



## CONFIDENTIAL DISCLOSURE AGREEMENT

THIS AGREEMENT, effective \_\_\_\_\_ (the “Effective Date”) is between **Ardare Corporation, a California Corporation, d/b/a Corcoran Consulting Group**, with offices at 560 East Hospitality Lane, Suite 360, San Bernardino, CA, 92408 hereinafter referred to as “Corcoran” and \_\_\_\_\_ (Name), hereinafter referred to as “Client”, shall govern the disclosure of certain information as listed within this document.

### BACKGROUND

WHEREAS, Corcoran has done extensive research on the third party payer reimbursement associated with Femtosecond Laser Refractive Cataract Surgery; and

WHEREAS, Corcoran has produced a monograph on this subject; and

WHEREAS, Client wishes to receive information related to Corcoran’s monograph Practice Management Considerations for Refractive Cataract Surgery using Femtosecond Laser (the “Monograph”); and

WHEREAS, Client is willing to receive the Monograph with the provision that it remain proprietary between Corcoran and the Client. Client agrees as follows:

### DEFINITION OF INFORMATION

Corcoran possesses certain proprietary information assembled for the purpose of sale to interested parties. All information or advice related to the Monograph that is given to the Client during the term of this Agreement and is marked as “confidential” or “proprietary,” or which might otherwise reasonably be considered to be confidential to Corcoran including without limitation, the proprietary Corcoran-produced attachments to the Monograph. Proprietary Information shall not include information that:

- (a) was legally in the possession of Client prior to obtaining the Monograph; or
- (b) is currently available to the public, or becomes available to the public through no act or failure to act of Client;
- (c) is received by Client from a third party without breach of an obligation of confidence owed by third party.

The burden of proof of the foregoing exceptions shall rest upon Client and shall require clear and convincing evidence.

## **USE OF INFORMATION**

Client agrees to utilize best efforts possible to safeguard the Proprietary Information from loss, theft, destruction, or the like. Client is free to act or not act on the advice within the Monograph, and to internally disclose the contents and advice within the Monograph with those members of Client's organization who have a need to know and an obligation to protect it. Use of the Monograph shall not be solely construed as an agreement for any other service or product from Corcoran. No rights or obligations other than expressed herein are to be implied from this Agreement.

## **LIMITATION ON DISCLOSURE**

Client shall not disclose Proprietary Information within the Monograph to any third party. Client shall not make copies of the Monograph except as reasonably necessary to accomplish acting on the intended advice within the Monograph. All copies must include all of the proprietary notices included on the original.

## **ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

## **TERMINATION**

This Agreement shall remain in force and effect until such time that the Proprietary Information disclosed hereunder is publicly disclosed and becomes a part of the public domain other than through acts of Client, but in any event shall expire with respect to Proprietary Information two (2) years from the Effective Date.

## **REPRESENTATIONS**

Client represents that they have the full right to enter into this Agreement and to assume the obligations thereof.

## **PRIOR AGREEMENT**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and no modifications of this Agreement shall be valid or binding unless reduced to writing and duly executed by both parties. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the State of California, without regard to its conflict of laws provision.

## **ENTIRE AGREEMENT AND CONSTRUCTION**

This Agreement constitutes the final, complete, and exclusive statement of terms of the agreement between the parties pertaining to the subject matter of this Agreement. It supersedes any prior or

contemporaneous understandings or agreements of the parties relating thereto. No modification or waiver of any of the provisions of this Agreement shall be valid unless made in writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have indicated their acceptance of the terms of this Agreement by the signatures set forth below on the dates indicated. Each individual signing for a corporate entity hereby personally warrants his or her legal authority to bind that entity.

Corcoran Consulting Group  
560 East Hospitality Lane, Ste. 360  
San Bernardino, CA 92408

Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/ZIP: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_