

Joint Agreement to Exchange Non-Proprietary Information

AGREEMENT, dated as of this _____

(this "Agreement"), by and among D. E. Shaw & Co., L.P., a Delaware limited partnership; and _____

(the "Correspondent"). For purposes of this Agreement, the term "Company" shall include (i) D. E. Shaw & Co., L.P., (ii) any subsidiary or affiliate of D. E. Shaw & Co., L.P., and (iii) any predecessor or successor entity to D. E. Shaw & Co., L.P., or to any subsidiary or affiliated entity described in (ii) above.

WHEREAS, the Company desires to engage in discussions with the Correspondent during the period beginning on the date of this Agreement and ending on the one-year anniversary of such date (the "Mutual Disclosure Period"), for the purpose of determining the Company's interest or lack of interest in hiring, retaining, investing in, acquiring, or engaging in a joint venture or other business relationship (a "Relationship") with the Correspondent, and the Correspondent desires to engage in discussions with the Company for the purpose of determining the Correspondent's interest or lack of interest in entering into such a Relationship;

NOW, THEREFORE, in consideration of the foregoing and in consideration of their mutual promises and agreements contained herein, the parties hereto agree as follows:

No Secrets to be Disclosed by the Company

The Company acknowledges that, during the Mutual Disclosure Period, it has not disclosed and will not disclose (except by subsequent written agreement between both of the parties hereto) to either the Correspondent or any of the Correspondent's employees, principals, or consultants, or any entities affiliated therewith ("Correspondent Entities") any confidential, proprietary, or trade secret information (including without limitation any non-public information related to a pending application for patent—or another form of intellectual property—protection), regardless of whether such information is the property of the Company itself or of some other individual or organization. Accordingly, the Company waives any right to recover damages from any Correspondent Entities, or to seek any other form of relief, based on an allegation of misappropriation, theft, unauthorized use, or disclosure by a Correspondent Entity of any such information or intellectual property, and agrees to indemnify all Correspondent Entities and hold them harmless against any such action by a third party in connection with the Company's alleged disclosure of such information or intellectual property to one or more Correspondent Entities.

No Secrets to be Disclosed by the Correspondent

The Correspondent acknowledges that, during the Mutual Disclosure Period, it has not disclosed and will not disclose (except by subsequent written agreement between the parties hereto) to either the Company or any of the Company's employees, principals, or consultants, or any entities affiliated therewith ("Company Entities") any confidential, proprietary, or trade secret information (including without limitation any non-public information related to a pending application for patent—or another form of intellectual property—protection), regardless of whether such information is the property of the Correspondent itself or of some other individual or organization. Accordingly, the Correspondent waives any right to recover damages from any Company Entities, or to seek any other form of relief, based on an allegation of misappropriation, theft, unauthorized use, or disclosure by a Company Entity of any such information or intellectual property, and agrees to indemnify all Company Entities and hold them harmless against any such action by a third party in connection with the Correspondent's alleged disclosure of such information or intellectual property to one or more Company Entities.

No Obligation to Disclose

Nothing in this Agreement shall require the Company or the Correspondent to share any specific information (whether or not proprietary) or intellectual property (whether or not protectable) with the other party.

Amendment or Alteration

No amendment or alteration of the terms of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.

Governing Law; Beneficiaries

This Agreement and its enforcement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflicts-of-law principles. Any entities included in the term "Company" (other than D. E. Shaw & Co., L.P.) are third-party beneficiaries of this Agreement.

Entire Agreement

This Agreement contains the entire agreement of the parties and shall supersede any and all existing agreements between the Company and the Correspondent relating to the subject matter hereof.

Headings

The Section headings appearing in this Agreement are used for convenience of reference only and shall not be considered a part of this Agreement or in any way modify, amend or affect the meaning of any of its provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement (physically or electronically, as the case may be), as of the date first written above.

D.E. Shaw & CO., L.P.

By:



Jeremy Reff
Senior Vice President

CORRESPONDENT

Name:

Signature:

Email Address

Date