

**KENTUCKY ACADEMY OF EYE PHYSICIANS AND SURGEONS, INC. (KAEPS)
CONFLICTS OF INTEREST AND
CONFIDENTIAL INFORMATION AGREEMENT**

As a member ("Member") of either the Board of Directors of the Kentucky Academy of Eye Physicians and Surgeons, Inc. ("KAEPS") or one of KAEPS's committees, and in recognition of the undersigned's leadership position within KAEPS, the receipt of confidential information while associated with KAEPS and other good and valuable consideration, the undersigned agrees as follows:

Section 1. Conflicts of Interest. Each member of KAEPS's board, committees and staff, shall strive to avoid any conflict between his or her own respective individual interests and the interests of KAEPS in each action taken on behalf of KAEPS.

If any such person (a) stands to derive personal gain or benefit from a transaction with KAEPS or (b) has any direct or indirect interest in or relationship with any individual or organization which

- (i) may be seen as competing with the interests or concerns of KAEPS; or
- (ii) proposes to render or employ services, personal or otherwise, to KAEPS or to employ any members of its board, committee or staff, or
- (iii) proposes to enter into any financial transaction with KAEPS,

such person shall give immediate notice of such interest or relationship to the Board of KAEPS and shall refrain from voting or otherwise attempting to affect any decision for KAEPS to participate or not to participate in such transaction and the manner or terms of such participation. Once the Board of Directors is notified of a potential or actual conflict of interest, the Board may determine that the person may continue his or her KAEPS duties or activities, subject to appropriate limitations with regard to the conflict matter.

Minutes of appropriate meetings should reflect that such disclosure was made and that such person abstained from voting and absented him or herself from the final review and vote on the matter. However, such person should not be prevented from briefly stating his or her position on the matter or from answering pertinent questions from Board or committee members or from staff if that person's knowledge on the matter may be helpful in reaching a decision.

KAEPS strongly encourages each member of its Board, committees and staff to consider all personal and professional affiliations in light of their leadership positions within KAEPS.

Section 2. Statements, Actions and Affiliations. No member of KAEPS's board, committees or staff shall issue a report, make a public announcement or publicly advocate a position in the name of the KAEPS without the express approval of the Executive Committee or the Board of Directors.

Member agrees to refrain from statements and actions which are in conflict, or which may be perceived to be in conflict, with KAEPS's policies and positions unless the individual clearly states that his or her statement or action does not reflect an official position or policy of KAEPS and that he or she has no authority to speak for KAEPS.

All members of KAEPS's board, committees and staff shall consider all statements, actions and affiliations in light of their leadership positions within KAEPS because such statements, actions and affiliations may affect KAEPS's public perception and credibility.

Section 3. Confidential Information. Except for necessary disclosures made in the ordinary course of the performance of Member's services to KAEPS and except as is otherwise expressly authorized by KAEPS in writing, Member agrees and promises that Member will not, during the term of his or her service on the Board of Directors or committee or at any time thereafter, directly or indirectly disclose or use, on Member's own behalf or on behalf of any third party, whether as an agent, officer, director, principal, consultant, or partner, confidential information of KAEPS; provided, however, that this Section 3 shall not preclude Member from use or disclosure of information known generally to the public (provided that Member was not, without KAEPS's consent, directly or indirectly responsible for such information becoming known generally to the public) or from disclosure required by law or court order.

Section 4. Remedies. Member acknowledges that any breach of Member's obligations under Section 3 of this Agreement would cause irreparable damage to KAEPS, that such damage would be incapable of precise measurement, and that no adequate remedy at law would exist for such breach. Therefore, Member agrees that, in the event or threat of a breach of Section 3 of this Agreement by Member, KAEPS shall, in addition to all other remedies available, be entitled to injunctive relief. Additionally, Member agrees that KAEPS shall be entitled to recover from Member KAEPS's costs and expenses, including reasonable attorneys' fees, incurred in successfully enforcing this Agreement.

Section 5. Severability. Should any clause, portion or section of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement. Should any particular covenant in this Agreement be held unreasonable or unenforceable for any reason, including, without limitation, the time period or scope of activity covered by such covenant such covenant shall be given effect and enforced to whatever extent would be reasonable and enforceable.

Section 6. Governing Law. This Agreement shall be construed in accordance with and governed by Kentucky law. The provisions of this Agreement are intended to supplement, but not displace, their respective rights and responsibilities under the Kentucky Uniform Trade Secrets Act as such statute may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Conflicts of Interest and Confidential Information Agreement this _____ day of _____, 20__.

Signature

Printed Name