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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):

April 2, 2008

Cytokinetics, Incorporated

(Exact name of registrant as specified in its charter)

Delaware

000-50633

94-3291317

(State or other jurisdiction  
of incorporation)

(Commission  
File Number)

(I.R.S. Employer  
Identification No.)

280 East Grand Avenue, South San Francisco,  
California

94080

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code:

(650) 624 - 3000

Not Applicable

Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 31, 2008, Cytokinetics, Incorporated (the "Company") entered into a Scientific Advisory Board Consulting Agreement with James Sabry, M.D., Ph.D., in connection with his April 1, 2008 appointment as the non-employee Chairman of the Company's Scientific Advisory Board and a consultant to the Company. A description of the terms of the agreement is provided below in Item 5.02 of this Form 8-K, which is hereby incorporated by reference into this Item 1.01.

On March 31, 2008, the Company entered into an Executive Employment Agreement and an Indemnification Agreement in connection with the March 31, 2008 appointment of Michael Rabson, Ph.D. to the position of Senior Vice President, Business Development & Legal Affairs and General Counsel. A description of the terms of these agreements is provided below in Item 5.02 of this Form 8-K, which is hereby incorporated by reference into this Item 1.01.

**Item 1.02 Termination of a Material Definitive Agreement.**

The Executive Employment Agreement, dated July 14, 2004, by and between the Company and James Sabry terminated on March 31, 2008, as a result of Dr. Sabry's voluntary resignation from the position of Executive Chairman of the Board of Directors of the Company. Following his resignation, Dr. Sabry will be a consultant to the Company, and the Chairman of its Scientific Advisory Board, pursuant to a Scientific Advisory Board Consulting Agreement. A description of the terms of the agreement is provided below in Item 5.02 of this Form 8-K, which is hereby incorporated by reference into this Item 1.02.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Effective March 31, 2008, James Sabry resigned his position as Executive Chairman of the Board of Directors of the Company. Effective April 1, 2008, Dr. Sabry assumed his new position as the non-employee Chairman of the Board of Directors of the Company and his role as Chairman of the Company's Scientific Advisory Board and consultant to the Company. As the non-employee Chairman of the Board of Directors, Dr. Sabry will be eligible to receive an annual retainer of \$40,000 as well as the standard per-meeting attendance fees. The Company and Dr. Sabry also entered into a Scientific Advisory Board Consulting Agreement, effective April 1, 2008, that sets forth the terms of Dr. Sabry's obligations and compensation as Chairman of the Company's Scientific Advisory Board and a consultant to the Company. A copy of this agreement is being filed with this Form 8-K as Exhibit 10.66, and is hereby incorporated by reference into this Item 5.02. Under the agreement, Dr. Sabry will receive a consulting fee of \$30,000 per month from April 1, 2008 through June 30, 2008, and will provide approximately twelve days of consulting services per month during that period. Starting July 1, 2008, Dr. Sabry will receive a monthly consulting fee of \$5,000 per month and will provide approximately two days of consulting services per month. The initial term of the agreement is through December 31, 2008, but the agreement automatically renews for successive one-year terms, subject to termination by either party at any time upon 60 days' notice. In his role as a consultant, Dr. Sabry will retain his currently outstanding vested and unvested stock options, and such options will continue to vest in accordance with their original vesting schedules and terms. During 2008, Dr. Sabry will not be eligible to receive additional stock option grants in his role as a member of the Board of Directors.

On March 31, 2008, Michael Rabson, Ph.D., age 54, was appointed Senior Vice President, Business Development & Legal Affairs and General Counsel of the Company.

Dr. Rabson joined the Company from Maxygen, Inc., a biotechnology company, where he served as General Counsel and Senior Vice President from September 1999 to March 2008. From 1996 to 1999, Dr. Rabson was a member of Wilson Sonsini Goodrich & Rosati, P.C. From 1985 to 1986, he was a patent examiner focused on biotechnology and genetic engineering at the U.S. Patent and Trademark Office. From 1983 to 1985, he was a post-doctoral fellow at the National Cancer Institute, National Institutes of Health. Dr. Rabson received a B.S. in Biological Sciences from Cornell University, a Ph.D. in infectious disease epidemiology from Yale University and a J.D. from Yale Law School.

In conjunction with Dr. Rabson's appointment, he and the Company entered into an Executive Employment Agreement, which is attached hereto as Exhibit 10.67 and incorporated by reference into this Item 5.02, and an Indemnification Agreement in substantially the form entered into between the Company and officers and directors of the Company (a form of which was filed as Exhibit 10.1 to the Company's Registration Statement on Form S-1, SEC File No. 333-112261, declared effective by the Securities and Exchange Commission on April 29, 2004).

Under the terms of the Executive Employment Agreement, Dr. Rabson will be an at-will employee of the Company and will receive an annual salary of \$350,000. In addition, the Company has granted to Dr. Rabson an option to purchase 200,000 shares of the Company's common stock at an exercise price equal to the fair market value of the Company's common stock on the date of grant, March 31, 2008, the last trading day of the month in which he was hired. Dr. Rabson will also be eligible to receive an annual bonus, in the discretion of the Board of Directors, of up to 30% of his annual base salary, pro-rated for his service in 2008.

