

Consent to certain actions for the purposes of the Initial Enforcement Order made by the Competition and Markets Authority ('CMA') on 19 September 2014

Completed acquisition by Coopervision (UK) Holdings Limited of Sauflon Pharmaceuticals Limited

We refer to [your] email of 9 October 2014 requesting that the CMA consents to derogations to the Initial Enforcement Order of 19 September 2014 (the 'Initial Order'). Under the Initial Order, save for written consent by the CMA, provision was made that The Cooper Companies, Inc. and Coopervision (UK) Holdings Limited ('Cooper') will hold separate the Cooper Business from the Sauflon Business (as defined in the Initial Order respectively). After due consideration of your request for derogations from the Initial Order, Cooper may carry out the following actions, in respect of the specific paragraphs:

Paragraphs 4(a) and 5(a) of the Initial Order

Pursuant to paragraphs 4(a) and, in particular, 5(a) of the Initial Order, during the specified period (as defined in the Initial Order), Cooper shall procure that, except with the prior written consent of the CMA, the Sauflon Business is carried on separately from the Cooper Business.

The CMA consents to the following actions (subject to the agreed safeguards set out below):

1. Cooper supporting the Sauflon Business in its European and US regulatory requirements by making certain changes to Sauflon's contact lens packaging as set out in [your] email of 9 October 2014, subject to the involvement of specified Cooper personnel only, being [X]. Cooper agrees to the following safeguards:
 - a. the specified Cooper personnel appointed for the purposes of assisting Sauflon with its regulatory compliance issues detailed in paragraph (1), are not involved in the day-to-day operation of Cooper's business; and
 - b. the specified Cooper personnel will sign a non-disclosure agreement (NDA) agreeing not to pass on Sauflon confidential information (to the extent such information is received) to any other department within Cooper and to use any Sauflon confidential information received only for the purposes described in paragraph (1) and to maintain its confidentiality.

2. Cooper arranging for the Sauflon Business to be insured under Cooper's global insurance programmes from [X] when the Sauflon Business's current insurance policy expires, subject to the following safeguards:
 - c. any information confidential to the Sauflon Business will only be provided to a limited number of [X] Cooper personnel for whom it is strictly necessary to see the information for the purpose of taking out the insurance on the Sauflon Business's behalf;
 - d. any such Cooper personnel shall enter into an NDA in the form approved by the CMA; and
 - e. Cooper's assurance that should the CMA require it to divest all, or part, of the Sauflon Business, it would be possible for the Sauflon Business to purchase insurance cover from a third party provider as it has done previously.