

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement"), effective as of the date set forth last below, is made by and between the undersigned counter party ("Recipient") and Aegerion Pharmaceuticals, Inc. ("Aegerion"). In consideration of the mutual agreements and other provisions of this Agreement, the parties hereto agree as follows:

1. Scope of Confidential Information.

1.1 "Confidential Information" means, subject to the exceptions set forth in Section 1.2, any information or data or materials, regardless of whether it is in tangible form, that is disclosed or otherwise made available by or on behalf of Aegerion to Recipient before or during the term of this Agreement. "Confidential Information" includes but is not limited to: (a) patent and patent applications; (b) trade secrets; (c) third party information; and (d) ideas, gene sequences, cell lines, samples, chemical compounds, clinical data, clinical trial design, assays, biological materials, techniques, sketches, drawings, works of authorship, models, inventions, know-how and processes pertaining to the current, future and proposed business, products and services of Aegerion.

1.2 "Confidential Information" shall not include any information that: (a) appears in issued patents or printed publications in integrated form or which otherwise is or becomes generally known in the trade other than through Recipient's failure to observe any or all terms and conditions hereof; provided that the foregoing shall not be interpreted to create any express or implied license, or the right to obtain a license, to any patents which may be issued to Aegerion; (b) is made available to Recipient by a third party who is lawfully in possession of such information, and who is not in violation of any confidentiality obligation in favor of Aegerion; or (c) Recipient can show by written record was in available to or in possession of Recipient (free of any confidentiality obligation in favor of Aegerion known to Recipient at the time of disclosure or availability) prior to disclosure of such information by Aegerion to Recipient, provided that Counter must promptly notify Aegerion of any prior knowledge in the manner provided in Section 2.4 below. Notwithstanding the foregoing, (i) technical information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in Recipient's possession, and (ii) any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in Recipient's possession.

2. Use and Disclosure of Confidential Information.

2.1 Recipient shall only use the Confidential Information internally solely for the purpose of evaluating a potential business relationship between Recipient and Aegerion (the "Permitted Purpose"). Recipient must keep secret and shall never, without the prior written consent of Aegerion, directly or indirectly, disclose, publish, divulge, furnish or make accessible to anyone all or any portion of the Confidential Information, other than furnishing such Confidential Information to (a) Recipient's employees and consultants who are required to have access to such Confidential Information in connection with the Permitted Purpose, and (b) Recipient's professional, licensed advisers (i.e., lawyers and accountants), in each case, during the time that Recipient is permitted to retain such Confidential Information hereunder; provided that any and all such employees, consultants are bound by written agreements or, in the case of professional advisers, ethical duties, respecting the Confidential Information in the manner set forth in this Agreement.

2.2 Recipient shall use at least reasonable care and adequate measures to protect the confidentiality of the Confidential Information of Aegerion and to ensure that any Confidential Information of Aegerion is not disclosed or otherwise made available to other persons or used in violation of this Agreement. Without limiting any of the foregoing, such measures shall be at least the equivalent of measures which Recipient uses to protect Recipient's own most valuable proprietary information.

2.3 In the event that Recipient is required by law to make any disclosure of any of the Confidential Information of Aegerion, by subpoena, judicial or administrative order or otherwise, Recipient shall first give written notice of such requirement to Aegerion, and shall permit Aegerion to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to Aegerion in seeking to obtain such protection.

2.4 Recipient agrees to notify Aegerion promptly in writing if (a) Recipient becomes aware of any breach of this Agreement with respect to the Confidential Information of Aegerion in Recipient's possession; (b) subsequent to disclosure of any

Confidential Information by Aegerion, information is disclosed to Recipient in the manner described in Section 1.2; or (c) upon disclosure of Confidential Information by Aegerion, Recipient has prior knowledge of the same.

2.5 Recipient shall not embody any of the Confidential Information of Aegerion in any of Recipient's products, processes or services, or duplicate or exploit any of such Confidential Information in Recipient's business, or otherwise use any of the Confidential Information for any purpose other than for the Permitted Purpose.

