

SCHEDULE D
COPY OF EXECUTED CONFIDENTIALITY AGREEMENT

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement is made as of March 22, 2011 (“the Effective Date”) between AmerisourceBergen Specialty Group, Inc., with offices at 3101 Gaylord Parkway, Frisco, TX 75034 and Corcept Therapeutics, Inc., with offices at 149 Commonwealth Drive, Menlo Park, CA 94025.

Background

The parties are interested in evaluating a potential venture relating to warehousing, distribution and other commercial services (the “Venture”). In order to facilitate such evaluation, either party (“Disclosing Party”) may disclose to the other party (“Recipient”) certain of its confidential or proprietary information.

1. Definition of Confidential Information. “Confidential Information” means any confidential or proprietary information that is disclosed or made available by Disclosing Party to Recipient, whether in writing or other tangible form, orally or otherwise. Confidential Information includes (a) information about processes, systems, strategic plans, business plans, operating data, financial information and other information and (b) any analysis, compilation, study or other material prepared by Recipient (regardless of the form in which it is maintained) that contains or otherwise reflects any information disclosed or made available by Disclosing Party to Recipient.

2. Exclusions from Confidential Information. Confidential Information does not include information that:

(a) at the time of disclosure to Recipient, is generally available to the public;

(b) after disclosure to Recipient, becomes generally available to the public other than as a result of a breach of these provisions by Recipient (including any of its affiliates);

(c) Recipient can establish was already in its possession at the time the information was received from Disclosing Party if its source was not known by Recipient to be bound to an obligation of confidentiality with respect to such information;

(d) Recipient receives from a third party if its source was not known by Recipient to be bound to an obligation of confidentiality with respect to such information; or

(e) Recipient can establish was developed independently by Recipient without use, directly or indirectly, of any Confidential Information.

3. Limitations on Disclosure and Use. Confidential Information must be kept strictly confidential and may not be disclosed or used by Recipient except as specifically permitted by this Agreement or as specifically authorized in advance in writing by Disclosing Party. Recipient may not take any action that causes Confidential Information to lose its confidential and proprietary nature or fail to take any reasonable action necessary to prevent any Confidential Information from losing its confidential and proprietary nature. Recipient will limit access to Confidential Information to its employees, officers, directors or other authorized representatives (or those of its affiliates) who (a) need to know such Confidential Information to participate in evaluating the Venture and (b) are obligated to

Recipient to maintain Confidential Information under terms and conditions at least as stringent as those under this Agreement. Recipient will inform all such persons of the confidential and proprietary nature of Confidential Information and will take all reasonable steps to ensure they do not breach their confidentiality obligations, including taking any steps Recipient would take to protect its own similarly confidential information. Recipient will be responsible for any breach of confidentiality obligations by such persons.

4. Ownership. All Confidential Information and deviations of Confidential Information will remain the sole and exclusive property of Disclosing Party and, except as provided, no license or other right to it will be implied by this Agreement. If Recipient has prepared any analysis, compilation, study or other material (regardless of form) that contains or otherwise reflects any Confidential Information, then such material will be owned solely by Disclosing Party and treated as its Confidential Information under this Agreement.

5. No Representations or Warranties. Recipient acknowledges that Disclosing Party makes no representations of warranties, express or implied, as to the accuracy or completeness of Confidential Information and Recipient agrees that Disclosing Party will have no liability for any errors or omissions in such information.

6. Return or Destruction of Confidential Information. Upon Disclosing Party's request, Recipient will promptly deliver to Disclosing Party or destroy all Confidential Information (including material that contains or otherwise reflects Confidential Information) in its custody or control and will deliver it to Disclosing Party within ten (10) business days after such request or deliver a written statement from a corporate officer certifying it has destroyed all of Disclosing Party's Confidential Information. Unless authorized in writing by Disclosing Party Recipient will not retain any copy, extract or summary of Confidential Information (including material that contains or otherwise reflects Confidential Information). The obligation to destroy or return shall not apply to Confidential Information that is stored on back-up tapes and similar media that are not readily accessible to Recipient.

