

CONFIDENTIAL DISCLOSURE AGREEMENT

Effective Date: _____.

In order to protect certain confidential information, Agilent Technologies, Inc. and its corporate affiliates ("Agilent") and _____ and its corporate affiliates (the "Participant") agree that:

1. **Disclosing Party**: The party disclosing confidential information ("Discloser") is both parties.
2. **Primary Representative**: Each party's representative for coordinating disclosure or receipt of confidential information is:

Agilent: Corporate Development (Tamara Gordon) and their designees.

Participant: _____ and his designees.

3. **Description of Confidential Information**: The confidential information disclosed under this Agreement is described as business, financial, technical, product, marketing, sales and support, customer, supplier, employee and strategic information of each party.

4. **Use of Confidential Information**.

(a) The party receiving confidential information ("Recipient") shall make use of the confidential information only for the purpose of evaluating, negotiating and closing a potential acquisition of certain assets of Agilent's OSI business.

(b) The Recipient shall not make any disclosure that it is having or has had discussions concerning a possible transaction with the other party, that it has received confidential information of the other party, that it is considering a possible transaction with the other party or the subject matter of the negotiations or proposed business relationship, including the status thereof; provided, however, that the Recipient may make such disclosure if it has received the advice of counsel that such disclosure must be made by it in order that it not commit a violation of law and, prior to such disclosure, it promptly advises and consults with the Discloser and the Discloser's legal counsel concerning the confidential information the Recipient proposes to disclose.

(c) Each party agrees that the other party may disclose any of the confidential information to its own directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) (collectively, "Representatives") who need to know such information for the sole purpose described in subparagraph (a) above and who agree to keep such information confidential in accordance with the terms hereof. Each party will cause its Representatives to observe the terms of this Agreement and will be responsible for any breach of the Agreement by any of its Representatives.

5. **Confidentiality Period**: This Agreement and Recipient's duty to hold confidential information in confidence expires on the third anniversary of the Effective Date.

6. **Disclosure Period**: This Agreement pertains to confidential information that is disclosed between the Effective Date and the first anniversary of the Effective Date.

7. Standard of Care: The Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

8. No Marking: Recipient's obligations shall extend to any confidential information of the kind described in Section 3 above, regardless of whether it is marked as "confidential" or otherwise described as being confidential.

9. Exclusions: This Agreement imposes no obligation upon the Recipient with respect to information that:

- (a) was in Recipient's possession before receipt from the Discloser;
- (b) is or becomes a matter of public knowledge through no fault of the Recipient;
- (c) is rightfully received by the Recipient from a third party without a duty of confidentiality;
- (d) is independently developed by the Recipient;
- (e) is disclosed by the Recipient with the Discloser's prior written approval; or
- (f) is disclosed under operation of law;

provided, however, that, with respect to subparagraph (f) above, in the event that the Recipient or anyone to whom the Recipient transmits any confidential information in accordance with this Agreement is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any confidential information of the Discloser, the Recipient will give the Discloser prompt written notice of such request or requirement so that the Discloser may seek an appropriate protective order or other remedy or waive compliance with the provisions of this Agreement, and the Recipient will cooperate with the Discloser to obtain such protective order; and, provided further, that, in the event that such protective order or other remedy is not obtained or the Discloser waives compliance with the relevant provisions of this Agreement, the Recipient (or such other persons to whom such request is directed) will furnish only that portion of the confidential information which, in the opinion of the Recipient's counsel, is legally required to be disclosed and, upon the Discloser's request, use the Recipient's commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.

10. Warranty:

(a) Each party warrants that it has the right to make the disclosures under this Agreement.

(b) Although each party has endeavored to include in the confidential information such information known to it which it believes to be relevant for the purpose of the other party's evaluation, each party understands and agrees that neither the other party nor any of the other party's affiliates, agents, advisors or representatives (i) has made or is making any representation or warranty, expressed or implied, as to the accuracy or completeness of the confidential information, or (ii) shall have any liability whatsoever to the other party or any of the other party's Representatives relating to or resulting from the use of the confidential information or any errors therein or omissions therefrom unless and until a definitive

agreement between the parties is executed and delivered containing specific terms relating thereto, other than for the matters specifically agreed to herein.