3. Certain Rights and Limitations.

3.1 All Confidential Information shall remain the property of Aegerion. The provision of Confidential Information hereunder shall not transfer any right, title or interest in such information to Recipient. Aegerion does not grant Recipient any express or implied right to or under Aegerion's or another party's patents, copyrights, trademarks, trade secret information or other proprietary rights.

3.2 Recipient shall not remove, overprint or deface any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership or confidentiality from any originals or copies of Confidential Information it obtains from Aegerion.

3.3 This Agreement imposes no obligations on either party to exchange any Confidential Information or to purchase, sell, license, transfer or otherwise transact in any technology, services or products.

3.4 Confidential Information disclosed by the parties under this Agreement may be subject to export controls under the laws of the United States. Each party shall comply with such laws and agrees not to knowingly export, re-export or transfer Confidential Information of the other party without first obtaining all required United States authorizations or licenses.

3.5 All tangible embodiments of the Confidential Information of Aegerion (e.g., drawings, memoranda and notes) and all copies thereof, whether in hard-copy or machine-readable form and whether supplied by Aegerion or made by or for Recipient (collectively, the "Tangible Embodiments"), shall at all times be and remain the exclusive property of Aegerion.

3.6 Recipient shall provide upon Aegerion's request a certification that access and use is being controlled in accordance with this Agreement. Aegerion shall have the right to audit to verify compliance with this Agreement.

4. Remedies. Recipient acknowledges that a breach by it of any of the terms of this Agreement would cause irreparable harm to Aegerion for which Aegerion could not be adequately compensated by money damages. Accordingly, Recipient agrees that, in addition to all other remedies available to Aegerion in an action at law, in the event of any breach or threatened breach by Recipient of the terms of this Agreement, Aegerion shall, without the necessity of proving actual damages or posting any bond or other security, be entitled to temporary and permanent injunctive relief, including, but not limited to, specific performance of the terms of this Agreement.

5. Termination.

5.1 This Agreement shall remain in effect until it is terminated by either party with thirty (30) days prior written notice. The terms and conditions of this Agreement shall survive any such termination with respect to Confidential Information that is disclosed prior to the effective date of termination.

5.2 Upon the earlier of (a) the termination of this Agreement, (b) Aegerion's written request or (c) such time as Recipient no longer requires the Confidential Information for the Permitted Purpose, Recipient agrees to promptly return to Aegerion or destroy all Confidential Information and any Tangible Embodiments that are in the possession of Recipient and to certify the return or destruction of all such Confidential Information and embodiments.

6. Warranty. NO WARRANTY IS MADE BY EITHER PARTY UNDER THIS AGREEMENT. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

7. Miscellaneous. This Agreement does not create any agency or partnership relationship between the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey governing such agreements, without regard to conflicts-of-law principles. The sole and exclusive jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of New Jersey, and the parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. This Agreement contains the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether written or oral, express or implied. Except where expressly indicated otherwise, the words "written" or "in writing" shall include, but not be limited to, written or printed documents, in any format now know or later developed including electronic and facsimile transmissions and computer disks or tapes

(whether machine or user readable). If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, such shall not affect any other provision of this Agreement, which shall remain in full force and effect. No amendment or alteration of the terms of this Agreement shall be effective unless made in writing and executed by both parties hereto. A failure or delay in exercising any right in respect to this Agreement shall not be presumed to operate as a waiver, and a single or partial exercise of any right shall not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right. Any modification or waiver of any provision of this Agreement shall not be effective unless made in writing. Any such waiver shall be effective only in the specific instance and for the purpose given.

IN WITNESS WHEREOF, the parties have caused this Confidentiality Agreement to be executed below by their duly authorized signatories.

AEGERION PHARMACEUTICALS, INC.

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

Address for notices to Recipient:

Address for notices to Aegerion: