NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made effective as of the date last signed below (the “Effective Date”) between Ardelyx, Inc., a Delaware corporation with offices at 400 Fifth Ave., Suite 210, Waltham, MA 02451 (“Ardelyx”), Children’s National Hospital, with offices at 1 Inventa Place, Floor 3, Silver Spring, MD 20910 ("Institution") and Anil Darbari, M.D. (the "Investigator").

Ardelyx is the sponsor of the following clinical studies as described in the following protocols:

1. Protocol Number: TEN-01-304: A 12-Week, Randomized, Double-Blind, Placebo-Controlled, Phase 3 Study to Assess the Safety and Efficacy of Tenapanor for the Treatment of Irritable Bowel Syndrome

with Constipation (IBS-C) in Pediatric Subjects 12 to Less than 18 Years Old (“Study TEN-01-304”);

1. Protocol Number TEN-01-306: An Open-Label Long-Term Safety Study of Tenapanor for the

Treatment of Irritable Bowel Syndrome with Constipation (IBS-C) in Pediatric Patients 6 to Less than 18 Years Old (“Study TEN-01-306”); and

1. Protocol Number TEN-01-202: A 4-Week, Randomized, Double-Blind, Placebo-Controlled, Dose-Ranging Study to Assess the Safety and Efficacy of Tenapanor for the Treatment of Irritable Bowel

Syndrome with Constipation (IBS-C) in Pediatric Subjects 6 to Less than 12 Years Old (“Study TEN-01-202”).

Study TEN-01-304, Study TEN-01-306 and Study TEN-01-202 are collectively referred to as the “Study” or the “Studies”. The protocols fully detail the clinical research activities and responsibilities to be undertaken in each of the Studies. Ardelyx has contacted Institution and Investigator to determine Institution's and Investigator's interest in participating in the Studies This agreement is entered into to ensure the protection of confidential information belonging to Ardelyx, which will be disclosed to Institution and/ or Investigator by or on behalf of Ardelyx.

Institution and Investigator agree that all information disclosed and all materials provided, whether disclosed to Investigator or Institution, or otherwise, by or on behalf of Ardelyx, including, but not limited to each protocol, any business or technical information of Ardelyx, the identity of Ardelyx, information relating to the study drug, study designs, study costs, and any technology or know-how (collectively, "Confidential Information") shall be used by Institution and Investigator for the sole purpose of determining each of their respective interests in participating in the Study, and not for any other purpose. Institution and Investigator will maintain in strict confidence, and will not use or disclose, except as expressly permitted under this Agreement, any Confidential Information, provided that such obligation shall not apply to information Institution or Investigator can show:

1. was already in its possession at the time of disclosure by or on behalf of Ardelyx;
2. was in the public domain at the time of disclosure by or on behalf of Ardelyx;
3. later becomes part of the public domain through no fault of the Institution or Investigator;
4. was received without an obligation of confidentiality from a third party have the legal right to make such unrestricted disclosure; or
5. was independently developed by the Institution or Investigator.

Neither Institution nor Investigator shall not be prohibited from disclosing Confidential Information if required to do so in order to comply with a legal or administrative proceeding or otherwise to comply with a legal requirement; provided, that Institution or Investigator, as the case

may be, provides Ardelyx with prompt written notice of such required disclosure prior to making such disclosure, and provided, further, that Institution or Investigator, as the case may be, assists Ardelyx, at the expense of Ardelyx, in any efforts to avoid or limit the compelled disclosure of Confidential Information.

Institution and Investigator each agree to use the same degree of care to maintain the confidentiality of all Confidential Information that it uses to maintain the confidentiality of its own information of similar importance, but in no event will it use less than reasonable care. All rights, including, but not limited to, patent rights and trade secrets in the Confidential Information shall remain the property of Ardelyx. Institution and Investigator each agree to return all copies, including summaries and memorandum prepared by Institution or Investigator, of Confidential Information to Sponsor upon request at any time. If Institution or Investigator determine not to participate in the Study, he/she/it shall promptly destroy all Confidential Information provided hereunder.

Each party hereto is entering into this agreement with each other with the understanding that no party will be obligated to enter into any further agreement with another party. Nothing in this agreement shall be construed as granting a license to Institution or Investigator. None of the terms of this agreement shall be amended except in writing signed by both parties.

This agreement shall remain in effect for a period of one (1) year from the Effective Date; provided, however, that the obligations of non-disclosure and non-use hereunder shall continue for a period of seven (7) years from the Effective Date.

Institution and Investigator each acknowledge that any breach of its obligations under this Agreement will cause irreparable harm to Ardelyx and that monetary damages will not be adequate to compensate Ardelyx. Institution and Investigator each acknowledge and agree that Ardelyx shall have the right, in addition to any remedies available at law, to obtain injunctive relief to enforce the terms of this agreement. This agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions.

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(Signature page to follow)

The parties have caused this Agreement to be executed by their duly authorized representatives.

**CHILDREN’S NATIONAL HOSPITAL ARDELYX, INC.**

By: By:

Name: Name:

Title: Title:

Date: Date:

**INVESTIGATOR**

By:

Name: Anil Darbari, M.D.

Date:

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