The Executive Employment Agreement provides for Dr. Rabson to receive salary, bonus and benefits as determined in the discretion of the Board of Directors of the Company. In addition, the agreement provides for Dr. Rabson to receive certain benefits if within the eighteen month period following a change of control of the Company, he resigns for good reason or is terminated by the Company or its successor other than for cause. Upon such qualifying resignation or termination, Dr. Rabson will become entitled to receive: continuing severance payments at a rate equal to his base salary for a period of eighteen months; a lump sum payment equal to his full target annual bonus; acceleration in full of vesting of stock options and restricted stock awards held by Dr. Rabson; the lapse in full of the Company's right of repurchase with respect to restricted shares of

the Company's common stock held by Dr. Rabson; and continued employee benefits until the earlier of eighteen months following the date of termination or resignation or the date Dr. Rabson obtains employment with generally similar employee benefits.

The Company's form of Indemnification Agreement attempts to provide directors and officers of the Company with the maximum protection permitted by Delaware law as it may be amended from time to time. Moreover, the Indemnification Agreement provides for certain additional indemnification. Under such additional indemnification provisions, however, Dr. Rabson will not receive indemnification for judgments, settlements or expenses if he is found liable to the Company (except to the extent the court determines he is fairly and reasonably entitled to indemnity for expenses), for settlements not approved by the Company or for settlements and expenses if the settlement is not approved by the court. The Indemnification Agreement provides for the Company to advance to Dr. Rabson any and all reasonable expenses, including legal fees and expenses, incurred in investigating or defending any such action, suit or proceeding. In order to receive an advance of expenses, Dr. Rabson must submit to the Company copies of invoices presented to him for such expenses. Also, Dr. Rabson must repay such advances upon a final judicial decision that he is not entitled to indemnification.

#### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

The following Exhibits are filed as part of this Current Report on Form 8-K:

Exhibit No. Description

10.66\* Scientific Advisory Board Consulting Agreement, dated April 1, 2008, by and between the Company and James H. Sabry.

10.67 Executive Employment Agreement, dated March 31, 2008, by and between the Company and Michael Rabson.

\* Confidential treatment has been requested for portions of this exhibit. These portions have been omitted from this Current Report on Form 8-K and have been filed separately with the Securities and Exchange Commission.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Cytokinetics, Incorporated

April 2, 2008

By: /s/ Sharon Surrey-Barbari

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*Name: Sharon Surrey-Barbari  
Title: Senior Vice President, Finance and Chief Financial  
Officer*

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Exhibit Index

<b>Exhibit No.</b>	<b>Description</b>
10.66	* Scientific Advisory Board Consulting Agreement, dated April 1, 2008, by and between the Company and James H. Sabry. * Confidential treatment has been requested for portions of this exhibit. These portions have been omitted from this Current Report on Form 8-K and have been filed separately with the Securities and Exchange Commission.
10.67	Executive Employment Agreement, dated March 31, 2008, by and between the Company and Michael Rabson.

CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT HAS BEEN OMITTED AND FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "COMMISSION") PURSUANT TO RULE 24b-2 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

**Confidential**

**CYTOKINETICS, INC.  
SCIENTIFIC ADVISORY BOARD  
CONSULTING AGREEMENT**

This Consulting Agreement (the "Agreement") is made and effective as of April 1, 2008 (the "Effective Date"), by and between Cytokinetics, Inc. (the "Company") and James H. Sabry, M.D., Ph.D., an individual ("Consultant").

WHEREAS, the Company wishes to retain the services of Consultant from time to time to obtain advice regarding the Field of Interest (as defined below); and

WHEREAS, Consultant wishes to provide such services to the Company in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this Agreement, and other good and valuable consideration, the exchange, receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Services.

1.1 The Company hereby retains Consultant as a consultant and advisor to the Company. Consultant's consultation will involve the specialized field of pharmaceutical research and development and related business and corporate development activities (the "Field of Interest") and requires the application of the unique, special and extraordinary skills and knowledge that Consultant possesses in the Field of Interest.

1.2 Consultant hereby agrees to perform the following services for the Company under this Agreement (the "Services"), as requested by the Company:

(i) Chair the Company's Scientific Advisory Board and attend formal meetings with Company's scientists or management or as otherwise designated by Company;

(ii) Mentoring of the Company's staff as assigned;

(iii) During the months of April-June 2008 support smooth transition and implementation of the R&D strategic planning initiative:

(iii) Advise the Company's management, employees and agents, at reasonable times, in matters related to the Field of Interest; and

(iv) Provide such other consultation or advisory services as may be requested by the Company.

1.3 Consultant will provide the Services over the telephone or through written or electronic correspondence as requested by the Company, and will make himself available in person at the Company's offices or other locations at mutually agreeable times. From the Effective Date through June 30, 2008, the parties anticipate that Consultant will provide twelve

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(12) days of consulting per month. Thereafter, parties anticipate that Consultant will provide two (2) days of consulting per month.

1.4 Consultant hereby represents and warrants that he or she will perform the Services using at all times his best professional knowledge, ability, skill, judgment and efforts, in a workman-like manner, and in accordance with the highest standards of competence, diligence and performance.

2. Expenses. The Company will reimburse Consultant's reasonable, documented expenses incurred at the Company's request in connection with the Services (including travel expenses, which will be reimbursed in accordance with the Company's standard travel policy), subject to customary verification in a form reasonably acceptable to the Company. Invoices for expenses and accompanying documentation must be submitted within thirty (30) days of the end of the month in which such expenses were incurred. The Company

will pay correct invoices within thirty (30) days of receipt.

