

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 2010

BETWEEN

A.B.N _____ ("**VENDOR**")

AND

EYECARE PARTNERS LIMITED

A.C.N. 006 505 880, the registered office of which is located at 232 Bay Street, Brighton VIC 3186 ("**EPL**")

BACKGROUND:

- A. The VENDOR and EPL wish to discuss the possibility of a business arrangement which would result in the purchase of the businesses of VENDOR by EPL (the "Purpose").
- B. In order to fully discuss the Purpose each party wishes to have access to the other's confidential information.
- C. The parties have undertaken to keep all information or material confidential and to take security precautions to prevent unauthorised disclosure.
- D. Each of the VENDOR and EPL have duly authorised one of its senior officers to execute this agreement on its behalf.

IN CONSIDERATION of each party agreeing to provide confidential information to the other

IT IS HEREBY AGREED

1. Each party shall keep confidential and shall not disclose or make available directly or indirectly to any third party all information and material of whatever nature and in whatever medium belonging to or held by the other party (the "Discloser") which is communicated, or becomes available to, or accessible by that party (the "Recipient") in respect of any discussion or activity related to the Purpose (including where relevant customer information and information relating to the Discloser's subsidiary and related companies), which a reasonable person in the position of the Recipient would consider to be of a confidential nature (each party's "Confidential Information"). Such information shall not include information that:
 - is or has been independently developed or legally acquired independently of this agreement;
 - is or becomes publicly available without breach of this agreement; or
 - is disclosed by the Recipient in accordance with any written approval from the Discloser.
2. All Confidential Information shall remain strictly confidential until such time as it becomes known to the Recipient without restriction through a legally available public source.
3. The Recipient shall
 - 3.1. only disclose Confidential Information with the consent of the Discloser; and
 - 3.2. only disclose Confidential Information to those of its advisers to the extent such persons legitimately need access to it in order for the Recipient to carry out the purpose or purposes for which the Confidential Information was disclosed by the Discloser to it; and
 - 3.3. inform its advisers of the confidential nature of the Confidential Information and ensure that they are under binding obligations no less restrictive than those contained in this deed to keep that information confidential.
4. Neither party shall use or access the other's Confidential Information for any reason except as is necessary for the Purpose.
5. Upon termination or completion of the Purpose or at any time upon the request of the Discloser, the Recipient shall deliver to the Discloser any Confidential Information in the Recipient's possession

which is reasonably capable of being delivered and shall delete, erase, or otherwise destroy any Confidential Information which is not reasonably capable of delivery to the Discloser. The parties may retain one copy of the Confidential Information for their legal records.

- 6. The Recipient shall, given the exact nature of each item of Confidential Information and the medium in which it disclosed, take all reasonable precautions to maintain the confidentiality of the Confidential Information and to protect it from unauthorised access or use.
- 7. The Recipient may disclose Confidential Information to the extent required to comply with any applicable law or legally binding order of any court, government, semi-government authority, administrative or judicial body. However, the Recipient must also give the Discloser prompt notice containing reasonable details of the circumstances of the proposed disclosure and relevant Confidential Information to be disclosed.
- 8. Neither party shall publicise its relationship with the other in respect of the Purpose or disclose any matter related to it without the other's specific prior written consent.
- 9. The terms of this Agreement are in addition to all other obligations of the parties and where any inconsistency occurs, the provisions of this Agreement shall prevail.
- 10. If for any reason a provision of this Agreement or part of one shall be illegal, invalid or unenforceable in any jurisdiction it shall be read down or severed to the extent necessary so that it may not be so construed. The illegality, invalidity or unenforceability of any provision, or part of one, in any jurisdiction shall not affect the legality, validity or enforceability of any other provision, or of that provision in any other jurisdiction.
- 11. Any dispute or difference whatsoever arising out of or in connection with this contract shall be and is hereby submitted to arbitration in accordance with, and subject to, the UNCITRAL Arbitration Rules. The appointing and administering body shall be The Institute of Arbitrators and Mediators Australia (IAMA). There shall be one arbitrator, the language of the arbitration shall be English, the place of the arbitration shall be Melbourne.
- 12. This agreement shall expire on the date that is twenty-four (24) months from the date of this Agreement.
- 13. This Agreement shall be governed by the laws of Victoria.

THIS AGREEMENT has been entered into by the parties on the date first recorded above.

SIGNED BY)
 in the presence of:)

Witness

SIGNED for and on behalf of)
 Eyecare Partners Limited)
 by its duly authorised officer)
 in the presence of:)

Witness

SCHEDULE 1

CONFIDENTIALITY UNDERTAKING

Name of Further Recipient		
Capacity in which Confidential Information is to received		
Confidentiality Agreement	Confidentiality Agreement between Partners Limited dated	and Eyecare

Name of Discloser
BY THIS UNDERTAKING the Further Recipient, for the benefit of The Discloser, acknowledges that it has read and agrees to be bound by the obligations as set out in the Confidentiality Deed as if it were a party to the Confidentiality Deed in the capacity of and named as the Recipient.

SIGNED SEALED and DELIVERED by the said)
in the presence of:).....
)

.....
Witness

.....
Dated