

## AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL INFORMATION

Between

of

("Receiver")

and

**Orthoscopies Limited** whose Registered Office is at  
Impstone House, Pamber Road, Silchester, Reading, Berkshire RG7 2NU,  
United Kingdom  
 ("**Orthoscopies**")

**Receiver** has been informed that **Orthoscopies** is in possession of certain confidential commercial (inter alia including the terms of a franchise agreement) and technical information relating to the use of Equipment and Methods for use in prescribing and assessing the benefit of tinted lenses (the "**Orthoscopies Portfolio**"), which **Orthoscopies** considers confidential (the "**Confidential Information**") and in which **Orthoscopies** claims to have a proprietary interest. **Receiver** understands that **Orthoscopies** is willing to disclose certain aspects of the **Confidential Information** to **Receiver** for the purposes of **Receiver's** evaluation and determination of **Receiver's** possible interest in purchasing a licence on terms to be agreed for the use of the **Orthoscopies Portfolio**.

In consideration of disclosure by **Orthoscopies** to **Receiver** of information about the **Orthoscopies Portfolio**, **Receiver** agrees to receive such information, during the term of this **Agreement**, on the following basis:

**Receiver** will

- (a) hold in confidence all such information and ensure that its employees and agents abide by this **Agreement** and will not disclose the same to any third party without the written consent of **Orthoscopies**.
- (b) use such information only to determine the technical and economic feasibility of the information.
- (c) recognise the prior rights of **Orthoscopies** should any patent protection be sought by **Orthoscopies** or its assigns in relation to such information.
- (d) defer from taking steps to anticipate any rights in respect of such information which **Orthoscopies** may seek.
- (e) only make a copy of confidential information received from **Orthoscopies**, in order to provide this to its professional advisors.
- (f) at the request of **Orthoscopies**, return all confidential materials and any copy thereof to **Orthoscopies**, within 14 days of such request.

except that, the above undertaking will not apply to information which

- (a) at the time of disclosure is in the public domain;
- (b) after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this **Agreement** by **Receiver**;
- (c) **Receiver** can establish by competent proof was in its possession at the time of disclosure by **Orthoscopics**, and which was not acquired, directly or indirectly, from **Orthoscopics**;
- (d) is received by **Receiver** from a third party, provided, however, that such information was not obtained by said third party, directly or indirectly, from **Orthoscopics**; and

**Orthoscopics** represents that it has the right to disclose said information and agrees to do so subject to the above conditions.

The term of this **Agreement** shall commence with effect from the date of signature by **Receiver** and expire five years after the last disclosure of confidential information about the **Orthoscopics Portfolio** provided hereunder

Signed .....

Signed .....

Name:

Name:

Director

Position:

for **Orthoscopics Limited**

for

Date .....

Date .....