3. Compensation. From the Effective Date through June 30, 2008, Consultant will receive a monthly fee of thirty thousand dollars (\$30,000). Thereafter, Consultant will receive a monthly fee of five thousand dollars (\$5,000). Such fees will be paid in arrears within thirty (30) days from the end of each month during the term of this Agreement, pro-rated for partial months. Travel time is not compensable. The compensation paid under this Section 3 will be deemed full compensation for Consultant's performance of the Services and all other obligations undertaken by Consultant hereunder.

4. Term and Termination. This Agreement will take effect as of the Effective Date and continue for an initial term expiring December 31, 2008, and will then automatically renew for successive one-year terms. Either party may terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to the other party. The obligations of Sections 4, 5, 6.2, 7, 8, 9, 11, 12 and 13 hereof will survive expiration or any termination of this Agreement. Expiration or termination of this Agreement will not relieve either party of any liability or obligation which accrued hereunder prior to the effective date of such termination, nor preclude either party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement, nor prejudice either party's right to obtain performance of any obligation.

#### 5. Inventions.

5.1 Consultant will promptly disclose in writing to the Company's President, or to any other persons designated by the Company, all "Company Inventions." As used herein, "Company Inventions" means all improvements, inventions, designs, formulas, compounds, structures, works of authorship, trade secrets, technology, computer programs, ideas, processes, techniques, know-how, data and information, whether or not patentable or copyrightable, which Consultant, either alone or jointly, makes, discovers, conceives of and/or reduces to practice in the course of or as a result of performing Services, or through use of any Confidential Information (as defined below). Consultant will not disclose Company Inventions to any person outside the Company unless the Company so requests in writing.

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5.2 All Company Inventions and all title, patents, patent rights, copyrights, mask work rights, trade secret rights and other intellectual property and rights anywhere in the world in connection therewith (collectively "Rights") will be the Company's sole and exclusive property. Consultant hereby assigns, and automatically will be deemed to have assigned, to the Company all Rights in and to all Company Inventions.

5.3 Consultant agrees to perform, during and after the term of this Agreement, all acts the Company reasonably deems necessary or desirable to permit and assist it in evidencing, perfecting, obtaining, maintaining, defending and enforcing its Rights in the Company Inventions and/or Consultant's assignment with respect thereto in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance in legal proceedings. If for any reason whatsoever the Company is unable to secure Consultant's signature on any document needed in connection with furthering the purposes of this Section 5.3, Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agents and attorneys-in-fact, to act for and in behalf and instead of Consultant, to execute and file any documents and to do all other lawfully permitted acts to further the purposes of this Section 5.3 with the same legal force and effect as if executed by Consultant.

5.4 Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in various countries where Moral Rights exist, Consultant hereby waives such Moral Rights and consents to any action of the Company that would violate such Moral Rights in the absence of such consent. Consultant will confirm any such waivers and consents as requested by the Company.

#### 6. Third Party Agreements; Segregation of Services.

6.1 Subject to written waivers that the Company may provide upon request and which it will not unreasonably withhold, Consultant will not directly or indirectly, during the term of this Agreement: (i) provide any services in the Excluded Field (as defined below) to any other business or commercial entity, (ii) provide any services for any company that is competitive with the Company, or (iii) participate in the formation of any business or commercial entity in the Field of Interest or otherwise competitive with the Company. Consultant will list in Exhibit A attached hereto all other companies for which Consultant is providing services ("Outside Companies") as of the Effective Date, and will promptly update such list as new engagements arise during the term of this Agreement. As used herein, "Excluded Field" means activities (including, without limitation, pharmacology and clinical applications) relating to: (a) [\*\*\*]; (b) [\*\*\*]; (c) [\*\*\*]; (d) [\*\*\*]; or (e) any other current (as of the Effective Date) or future molecular target, biology or pathway that is the subject of a Company research or development program, provided that if Consultant is unable to commit to exclusivity with respect to any future molecular target, biology or pathway he will promptly inform the Company and the parties will agree upon an appropriate resolution (which may include Consultant's recusal from discussions relating to such molecular target,

biology or pathway).

\*\*\* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

6.2 Consultant will not perform the Services on time that is required to be devoted to any third party. Consultant will not use the funding, resources, materials, personnel or facilities of any third party to perform the Services without the Company's prior written consent, and will not perform the Services in any manner that would give any third party rights or access to any products of the Services. Without limiting the generality of the foregoing, Consultant will: (i) segregate the Services from Consultant's work performed for any third party so as to minimize any questions of disclosure of, or rights under, any intellectual property; (ii) immediately notify the Company in writing if at any time Consultant believes that such questions may result from his or her performance under this Agreement; and (iii) assist the Company in fairly resolving any questions in this regard which may arise. Consultant represents and warrants that he or she has disclosed and immediately will disclose to the Company any conflicts between this Agreement and any other agreements binding Consultant.

6.3 Consultant will not disclose to the Company any information that Consultant is obligated to keep secret pursuant to a confidentiality agreement with a third party, and nothing in this Agreement will impose any obligation on Consultant to the contrary.

6.4 During the term of this Agreement, subject to Consultant's confidentiality obligations to third parties, Consultant will disclose to the Company's President, on a confidential basis, technology and product opportunities which come to Consultant's attention in the Excluded Field, and any invention, improvement, discovery, process, formula or method or other intellectual property relating to or useful in, the Excluded Field, whether or not patentable or copyrightable, and whether or not discovered or developed by Consultant.

7. Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months thereafter, Consultant will not, directly or indirectly, solicit, hire away, or induce to leave any employee or consultant of the Company.

#### 8. Confidentiality.

8.1 As used herein, "Confidential Information" means: (i) any information disclosed to Consultant by or on behalf of the Company, either directly or indirectly, in writing, graphically, electronically, orally or by inspection, including, without limitation, information comprising or relating to any: (a) compound, extract, media, vector, gene, protein, sequence, cell, cell line, formulation, sample or other composition, including, without limitation, any structural information or methods of synthesis relating to any of the foregoing; (b) assay, procedure, algorithm, software program, discovery, invention, model, formula, data, result, idea or technique; (c) trade secret, trade dress, copyright, patent or other intellectual property right or any registration or application therefor or materials relating thereto; or (d) research, development, purchasing, manufacturing, engineering, marketing, servicing, sales, financing, legal or other business or corporate financial activities and/or present or future products, design details or specifications, prices, plans, forecasts, suppliers, clients, customers, employees, consultants or investors; (ii) all information developed by or for Consultant pursuant to the Services, including, without limitation, all Company Inventions; (iii) any information which the Company has received from a third party which the Company is obligated to treat as confidential or proprietary; and (iv) the terms, existence and subject matter of this Agreement. Consultant

acknowledges that the Company's business is extremely competitive, dependent upon the maintenance of secrecy and any disclosure of any Confidential Information would result in serious harm to the Company.

8.2 Consultant will use the Confidential Information only as necessary for the Services, and will not use any Confidential Information in any way detrimental to the Company.

8.3 Consultant will:

(i) hold the Confidential Information and any information derived therefrom in strictest confidence and protect such Confidential Information (including, without limitation, taking at least that level of care Consultant employs with respect to his or her most sensitive confidential materials, but in any event a reasonable level of care);

(ii) maintain all Confidential Information and any information derived therefrom wholly separate from information provided to Consultant by or belonging to any third party;

(iii) not take any Confidential Information or any information derived therefrom into the facilities of any third party;



(iv) not, directly or indirectly, disclose, transfer or otherwise make available any Confidential Information or any information derived therefrom to any third person; and

(v) not copy or reverse engineer any Confidential Information.

8.4 The term “Confidential Information” does not include any information that Consultant can show by competent, written proof:

(i) is or becomes generally known to the public through no improper action or inaction by Consultant;

(ii) was in Consultant’s possession or known to Consultant prior to receipt from the Company; or

(iii) was rightfully disclosed to Consultant by a third party without restriction on further disclosure.

Notwithstanding the foregoing, all Company Inventions will remain at all times Confidential Information.

8.5 Consultant may disclose any Confidential Information that is duly required to be disclosed by law, government regulation or court order. If such disclosure is required, Consultant will give the Company at least 30 days advance written notice, or such advance written notice as is reasonably practicable under the circumstances, to enable the Company to seek confidential treatment of such Confidential Information, whether by protective order or otherwise, and Consultant will cooperate fully with the Company in such efforts.

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8.6 Consultant will notify the Company in writing immediately upon becoming aware of any unauthorized release or other breach of this Section 8.

8.7 Upon the earlier of expiration or termination of this Agreement, or upon the Company’s request, Consultant will promptly return to the Company all materials containing Confidential Information as well as data, records, reports, notes, compilations and other property, whether or not pertaining to Confidential Information, furnished by the Company to Consultant or produced by Consultant in connection with the Services rendered hereunder, together with all copies of any of the foregoing.

8.8 Consultant is not granted any rights under any of the Company’s patent rights, copyrights or other property rights, nor will this Agreement grant Consultant any rights in or to any Confidential Information, except for the purpose of providing Services to the Company.

9. Use of Name. Consultant’s name may appear on the Company’s website as a member of the Company’s scientific advisory board and in certain Company disclosure documents, including, without limitation: (i) those provided to investors, potential investors, advisors, partners and affiliates of the Company; and (ii) those required by securities laws and in other regulatory and administrative filings in the ordinary course of the Company’s business. Consultant will not use the Company’s name without the Company’s prior written consent.

10. No Conflict: Valid and Binding. Each party represents and warrants that neither the execution of this Agreement nor the performance of its obligations under this Agreement will result in a violation or breach of any other agreement by which such party is bound, and that this Agreement is valid and legally binding in accordance with its terms.

11. Compliance with Company Policies. Consultant agrees to fully comply with all of the Company’s then-current policies and procedures, including, without limitation, the Company’s Insider Trading Compliance Program.

12. Anti-Harassment Policy. The Company is committed to providing a work environment free of discrimination and harassment, and discrimination or harassment of any kind is strictly prohibited. Contractor’s engaging in unlawful sexual harassment, other harassment or discrimination on any protected bases may result in the immediate termination of this Agreement.

13. Miscellaneous.

13.1 No Debarment.

(i) Consultant hereby represents and warrants that:

(a) He or she has not been debarred under the Generic Drug Enforcement Act or any similar law or regulation; and

(b) He or she has not been indicted for or convicted of a felony under any applicable law or regulation for conduct: (1) relating to the development or approval, including the process for development or approval, of any drug, product or medical device;

or (2)

otherwise relating to the regulation of any drug product or medical device under the FD&C Act or any similar law.

