

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) December 13, 2004

The Cooper Companies, Inc.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction
of incorporation)

1-8597
(Commission File Number)

94-2657368
(IRS Employer
Identification No.)

6140 Stoneridge Mall Road, Suite 590, Pleasanton, California
(Address of principal executive offices)

94588
(Zip Code)

Registrant's telephone number, including area code (925) 460-3600

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Section 1 - Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

Incentive Payment Plans

On December 13, 2004, the Organization and Compensation Committee (the "Committee") of the Board of Directors (the "Board") of The Cooper Companies, Inc. ("Cooper") awarded bonuses pursuant to the 2004 Incentive Payment Plan (the "2004 Plan") for Cooper and its subsidiaries, CooperVision, Inc. and CooperSurgical, Inc. (collectively with Cooper, the "Company"), a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference. The 2004 Plan provided incentives to officers and key employees of the Company who could contribute significantly to increasing the Company's revenue, income and cash flow. Participation levels under the Company's 2004 Plan were set at percentages of base salaries previously assigned to designated positions within the Company. Awards were paid with respect to the Company's 2004 fiscal year ended October 31, 2004 when the operating business' or the Company's consolidated results (depending upon the named participant's employer) met specified performance targets. Performance targets for named participants employed by an operating subsidiary were tied to the attainment by that business of specified levels of net revenue, operating income and cash flow as defined. For named participants employed by Cooper, performance targets were tied to the attainment of certain levels of consolidated net revenue, net income and cash flow as defined. In addition, a significant component of the participants' awards were granted on a discretionary basis by each participant's division head or the Chief Executive Officer, or in the case of the five most highly paid executive officers and named Section 16(b) officers, by the Committee, following an assessment of each participant's performance.

Also attached hereto as Exhibit 99.2, and incorporated by reference, is the 2005 Incentive Payment Plan (the "2005 Plan") for the Company which was adopted by the Committee. The terms of the 2005 Plan, other than the specified levels for the performance targets, are substantially the same as those of the 2004 Plan.

Option Grants to Executives

On October 25, 2004 and December 14, 2004, the Board of Cooper granted stock options (the "Options") to Company executives under The Amended and Restated 2001 Long-Term Incentive Plan of The Cooper Companies, Inc. (as amended, the "LTIP Plan"), previously filed as Exhibit B to the Company's Proxy Statement for its 2004 Annual Meeting of Shareholders. The terms of such Options are governed by the LTIP Plan and a standard form agreement (the "LTIP Agreement") which is delivered to each grantee, a copy of which is attached hereto as Exhibit 99.3 and which is incorporated herein by reference.

LTIP Agreement: As detailed more fully in the LTIP Agreement, grantees receive stock options to purchase shares of Cooper common stock, par value \$.10 per share, at a price equal to 100% of the fair market value of the common stock on the date of grant (calculated as the closing price on the date of grant, the "Grant Price"). The exercisability and future value of these options is directly linked to increases in the price of Cooper's common stock. The options vest as follows: (i) one quarter of the options vest when the fair market value of Cooper's common stock increases 12% above the Grant Price, provided that such options are not exercisable before the first business day following one hundred and eighty (180) days after the date of grant; (ii) one quarter of the options vest when the fair market value of Cooper's common stock increases 20% above the Grant Price, provided that such options are not exercisable before the first business day following one hundred and eighty (180) days after the first anniversary of the date of grant; (iii) one quarter of the options vest when the fair market value of Cooper's common stock increases 30% above the Grant Price, provided that such options are not exercisable before the first business day following one hundred and eighty (180) days after the second anniversary of the date of grant; and (iv) one quarter of the options vest when the fair market value of Cooper's common stock increases 40% above the Grant Price, provided that such options are not exercisable before the first business day following one hundred and eighty (180) days after the third anniversary of the date of grant; all options not otherwise vested shall vest on the date immediately preceding the fifth anniversary of the date of grant. The options expire on the close of business on the date immediately preceding the tenth anniversary of the date of grant.

The options may be exercised only if the optionee remains employed by the Company. If the optionee's employment with the Company is terminated without Cause (as defined in the LTIP Plan), the unexercised vested portion of the options is exercisable until the earlier of the expiration date or three months after the date of the optionee's termination without Cause. If the optionee's employment with the Company is terminated with Cause or voluntarily terminated by the optionee, unexercised portions of the options are terminated immediately. If the optionee ceases to be a Company employee due to death, the unexercised vested portion of the options is exercisable until the earlier of the expiration date or one year after the date of the optionee's death. If the optionee ceases to be a Company employee due to retirement or disability, for options which have vested the optionee may exercise any unexercised vested portion of the options until the earlier of the options' expiration date and the third anniversary of the optionee's retirement or termination of

employment due to disability; *provided, however*, that the unexercised portion of the options shall terminate immediately if the optionee owns more than 5% of the shares of outstanding common stock of a competitor of the Company or provides services either directly or indirectly to such competitor.

