affiliate shall have furnished to  
Parent an opinion of counsel reasonably satisfactory to Parent, or a no  
action letter from the Securities and Exchange Commission, to the effect that  
no registration under the Act would be required in connection with the  
proposed offer, sale, pledge, transfer or other disposition.  
  
3. Parent will use commercially reasonable efforts to comply with the  
public reporting requirements set forth in Rule 144(c) under the Securities  
Act.  
  
4. Affiliate understands and agrees Parent is under no obligation to  
register the offer, sale, pledge, transfer or other disposition of the Shares  
by the Affiliate or to take any other action necessary in order to make  
compliance with an exemption from registration available.  
  
5. Affiliate further represents that he is the beneficial owner of the  
Company Common Stock and/or Company Preferred Stock set forth below, or, if  
not set forth below, that he, she or it is not the beneficial owner of any  
Company Common Stock or Company Preferred Stock, as applicable.  
  
6. Each party hereto acknowledges that (i) it will be impossible to  
measure in money the damage to Parent if Affiliate fails to comply with any  
of the obligations imposed by this Agreement, (ii) every such obligation is  
material and (iii) in the event of any such failure, Parent will not have an  
adequate remedy at law or damages and, accordingly, each party hereto agrees  
that injunctive relief or other equitable remedy, in addition to remedies at  
law or damages, is an appropriate remedy for any such failure.  
  
7. This Agreement shall be deemed a contract made under, and for all  
purposes shall be construed in accordance with, the laws of the State of  
Delaware, regardless of the laws that might otherwise govern under applicable  
principles of conflicts of laws thereof. In any action between the parties  
arising out of or relating to this Agreement or any of the transactions  
contemplated by this Agreement: (i) each of the parties irrevocably and  
unconditionally consents and submits to the exclusive jurisdiction and venue  
of the state and federal courts located in the State of California, County of  
San Diego; (ii) if any such action is commenced in a state court, then,  
subject to applicable law, no party shall object to the removal of such  
action to any federal court located in the Southern District of California;  
(iii) each of the parties irrevocably waives the right to trial by jury; and  
(iv) each of the parties irrevocably consents to service of process by first  
class certified mail, return receipt requested, postage prepaid, to the  
address listed on the signature page of this Agreement.  
  
8. This Agreement shall be binding upon, enforceable by and inure to the  
benefit of the parties named herein and their respective successors. This  
Agreement may not be assigned by any party without the prior written consent  
of Parent. Any attempted assignment not in compliance with this Section 8  
shall be void and have no effect.  
  
 2.  
  
  
9. This Agreement may be executed in one or more counterparts, each of  
which shall be deemed to be an original but all of which together shall  
constitute one and the same agreement.  
  
 3.  
  
  
 IN WITNESS WHEREOF, the parties hereto have executed and delivered this  
Agreement as of the date first written above.  
  
  
 CYPROS PHARMACEUTICAL CORPORATION  
  
 By:  
 -------------------------------------  
 Name:  
 -------------------------------------  
 Title:  
 -------------------------------------  
  
 AFFILIATE  
 -----------------------------------------  
  
  
 Print Name:  
 -----------------------------------------  
 Address:  
 -----------------------------------------  
  
  
 Shares of Company Common Stock  
 Beneficially Owned:  
 -----------------  
 Shares of Company Preferred Stock  
 Beneficially Owned:  
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 [Signature Page to Affiliate Agreement]