

## CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (this “**Agreement**”) is entered into on (the “**Effective Date**”), by and between **Allergan, Inc.**, a Delaware corporation, with a place of business at Morris Corporate Center III, 400 Interpace Parkway, Parsippany, NJ 07054 United States (“**Discloser**”), and , an organization with a place of business at (“**Recipient**”), (together, the “**Parties**” and each individually, a “**Party**”).

In consideration of the Purpose (as defined below), the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **PURPOSE.** Discloser and Recipient intend to engage in communications and activities related to Discloser’s Clinical Research and Development Program for the purposes of clinical research (“**Purpose**”). In the course of these communications and activities, certain Confidential Information (as defined below) may be disclosed by or on behalf of the Discloser to the Recipient. Recipient intends to protect such Confidential Information of Discloser from unauthorized use and disclosure.

2. **CONFIDENTIAL INFORMATION DEFINED.** “**Confidential Information**” means any proprietary or confidential information (including, without limitation, trade secrets, know-how, inventions, technical data or specifications, testing methods, business or financial information, research and development activities, study data, product and marketing plans, customer and supplier information and similar information of third parties), that is disclosed on or after the Effective Date in any format or media by the Discloser or its Representatives (as defined below) to Recipient or its Representatives, and which is identified as confidential at the time of disclosure or which, under the circumstances of disclosure, is reasonably apparent to be confidential.

3. **EXCLUSIONS.** Confidential Information shall not include:

- (a) information which, at the time of disclosure by the Discloser or its Representatives, is in the public domain;
- (b) information which becomes part of the public domain after disclosure by the Discloser or its Representatives hereunder without breach of this Agreement by Recipient or its Representatives;
- (c) information which was in the possession of Recipient or its Representatives at the time of disclosure by the Discloser or its Representatives;
- (d) information which was received by Recipient or its Representatives from a third party not subject to an obligation of confidentiality to Discloser with respect to such information; or

- (e) information which was independently developed or discovered by Recipient or its Representatives without use of Discloser's Confidential Information, as demonstrated by appropriate evidence.

4. **LIMITATIONS ON DISCLOSURE.** Subject to Section 5 below, Recipient agrees (a) not to disclose, cause, or permit to be disclosed Discloser's Confidential Information to any third party (except its Representatives in accordance herewith) without the prior written consent of the Discloser and (b) to use Discloser's Confidential Information only for the Purpose in accordance with the terms of this Agreement.

Recipient may disclose the Discloser's Confidential Information to its Affiliates (as defined below) and its and its Affiliates' directors, officers, employees, agents, consultants, contractors and advisors (together with Affiliates, collectively, the "**Representatives**") who have a need to know such information in connection with the Purpose, provided that Recipient (i) informs its Representatives of the confidential nature of such Confidential Information and (ii) requires each such Representative to hold in confidence all such Confidential Information and to use it only for the Purpose in accordance with the terms of this Agreement. The Recipient agrees to enforce the terms and provisions of this Agreement as to any such Representative who receives any of the Discloser's Confidential Information hereunder, and to assume liability for breach of this Agreement by any or all such persons.

"**Affiliate**" means, with respect to either Party, any entity controlled by, controlling or under common control with, such Party. The term "control" shall mean, with respect to any entity, the ability to vote fifty percent (50%) or more of the voting securities or other comparable equity interest in such entity or to otherwise influence and direct the management and policies of such entity.

5. **REQUIRED DISCLOSURES.** Recipient may disclose the Discloser's Confidential Information to the extent disclosure of such Confidential Information is required to comply with applicable law, regulation or an order of a court or governmental or regulatory authority; provided that Recipient gives Discloser (to the extent permitted by applicable law and to the extent possible given any applicable deadlines) advance written notice of Recipient's intent to disclose such Confidential Information, in order to provide Discloser with a reasonable opportunity to seek a protective order or other appropriate relief, and agrees to provide reasonable assistance to the Discloser in seeking such protective order or other relief. In the event that no such protective order or other relief is obtained, the Recipient agrees to disclose only that portion of the Discloser's Confidential Information that it is legally required to disclose and to exercise all reasonable efforts to obtain confidential treatment for such disclosure.

6. **NO LICENSE.** Except for Recipient's right to use the Discloser's Confidential Information for the Purpose as provided herein, no rights or licenses of any nature are implied or granted under this Agreement. All right and title to the Discloser's Confidential Information shall remain with the Discloser.

