



This Non-Disclosure Agreement (the “Agreement”) is entered into by you (“Recipient”) and Eikon Therapeutics, Inc. (“Company”) in connection with a proposed business relationship.

In consideration of any disclosures and any negotiations concerning the proposed business relationship, you agree as follows:

1. In this Agreement, “Confidential Information” means any information that relates to the Company’s business, business plans, business partners, products, services, or technology and is disclosed to the Recipient, either directly or indirectly in any form or format, including (i) documents generated by or on behalf of the Recipient containing or regarding any of the foregoing or is furnished by or on behalf of the Company, (ii) information regarding the proposed business relationship; and (iii) any other information which is designated as “Confidential” or “Proprietary”.
2. You will hold in confidence and will not possess or use (except as required to evaluate the proposed business relationship) or disclose any Confidential Information except information you can document (a) is in the public domain through no fault of yours (b) was properly known to you, without restriction, prior to disclosure by Company or (c) was lawfully disclosed to you by another person without restriction. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. The foregoing does not grant you a license in or to any of the Confidential Information.
3. If you decide not to proceed with the proposed business relationship or if otherwise asked by Company, you will promptly return all Confidential Information and all copies, extracts and other objects or items in which Confidential Information may be contained or embodied.
4. You will promptly notify Company of any unauthorized release, disclosure or use of Confidential Information.
5. You understand that this Agreement does not obligate Company to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by Company from time to time with respect to Confidential Information or Company systems. You will ensure the security of any facilities, machines, accounts, passwords and methods you use to store any Confidential Information or to access Company systems and ensure that no other person has or obtains access thereto.
6. The terms of this Agreement will remain in effect with respect to any particular Confidential Information until you can document that such Confidential Information falls into one of the exceptions stated in Paragraph 1 above.
7. You acknowledge and agree that due to the unique nature of the Confidential Information, any breach of this agreement would cause irreparable harm to Company for which damages are not an adequate remedy, and that Company shall therefore be entitled to equitable relief in addition to all other remedies available at law.
8. You acknowledge that Eikon’s facilities include laboratories, equipment, and chemicals, that could be hazardous. You agree to follow all safety instructions and exercise common sense while on-site at an Eikon facility, including wearing proper protective gear.
9. This Agreement is personal to you, is non assignable by you, is governed by the internal laws of the State of California and may be modified or waived only in writing signed by both parties. If any provision of this Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. Any failure or delay in enforcing any right under the Agreement will not be deemed a waiver. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys’ fees and costs.