(ii) Consultant will immediately inform the Company in writing of any debarment, or the commencement of any debarment or like proceedings against Consultant during the term of this Agreement. In such event, the Company may terminate this Agreement effective upon Consultant's receipt of written notice thereof.

13.2 Notices. Any notice provided under this Agreement will be in writing and will be deemed to have been effectively given (i) upon receipt when delivered personally, (ii) one day after sending when sent by private express mail service (such as Federal Express), or (iii) 3 days after sending when sent by regular mail to the following address:

In the case of the Company:

Cytokinetics, Inc.  
280 East Grand Avenue  
South San Francisco, CA 94080  
Attn: President and CEO

In the case of Consultant:

James H. Sabry, M.D., Ph.D.  
[\*\*\*]  
[\*\*\*]

or to other such address as may have been designated by the Company or Consultant by notice to the other given as provided herein.

13.3 Independent Contractor: Withholding. Consultant will at all times be an independent contractor, and as such will not have authority to bind the Company. Consultant will not enter into any agreements or incur any obligations on the Company's behalf. Consultant will not act as an agent nor be deemed to be an employee of the Company for the purposes of any employee benefit program, unemployment benefits, or otherwise. The Company will not withhold any amounts from Consultant's compensation for payment of any federal, state, or local taxes, and Consultant has sole responsibility to pay such taxes, if any, and file such returns as will be required by applicable laws and regulations. To the extent required by laws and regulations of the State of California and the U.S. Government, the Company will report such compensation to the appropriate state and federal regulatory agencies. Consultant hereby indemnifies the Company against any obligation imposed on the Company to pay withholding taxes or similar items or resulting from a court's or governmental entity's determination that Consultant is not an independent contractor to the Company.

13.4 Assignment. Due to the personal nature of the Services to be rendered by Consultant, Consultant may not assign this Agreement. The Company may assign all rights and liabilities under this Agreement to a subsidiary or an affiliate or to a successor to all or a substantial part of its business and assets without Consultant's consent. Subject to the foregoing,

\*\*\* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

this Agreement will inure to the benefit of and be binding upon each of the heirs, assigns and successors of the respective parties. Any purported assignment that does not comport with this Section will be null, void and of no effect.

13.5 Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions will continue in full force and effect.

13.6 Remedies. The remedies provided hereunder are cumulative, and are not exclusive of other remedies available to either party in law or equity. Consultant hereby acknowledges and agrees that in the event of Consultant's actual or threatened breach of this Agreement relating to confidentiality and/or intellectual property, including, without limitation, the actual or threatened disclosure of Confidential Information without the Company's prior express written consent, the Company will suffer an irreparable and continuing injury such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Consultant hereby agrees that, in such event, and in addition to any other remedies that may be available in law, in equity or otherwise,

the Company will be entitled to obtain injunctive relief against such breach or threatened breach of this Agreement without the necessity of proving actual damages or posting bond.

13.7 Governing Law; Dispute Resolution. This Agreement will be governed and construed in accordance with the laws of the State of California as applied to transactions taking place wholly within California between California residents. For any legal action arising from or related to this Agreement, the parties hereby irrevocably: (i) consent and submit solely to jurisdiction and venue of the state and federal courts located in San Francisco County, California; (ii) agree that such courts will be the sole courts utilized; and (iii) waive any jurisdictional or venue objections to such courts, including, without limitation, *forum non conveniens*. The prevailing party in any action to enforce this Agreement will be entitled to costs and attorneys' fees. No provision of this Agreement will be strictly construed against either party, irrespective of which party is deemed to have authored such provision.

13.8 Entire Agreement; Amendment. This Agreement represents the entire understanding of the parties relating to the subject matter hereof and supersedes all prior agreements between the parties relating to such subject matter. This Agreement may only be amended in writing executed by the Company and Consultant. For clarity, this Agreement is not intended to supersede or modify Consultant's fiduciary obligations as a member of the Company's Board of Directors.

13.9 Indemnification. Consultant will indemnify and hold the Company and its directors, officers, employees and agents harmless from and against any and all damages, costs, expenses, losses and other liabilities, including, without limitation, reasonable attorney's fees and court costs, incurred in connection with any claim, action or proceeding arising in connection with Consultant's negligence, intentional misconduct or breach of any obligation, representation or warranty hereunder.

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13.10 Headings. The headings for each Article and Section in this Agreement have been inserted for convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular Article or Section.

13.11 Waiver. Waiver or forbearance by either party or the failure by either party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law will not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof, excepting only as to an express written and signed waiver as to a particular matter for a particular period of time.

13.12 Further Actions. Consultant agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

13.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which will together be deemed to constitute one agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CYTOKINETICS, INC.

By:

/s/ Robert I. Blum

Print Name: Robert I. Blum

Title: President and CEO

Date:

3/27/08

CONSULTANT

By:

/s/ James H. Sabry

Print Name: James H. Sabry, M.D., Ph.D.

Taxpayer I.D. Number:

Date:

3/31/08

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EXHIBIT A

**OUTSIDE COMPANIES**

Arete Therapeutics, Inc.

Prospect Venture Partners

Hopelab

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## CYTOKINETICS, INCORPORATED

## EXECUTIVE EMPLOYMENT AGREEMENT

This Executive Employment Agreement (the "Agreement") is made and entered into by and between Michael Rabson, Ph.D. ("Executive") and Cytokinetics, Incorporated, a Delaware Corporation (the "Company"), effective as of March 31, 2008 (the "Effective Date").