7. **RETURN OF MATERIALS.** Upon written request of the Discloser at any time, Recipient agrees to promptly return or (at Recipient's discretion) destroy (and confirm such destruction in writing to the Discloser) all tangible or electronic Confidential Information of the Discloser then in the possession of Recipient or its Representatives; provided, however, the Recipient or its Representatives shall not be required to delete from back up electronic archival storage and may save for one (1) copy solely for recordkeeping and compliance purposes, subject to the ongoing obligation to maintain the confidentiality of such information in accordance with the terms herein.

8. **TERM.** The term of this Agreement shall begin on the Effective Date and shall conclude on the fifth anniversary of the Effective Date. Recipient's confidentiality and non-use obligations under this Agreement shall be in full force and effect for the term of the Agreement and for a period of ten (10) years from thereafter, provided, however, for any trade secret recognized as such under the Uniform Trade Secret Act, Recipient's obligations with respect to use and disclosure shall continue for as long as the status of the trade secret remains.

9. **INJUNCTIVE RELIEF.** Recipient acknowledges that monetary damages calculated at law may not be an adequate remedy for breach of this Agreement, and that Discloser shall be entitled to seek injunctive relief or other equitable relief in the event of any such breach, in addition to any other remedy it may have under this Agreement or otherwise at law or in equity. Recipient acknowledges that the confidentiality and non-use provisions contained herein are reasonable in view of the nature of the Discloser's business(es) and the Confidential Information that will be disclosed during discussions.

10. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflict of laws rules and principles. The local, state or federal courts having jurisdiction over Morris County, New Jersey shall have exclusive jurisdiction over all matters pertaining to this Agreement.

11. **NO JOINT VENTURE.** This Agreement does not create a joint venture, partnership, or employee-employer relationship between the Parties, nor an obligation to buy or sell products or services, or to enter into or negotiate any other business relationship. Each Party may terminate the Purpose and the Parties' discussions relating thereto at any time and for any reason.

12. **WAIVER.** Failure of either Party to enforce any right resulting from breach of any provision of this Agreement by the other Party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other provisions hereunder. This Agreement may not be modified or amended except in writing signed by both Parties. This Agreement constitutes the final, complete and exclusive agreement of the parties relating to the subject matter hereof and supersedes all previous and contemporaneous agreements and understandings between the Parties relating to the subject matter hereof.

13. **DOCUMENT PREPARATION.** The Parties acknowledge that this Agreement is a product of negotiations and that no inference should be drawn against either party regarding the drafting of this Agreement.

14. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future state or federal laws or rules and regulations promulgated thereunder effective during the term hereof, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. The Parties agree to negotiate in good faith a substitute for any provision or term held to be unenforceable and to be bound by the mutually agreed substitute provision.

15. **ASSIGNMENT.** This Agreement may not be assigned, by operation of law or otherwise, by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, Discloser may assign this Agreement to any of its Affiliates without Recipient's prior consent. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

16. **NO THIRD PARTY RIGHTS.** Discloser represents and warrants to Recipient that it has the right to disclose its Confidential Information to Recipient without violating the terms of, or requiring a consent under, any agreement with, or any other obligation to, any third party.

17. **PUBLICITY.** Without the prior written consent of the other Party, neither Party shall publicly announce the fact that the Parties are discussing a possible business relationship, except as required by applicable law, regulation or an order of a court or governmental or regulatory authority and then only after notifying the other Party in the manner provided in Section 5.


18. **NOTICES.** Any notice required to be given hereunder by any Party will be in writing and deemed given if delivered (a) personally, (b) by overnight courier, or (c) by certified mail, return receipt requested, postage prepaid, and will be deemed given upon personal delivery, confirmation of delivery by the courier service, confirmation of receipt generated by the transmitting machine or five (5) days after deposit in U.S. mail, respectively. Notices to each Party will be sent to the address for said Party set forth above, with a copy to:

Allergan, Inc.  
Attn: Chief Legal Officer  
Morris Corporate Center III  
400 Interpace Parkway, Building D  
Parsippany, NJ 07054

19. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by .PDF or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by .PDF or other electronic means as if the original had been received.

**IN WITNESS WHEREOF**, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement as of the Effective Date.

**ALLERGAN, INC.**

By:   
Name: Sara Luijpers  
Title: Executive Director, DDO Business Ops  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_