

CONFIDENTIALITY AND USER AGREEMENT FOR
RENU PLAINTIFFS' MDL WEBSITE

In re: Bausch & Lomb, Inc. Contact Lens Solution Products Liability Litigation,
MDL-1785 (D.S.C.)

I, _____, by signing this Agreement below, agree to be bound by the following confidentiality provisions concerning the password-protected portions of the ReNu Plaintiffs' MDL-1785 Website (the "Website"), which is operated and maintained by the Plaintiffs' Executive Committee (the "Executive Committee").

1. I acknowledge and agree that information contained within the Website shall only be used for the purposes of prosecuting a case pending in the MDL styled, *In re: Bausch & Lomb, Inc. Contact Lens Solution Products Liability Litigation*, MDL-1785 (D.S.C.) (the "ReNu MDL"), and not for any other purpose, including any other litigation or judicial proceedings, or any business, governmental, commercial, or administrative purpose or function, unless I have obtained prior express written authorization from the Executive Committee.

2. I acknowledge and agree that the information contained within the Website contains attorney work product and is highly confidential. Attorney work product shall be defined in the broadest manner possible and includes, but is not limited to, those matters and materials described in Federal Rule of Civil Procedure 26(b)(3).

3. I acknowledge and agree that I have (or my law firm has) filed a ReNu products liability lawsuit in a United States District Court, or that I am working with the Plaintiffs' Steering Committee (the "Steering Committee").

4. I acknowledge and agree that at all times, and notwithstanding any termination of the ReNu litigation, I will hold in strict confidence and not disclose to any third party the attorney work product from the Website without the prior express written authorization of the Executive Committee.

5. I acknowledge and agree that I will take reasonable precautions to ensure that the attorney work product from the Website is not shared with any third parties, including, but not limited to, any defendants, defense counsel, treating physicians, fact witnesses, expert witnesses or consultants, plaintiffs' co-counsel (other than co-counsel approved by the Executive Committee to have access and who have signed this Agreement), the media, or the public, unless I obtain prior written authorization from the Executive Committee.

6. I acknowledge and agree that I shall only permit access to attorney work product from the Website to those of my employees or staff who have a need to know the information for the purposes of this MDL litigation, and that I shall inform them of the

confidential nature of the materials and take all reasonable precautions to ensure they abide by the terms of this Agreement and do not disclose the information to any unauthorized third party.

7. I acknowledge and agree that if I am given a password to access the Website, I will not share my password with anyone, including my staff. I acknowledge and agree that if any of my staff is to have access to the Website, they shall register separately with the Executive Committee.

8. I acknowledge and agree that the Executive Committee can monitor my use of the Website, and that I will cooperate with the Executive Committee in answering any questions they may have to determine whether unauthorized users have used my password to gain access to the Website.

9. I acknowledge and agree that if I become aware of any unauthorized use of the Website, I will immediately report such unauthorized use to the Executive Committee.

10. I acknowledge and agree that I will report to the Executive Committee any and all disclosures of attorney work product from Website to unauthorized parties, whether such disclosure is intended or inadvertent. I further acknowledge and agree that should any proceeding be instituted by any court or governmental body for disclosure of attorney work product from Website, I will immediately report the institution of such proceeding to the Executive Committee.

11. I acknowledge and agree that the work product contained in the Website is and shall be at all times hereafter the property of the Executive Committee.

12. I acknowledge and agree that the Executive Committee may revoke my access to the Website at any time for any reason.

13. I acknowledge and agree that by granting me access to the attorney work product within the Website, the Executive Committee does not intend to waive any work product privilege or protection that may apply to the materials contained therein, and access to the Website is subject to the joint prosecution privilege and any other privilege, statute, order or law that may apply.

14. I acknowledge and agree that I have read and will comply with the Confidentiality Order entered in the MDL on January 24, 2007.

15. I agree to any common benefit holdback or assessment from settlement or judgment proceeds that may be ordered by the Court in MDL-1785.

I acknowledge and agree to the foregoing as a condition precedent to any approval for me to be issued a password and to access the password-protected information contained within the Website.

Dated: _____

Name: _____

Law Firm: _____

Phone Number: _____