**RECITALS**

WHEREAS: It is expected that the Company from time to time will consider the possibility of an acquisition by another company or other change of control. The Board of Directors of the Company (the "Board") recognizes that such consideration can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of a Change of Control of the Company.

WHEREAS: The Board believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue his or her employment and to motivate Executive to maximize the value of the Company upon a Change of Control for the benefit of its stockholders.

WHEREAS: The Board believes that it is in the best interests of the Company to provide Executive with certain severance benefits upon Executive's termination of employment following a Change of Control. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company notwithstanding the possibility of a Change of Control.

WHEREAS: Certain capitalized terms used in the Agreement are defined in Section 11 below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Term of Agreement. This Agreement will terminate upon the date that all of the obligations of the parties hereto with respect to this Agreement have been satisfied.

2. At-Will Employment. The Company and Executive acknowledge that Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason, including (without limitation) any termination prior to a Change of Control, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement or by law.

3.

**Duties and Scope of Employment**

(a) Positions and Duties. As of the Effective Date, Executive will serve as Senior Vice President, Business Development & Legal Affairs and General Counsel of the Company. Executive will render such business and professional services in the performance of his duties, consistent with Executive's position within the Company, as will reasonably be assigned to him by the Board.

(b) Obligations. During such time as the Executive is employed by the Company, Executive will perform his duties faithfully and to the best of his ability and will devote his full business efforts and time to the Company. During such time as the Executive is employed by the Company, Executive agrees not to actively engage in any other employment, occupation or consulting activity for any material direct or indirect remuneration without the prior approval of the Board.

**4. Compensation**

(a) Base Salary. During such time as the Executive is employed by the Company, the Company will pay Executive an annual salary as determined in the discretion of the Board or any committee thereof. The base salary will be paid periodically in accordance with the Company's normal payroll practices and will be subject to the usual, required withholding. Executive's salary will be subject to review and adjustments will be made based upon the Company's normal performance review practices.

(b) Performance Bonus. Executive will be eligible to receive an annual bonus and other bonuses, less applicable withholding

taxes, as determined by the Board or any committee thereof in the Board's or such committee's sole discretion.

(c) Equity Compensation. Executive will be eligible to receive stock option grants, and other equity compensation awards, as determined by the Board or any committee thereof in the Board's or such committee's sole discretion.

5. Employee Benefits. During the time that Executive is an employee of the Company, Executive will be entitled to participate in the Benefit Plans currently and hereafter maintained by the Company of general applicability to other senior executives of the Company, subject to any eligibility or other terms of such Benefit Plans. The Company reserves the right to cancel or change the Benefit Plans it offers to its employees at any time.

6. Vacation. Executive will be entitled to vacation in accordance with the Company's vacation policy, with the timing and duration of specific vacations mutually and reasonably agreed to by the parties hereto.

7. Expenses. The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in the furtherance of or in connection with the performance of Executive's duties as an employee of the Company, in accordance with the Company's expense reimbursement policy as in effect from time to time.

8.

Severance Benefits.

(a) Involuntary Termination Following a Change of Control. If within eighteen (18) months following a Change of Control (X)(i) Executive terminates his or her employment with the Company (or any parent or subsidiary of the Company) for Good Reason or (ii) the Company (or any parent or subsidiary of the Company) terminates Executive's employment for other than Cause, and (Y) Executive signs and does not revoke a standard release of claims with the Company in a form reasonably acceptable to the Company, then Executive will receive the following severance from the Company:

(i) Severance Payment. Executive will be entitled to (i) receive continuing payments of severance pay (less applicable withholding taxes) at a rate equal to Executive's base salary rate, as then in effect, for a period of eighteen (18) months from the date of such termination, to be paid periodically in accordance with the Company's normal payroll policies; and (B) a lump-sum payment equal to 100% of Executive's target annual bonus as of the date of such termination.

(ii) Equity Awards. All of Executive's then-outstanding equity awards, including, without limitation, stock options and restricted stock awards, will immediately vest and, if applicable, become exercisable, as to 100% of such award.

(iii) Continued Employee Benefits. Executive will receive Company-paid coverage for Executive and Executive's eligible dependents under the Company's Benefit Plans for a period equal to the shorter of (i) eighteen (18) months or (ii) such time as Executive secures employment with benefits generally similar to those provided under the Company's Benefit Plans.

(b) Timing of Severance Payments.

(i) General. Any lump-sum severance payment to which Executive is entitled will be paid by the Company to Executive in cash and in full, not later than ten (10) calendar days after the date of the termination of Executive's employment as provided in Section 8(a), or if later, the effective date of the release of claims, and any other severance payments will be paid in accordance with normal payroll policies as provided in Section 8(a). If Executive should die before all amounts have been paid, such unpaid amounts will be paid in a lump-sum payment to Executive's designated beneficiary, if living, or otherwise to the personal representative of Executive's estate.

(ii) Section 409A.

(1) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A of the Code and the final regulations and any guidance promulgated thereunder ("Section 409A") at the time of Executive's termination (other than due to death), and the severance payable to Executive, if any, pursuant to this Agreement, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Section 409A (together, the "Deferred Compensation Separation Benefits") that are payable within the first six (6) months following Executive's termination of employment, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's termination of employment. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following his termination but prior to the six (6) month anniversary of his termination, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment

schedule applicable to each payment or benefit. Each payment and benefit payable under this Agreement is intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(2) Any amount paid under the Agreement that satisfies the requirements of the “short-term deferral” rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations shall not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above.