7. Equitable Relief. Each party acknowledges that, when it is Recipient, money damages would not be a sufficient remedy for Disclosing Party in the event of any breach of these provisions and that Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Recipient further agrees to waive any requirement for the posting of any bond in connection with any such remedy. Such remedy will be in addition to any other available remedies at law or in equity.

8. Disclosures Required by Law. If Recipient is required by law to disclose any Confidential Information, Recipient will give Disclosing Party prompt notice and will use all reasonable means to obtain confidential treatment for any Confidential Information that it is required disclose before making any such disclosure. If Recipient cannot assure confidential treatment and it has exhausted all reasonable efforts to do so, Recipient may disclose Confidential Information to the extent it is required by law to disclose the information it discloses. Notwithstanding the foregoing, Disclosing Party may request Recipient to take additional steps to seek confidential treatment before Recipient discloses Confidential Information even though Recipient has otherwise exhausted all reasonable efforts to do so. In such event, Recipient will undertake such additional steps at Disclosing Party's expense.

9. Term of this Agreement. This Agreement covers Confidential Information that is disclosed by Disclosing Party to Recipient until the first anniversary of the Effective Date. Recipient's obligation to protect Confidential Information disclosed during such one-year period expires three years from the Effective Date.

10. **Subsequent Agreement.** If the parties pursue the Venture, they anticipate entering into a definitive agreement that will set forth their respective obligations. Such agreement may incorporate this Agreement by reference, may supplement or modify it or may supersede it.

11. **Governing Law; Jurisdiction; Attorneys' Fees.** Internal law of the State of Texas applies to this Agreement. Each of the parties agrees that any legal or equitable action relating to this Agreement shall be brought, and each of the parties consents to personal jurisdiction in any court of general jurisdiction in Collin County, Texas, and waives any objection which it may have to the laying of venue of any such suit, action or proceeding in such court. The successful party in any legal action arising out of this Agreement may recover all costs, including reasonable attorneys' fees.

12. **Notices.** Any notice required or permitted under this Agreement will be in writing and will be effective upon actual receipt. Notices shall be sent to the addresses set forth in the introductory paragraph of this Agreement, and a copy of any notice to AmerisourceBergen Specialty Group, Inc. shall also be sent to AmerisourceBergen Specialty Group, Inc., Attn: Group Counsel, IN-El86, 3101 Gaylord Parkway, Frisco, TX 75034.

13. **Interpretation.** This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, written or oral. This Agreement will bind and benefit the parties and their successors. This Agreement may be assigned by AmerisourceBergen Specialty Group, Inc. to any affiliate but may not be otherwise assigned without the consent of the other party, which consent will not be unreasonably withheld. For purposes of Agreement, "affiliate" means any company or person that directly or indirectly controls, is controlled by or under common control with the referenced party, as the case may be. If any provision is invalid, validity of remaining provisions will not be affected. This Agreement may not be amended or modified except in a writing signed by both parties. Any waiver or delay by any party in enforcing this Agreement will not deprive it of the right to take appropriate action at a later time or due to another breach. Captions in this Agreement are intended for convenience of reference only. Words, regardless of the number and gender specifically used, will be construed to include any other number, singular or plural, and any gender, masculine, feminine, or neuter, as the context requires. "And" includes "or." "Or" is disjunctive but not necessarily exclusive. "Including" means "including but not limited to." This Agreement may be executed in counterparts. Any provision of this Agreement may survive this Agreement's expiration or earlier termination if its context shows that the parties intended it to survive.

IN WITNESS WHEREOF, the parties have executed this Mutual Non-Disclosure Agreement as of its Effective Date.

AmerisourceBergen Specialty Group, Inc.

By: /s/ James D. Frary
Title: James Frary
Title: President, ABSG

Corcept Therapeutics, Inc.

By: /s/ Joseph K. Belanoff
Title: Joseph K. Belanoff, M.D.
Title: Chief Executive Officer