



PHILIP MORRIS

U.S.A.

120 PARK AVENUE, NEW YORK, N.Y. 10017 TELEPHONE (212) 880-5000

September 12, 1990

Dr. Gilbert C. Rapaille
Rapaille International, Inc.
d/b/a Archetype Studies
1646 Woods Drive
Los Angeles, California 90069

Dear Dr. Rapaille:

Rapaille International, Inc., d/b/a Archetype Studies ("Archetype") has offered to provide certain research services for Philip Morris Incorporated ("PM"). In order for Archetype to provide such services, PM may have to disclose to Archetype certain information that we consider to be proprietary or confidential. Accordingly, PM asks that you confirm, by your signature below, Archetype's agreement to the provisions set out in this letter.

In exchange for the sum of \$10.00, PM's agreement to consider retaining Archetype for certain research services, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Archetype, Archetype agrees as follows:

1. Archetype will hold in strict confidence all information that may be disclosed to Archetype, either orally or in writing, by PM, its employees, or agents in connection with, or incidental to, Archetype's services for PM. Archetype will use any such information only for the benefit and at the direction of PM, and, unless it has secured the prior express written consent of PM, will not disclose such information to any third party, except those of Archetype's employees or agents who have a genuine need to know such information for the performance of Archetype's services for PM, and subject to a suitable undertaking of confidentiality from any such third party.

2. Archetype further agrees to notify PM of Archetype's intent to render similar services in connection with tobacco products to any third party worldwide. Archetype will grant PM

MARLBORO BENSON & HEDGES MERIT VIRGINIA SLIMS PARLIAMENT SARATOGA CAMBRIDGE ALPINE MULTIFILTER

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an opportunity to contract with Archetype on the same or equally advantageous terms as those offered the third party.

3. It is understood that Archetype's obligations under paragraph 1 do not apply to (i) information that Archetype can demonstrate by competent proof to have been in Archetype's possession or publicly available prior to our disclosure of such information to Archetype; or, (ii) information that is furnished to Archetype by a third party as a matter of right without restriction on disclosure and that was not received directly or indirectly from PM.

4. Disclosures initially made orally by PM employees or agents will be confirmed in writing upon Archetype's request in order to enable Archetype to better identify proprietary or confidential information, but shall be considered confidential if no such request is made.

5. Except as otherwise specifically agreed to by Archetype and PM, this agreement shall be binding unless and until superseded by a further written agreement between the parties.

If the foregoing meets with Archetype's approval, please so indicate by countersigning one copy of this letter and returning it to the attention of the undersigned.

Very truly yours,

PHILIP MORRIS INCORPORATED

By: Carly Leung
Title: Director of Consumer Research

ACCEPTED AND AGREED AS OF THE
DATE OF THIS LETTER:

[Signature]
Rapaille International, Inc.
By: Dr. Gilbert C. Rapaille
Title: CEO

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