(3) Amount paid under the Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that do not exceed the Section 409A Limit shall not constitute Deferred Compensation Separation Benefits for purposes of clause (i) above.

(4) The foregoing provisions are intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(c) Voluntary Resignation; Termination for Cause. If Executive’s employment with the Company terminates within eighteen (18) months following a Change of Control (i) voluntarily by Executive other than for Good Reason or (ii) for Cause by the Company, then Executive will not be entitled to receive severance or other benefits, except for those as may then be established under the Company’s then existing severance and Benefits Plans or pursuant to other written agreements with the Company.

(d) Disability; Death. If the Company terminates Executive’s employment as a result of Executive’s Disability, or Executive’s employment terminates due to his or her death, then Executive will not be entitled to receive severance or other benefits, except for those as may then be established under the Company’s then existing written severance and Benefits Plans or pursuant to other written agreements with the Company.

(e) Termination Apart from Change of Control. In the event Executive’s employment is terminated for any reason, either prior to the occurrence of a Change of Control or after the eighteen (18) month period following a Change of Control, then Executive will be entitled to receive severance and any other benefits only as may then be established under the Company’s existing written severance and Benefits Plans, if any, or pursuant to any other written agreements with the Company.

(f) Exclusive Remedy. In the event of a termination of Executive’s employment within eighteen (18) months following a Change of Control, the provisions of this Section 8 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, whether at law, tort or contract, in equity, or under this Agreement. Executive will be entitled to no benefits, compensation or other payments or rights upon termination of employment following a Change in Control other than those benefits expressly set forth in this Section 8.

#### 9. Conditional Nature of Severance Payments.

(a) Proprietary Information and Invention Assignment Agreement. If Executive is in material breach of the terms of the Proprietary Information and Invention Assignment Agreement, by and between the Company and Executive, dated as of March 31, 2008, as may be amended from time to time, and any successor agreement thereto (in each case, the “Invention Agreement”), including, without limitation, Executive’s obligations of confidentiality and of non-solicitation contained in the Invention Agreement, then upon such breach by Executive: (i) Executive will refund to the Company all cash paid to Executive pursuant to Section 8 of this Agreement; and (ii) all severance benefits pursuant to this Agreement will immediately cease.

(b) Non-Competition. Executive acknowledges that the nature of the Company’s business is such that if Executive were to become employed by, or substantially involved in, the business of a competitor of the Company during the eighteen (18) months following the termination of Executive’s employment with the Company, it would be very difficult for Executive not to rely on or use the Company’s trade secrets and confidential information. Thus, to avoid the inevitable disclosure of the Company’s trade secrets and confidential information, Executive agrees and acknowledges that Executive’s right to receive the severance payments set forth in this Agreement (to the extent Executive is otherwise entitled to such payments) will be conditioned upon Executive not directly or indirectly engaging in (whether as an employee, consultant, agent, proprietor, principal, partner, stockholder, corporate officer, director or otherwise), nor having any ownership interest in or participating in the financing, operation, management or control of, any person, firm, corporation or business that competes with the Company or is a customer of the Company. Notwithstanding the foregoing, Executive may own, directly or indirectly, up to 1% of the capital stock of a company that competes with the Company, provided such capital stock is traded on a national securities exchange or through the automated quotation system of a registered securities association. Upon any breach of this Section, all severance payments pursuant to this Agreement will immediately cease.

(c) Understanding of Obligations. Executive represents that he is fully aware of his obligations under the Invention

Agreement and hereunder, including, without limitation, the reasonableness of the length of time, scope and geographic coverage of any such obligations.

10. Limitation on Payments. In the event that the severance and other benefits provided for in this Agreement or otherwise payable to Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “Code”) and (ii) but for this Section 10, would be subject to the excise tax imposed by Section 4999 of the Code, then Executive’s severance benefits will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits, notwithstanding that all or some portion of such severance benefits may be taxable under Section 4999 of the Code. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 10 will be made in writing by the Company’s independent public accountants immediately prior to Change of Control (the “Accountants”), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 10, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this Section. The Company will bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 10. If there is a reduction pursuant to this Section 10 of the severance benefits to be delivered to Executive, such reduction will first be applied to any cash amounts to be delivered to the Executive under this Agreement and thereafter to any other severance benefits of Executive hereunder.

11. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) “Benefit Plans” means plans, policies or arrangements that the Company sponsors (or participates in) and that immediately prior to Executive’s termination of employment provide Executive and/or Executive’s eligible dependents with medical, dental, vision and/or financial counseling benefits. Benefit Plans do not include any other type of benefit (including, but not by way of limitation, disability, life insurance or retirement benefits). A requirement that the Company provide Executive and Executive’s eligible dependents with coverage under the Benefit Plans will not be satisfied unless the coverage is no less favorable than that provided to senior executives of the Company at the same time during the period Executive is entitled to receive severance pursuant to this Agreement. The Company may, at its option, satisfy any requirement that the Company provide coverage under any Benefit Plan by reimbursing Executive’s premiums under Title X of the Consolidated Budget Reconciliation Act of 1985, as amended (“COBRA”) after Executive has properly elected continuation coverage under COBRA (in which case Executive will be solely responsible for electing such coverage for his eligible dependents).