11. Rights: Neither party acquires any intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in Section 4. This Agreement shall not restrict reassignment of the Recipient's employees.

12. Potential Transaction: The Participant understands that: (i) Agilent shall conduct the process for a possible transaction as Agilent in its sole discretion shall determine (including without limitation negotiating with any prospective buyer and entering into definitive agreements without prior notice to the Participant or any other person), (ii) any procedures relating to such a transaction may be changed at any time without notice to the Participant or any other person, (iii) Agilent shall have the right to reject or accept any potential buyer, licensee, proposal or offer, for any reason whatsoever, in its sole discretion, and (iv) neither the Participant nor any of the Participant's Representatives shall have any claims whatsoever against Agilent or any of its directors, officers or other employees, shareholders, owners, affiliates or agents arising out of or relating to any such transaction (other than those against the parties to a definitive agreement with the Participant in accordance with the terms thereof). The Participant agrees that unless and until a definitive agreement between the parties with respect to any such transaction has been executed and delivered, neither of the parties will be under any legal obligation of any kind whatsoever with respect to such transaction.

13. Return of Confidential Information: If the parties together agree that they do not, or either party on its own decides and so notifies the other party in writing that it does not, desire to proceed with a transaction, each party, upon the other party's written request shall use reasonable efforts to return to the other party such other party's confidential information and all copies and analyses thereof; provided, however, that a party instead may destroy all of the other party's confidential information and copies and analyses thereof, in which event the party shall provide the other party written certification of such destruction; and, provided further, that each party may keep one copy of the other party's confidential information and any analyses thereof in the archives of its own legal department. Notwithstanding the return or destruction of the other party's confidential information and copies and analyses thereof, each party will continue to be bound by the obligations of confidentiality and other obligations hereunder.

14. Non-Solicitation: Until the earliest of (i) the execution by the parties hereto of a definitive agreement regarding a transaction; or (ii) twelve months after the termination of discussions between the parties regarding this proposed transaction, (i) employees of the parties who are directly and actively participating in this proposed transaction and (ii) employees who become aware of the employees of the other party through employees directly and actively participating in this proposed transaction will not solicit for employment any employees of the other party or its affiliates with whom such employees have had contact or who were identified to such employees solely in connection with the proposed transaction, except with the express permission of the other company; provided, however, that the foregoing provision shall not prevent either party from (i) employing any employee who contacts such party, directly or indirectly through an intermediary, at his or her own initiative without any direct or indirect solicitation by or encouragement from such party; or (ii) placing advertisements in any media consistent with such party's past practices or using recruiters, provided such recruiters have not been directed, either directly or indirectly, to contact the other party's employees.

15. Miscellaneous

(a) This Agreement imposes no obligation on either party to purchase, sell, license, transfer or otherwise dispose of any technology, services or products.

(b) Both parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and shall not export or reexport any technical data, any products received from Discloser, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

(c) This Agreement does not create any agency or partnership relationship.

(d) All additions or modifications to this Agreement must be made in writing and must be signed by all parties.

(e) No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise of any right, power or privilege hereunder.

(f) In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

(g) Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any state or federal court sitting in Northern District of California over any suit, action or proceeding arising out of or relating to this Agreement. Each party hereby agrees that service of any process, summons, notice or document by U.S. registered mail addressed to it shall be effective service of process for any action, suit or proceeding brought against it in any such court. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each party agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon it and may be enforced in any other courts to whose jurisdiction it is or may be subject, by suit upon such judgment. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to choice of law provisions.

(h) This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof.

AGILENT TECHNOLOGIES, INC.

PARTICIPANT

[INSERT FULL LEGAL NAME]

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____