(b) “Cause” means any of the following: (i) the failure by Executive to substantially perform Executive’s duties with the Company (other than due to Executive’s incapacity as a result of physical or mental illness for a period not to exceed 90 days); (ii) the engaging by Executive in conduct which is materially injurious to the Company, its business or reputation, or which constitutes gross misconduct; (iii) Executive’s material breach of the terms of this Agreement, the Invention Agreement or any other agreements between Executive and the Company; (iv) the material breach or taking of any action in material contravention of the policies of the Company adopted by the Board of Directors or any committee thereof, including, without limitation, the Company’s Code of Ethics, Insider Trading Compliance Program, Disclosure Process and Procedures or Corporate Governance Guidelines; (v) Executive’s conviction for or admission or plea of no contest with respect to a felony; or (vi) an act of fraud against the Company, the misappropriation of material property belonging to the Company, or an act of violence against an officer, director, employee or consultant of the Company; provided, however, that in the event that any of the foregoing events in (i), (iii) or (iv) is capable of being cured, the Company will provide written notice to Executive describing the nature of such event, and Executive will thereafter have thirty (30) business days to cure such event.

(c) “Change of Control” means the occurrence of any of the following:

(i) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the “beneficial owner” (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then outstanding voting securities; or

(ii) Any action or event occurring within a two-year period, as a result of which fewer than a majority of the directors

are Incumbent Directors. “Incumbent Directors” will mean directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company); or

(iii) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(iv) The consummation of the sale, lease or other disposition by the Company of all or substantially all the Company’s assets.

(d) “Disability” means that Executive has been unable to perform his Company duties as the result of his incapacity due to physical or mental illness, and such inability, at least twenty-six (26) weeks after its commencement, is determined to be total and permanent by a physician selected by the Company or its insurers and reasonably acceptable to Executive or Executive’s legal representative. Termination resulting from Disability may only be effected after at least thirty (30) days’ written notice by the Company of its intention to terminate Executive’s employment. In the event that Executive resumes the performance of substantially all of his or her duties hereunder before the termination of his or her employment becomes effective, the notice of intent to terminate will automatically be deemed to have been revoked.

(e) “Good Reason” means any of the following unless such event is agreed to, in writing or as set forth below, by Executive: (i) a material reduction in Executive’s compensation (including salary or benefits, but excluding the substitution of substantially equivalent compensation and benefits), other than as a result of a reduction in compensation affecting employees of the Company, or its successor entity, generally; (ii) a material diminution of Executive’s duties or responsibilities relative to Executive’s duties and responsibilities in effect immediately prior to the Change of Control, provided however, that, in the case of the Company being acquired and made part of a larger organization, a change in Executive’s title or reporting requirements where Executive’s duties, responsibilities and authority after the Change of Control are functionally similar to Executive’s duties, responsibilities and authority prior to the Change of Control (as, for example, when the Vice-President, Sales of the Company remains responsible for sales of the Company’s products following a Change of Control but is not made the Vice President, Sales of the acquiring corporation) will not constitute “Good Reason;” (iii) a material change in the geographic location at which Executive must perform services (in other words, the relocation of Executive’s place of employment to a location more than 50 miles from the Company’s office location at the time of the Change of Control); and (iv) failure of a successor entity in any Change of Control to assume and perform under this Agreement. If any of the events set forth above will occur, Executive will give prompt written notice of such event to the Company, or its successor entity, and if such event is not cured within thirty (30) days from such notice Executive may exercise Executive’s rights to resign for Good Reason, provided that if Executive have not exercised such right within forty-five (45) days of the date of such notice Executive will be deemed to have agreed to the occurrence of such event.

(f) Section 409A Limit. “Section 409A Limit” means two (2) times the lesser of: (i) Executive’s annualized compensation based upon the annual rate of pay paid to Executive during the Company’s taxable year preceding the Company’s taxable year of Executive’s termination of employment as determined under Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive’s employment is terminated.

12. Invention and Arbitration Agreements. Executive agrees and acknowledges that the terms and conditions of the Invention Agreement and the Arbitration Agreement by and between Executive and the Company dated March 31, 2008 (the “Arbitration Agreement”) will continue in full force and effect and Executive agrees to abide by the terms thereof.

### 13. Successors.

(a) The Company’s Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term “Company” will include any successor to the Company’s business and/or assets which executes and delivers the assumption agreement described in this Section 13(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) The Executive’s Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.



#### 14. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its Chief Financial Officer.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason or as a result of a voluntary resignation will be communicated by a notice of termination to the other party hereto given in accordance with Section 14(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the giving of such notice).

#### 15. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor, except as otherwise contemplated in this Agreement, will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement, the Invention Agreement and the Arbitration Agreement, constitute the entire agreement of the parties hereto and supersedes in their entirety all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. No future agreements between the Company and Executive may supersede this Agreement, unless they are in writing and specifically designate that they are amending this Agreement.

(e) Choice of Law. The laws of the State of California (without reference to its choice of laws provisions) will govern the validity, interpretation, construction and performance of this Agreement.

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income and employment taxes.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below, to be effective as of the Effective Date.

COMPANY:

CYTOKINETICS, INCORPORATED

By: /s/ James H. Sabry  
Title: Executive Chairman of the Board of Directors  
Date: March 31, 2008

EXECUTIVE:

By: /s/ Michael Rabson, Ph.D.  
Title: Senior Vice President, Business Development & Legal Affairs and  
Date: General Counsel  
March 31, 2008