Non-Employee Director Compensation

For fiscal year 2005, each Non-Employee Director will receive a stipend of \$30,000 for the year, and the Lead Director of the Board will receive a stipend of \$35,625. Exhibit 99.4 hereto sets forth the current arrangements for Non-Employee Directors.

The Company previously adopted, and the Company's shareholders approved, The 1996 Long Term Incentive Plan for Non-Employee Directors of The Cooper Companies, Inc. (as amended, the "Non-Employee Director Plan"), previously filed as Appendix A to the Company's Proxy Statement for its 1996 Annual Meeting of Shareholders. Pursuant to such plan, directors who are not also employees of the Company (each, a "Non-Employee Director") receive non-qualified stock options every November 1st and 1,000 shares of restricted stock every November 15th. The terms of such awards are governed by the Non-Employee Director Plan and a standard form agreement for each type of award, which is delivered to each grantee. Copies of the standard form agreement for (i) non-qualified stock option grants under the Non-Employee Director Plan (the "NED NQ Agreement") and (ii) restricted stock awards under the Non-Employee Director Plan (the "NED RS Agreement") are attached hereto as Exhibits 99.5 and 99.6, respectively, and are incorporated herein by reference.

NED NQ Agreement: As detailed more fully in the NED NQ Agreement, grantees receive non-qualified stock options to purchase shares of Cooper common stock, par value \$.10 per share, at a price equal to 100% of the fair market value of the common stock on the date of grant (calculated as the average of the high and low prices on the date of grant). Pursuant to the Non-Employee Director Plan, Non-Employee Directors receive options to purchase up to 17,500 shares of common stock and the Lead Director of the Board receives options to purchase up to 18,900 shares of common stock. The options become fully vested and exercisable when the fair market value of Cooper's common stock (calculated using the average closing price over 30 consecutive calendar days) is ten percent higher than the fair market value of such stock on the date of grant, provided that all options not otherwise vested shall vest on the fifth anniversary of the date of grant. The options expire on the close of business on the tenth anniversary of the date of grant.

If the optionee ceases to serve as a director of the Company, the options, if not yet vested, vest immediately and remain exercisable until the earlier of the expiration date or the third anniversary of the director's termination of service. However, if the optionee's service as a director is terminated for Cause (as defined in the Non-Employee Director Plan) or the optionee fails to be re-nominated as a director for Cause, the options, even if vested, are forfeited.

NED RS Agreement: As detailed more fully in the NED RS Agreement, grantees receive the right to acquire 1,000 restricted shares of Cooper common stock, par value \$.10 per share, for \$100. All restrictions on the restricted stock are removed on the earlier of (i) the date when the average price of Cooper common stock over 30 consecutive calendar days increases 10% above the average of the high and low prices of such stock on the date of grant and (ii) the fifth anniversary of the date of grant. When the stock is restricted, the recipient Director may not sell, transfer, pledge or assign the restricted stock.

If the recipient ceases to serve as a director of the Company, the restricted stock which is still forfeitable immediately becomes nonforfeitable and all restrictions thereon are removed. However, if the recipient's service as a director is terminated for Cause (as defined in the Non-Employee Director Plan) or the recipient fails to be re-nominated as a director for Cause, all shares of the restricted stock which are still forfeitable are forfeited and the Company will pay to the director an amount equal to the purchase price paid for such forfeited shares.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

<u>Exhibit No.</u>	<u>Document Description</u>
99.1	The Cooper Companies 2004 Incentive Payment Plan
99.2	The Cooper Companies 2005 Incentive Payment Plan
99.3	Form of Incentive Stock Option Agreement Pursuant to The Cooper Companies, Inc. 2001 Long Term Incentive Plan
99.4	Compensation Arrangements for Non-Employee Directors
99.5	Form of Non-Qualified Stock Option Agreement Pursuant to The Cooper Companies, Inc. 1996 Long Term Incentive Plan for Non-Employee Directors
99.6	Form of Restricted Stock Agreement Pursuant to The Cooper Companies, Inc. 1996 Long Term Incentive Plan for Non-Employee Directors

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE COOPER COMPANIES, INC.

(Registrant)

Date December 17, 2004

/s/ Carol R. Kaufman

(Signature)

Name: Carol R. Kaufman

Title: Senior Vice President of Legal Affairs, Secretary and
Chief Administrative Officer

EXHIBIT INDEX

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99.6	Form of Restricted Stock Agreement Pursuant to The Cooper Companies, Inc. 1996 Long Term Incentive Plan for Non-Employee Directors

THE COOPER COMPANIES, INC.
2004 INCENTIVE PAYMENT PLAN

SECTION I - NAME

The name of this plan is the "2004 Incentive Payment Plan" (the "Plan" or "IPP").

SECTION II - SCOPE

This Plan sets out the IPP guidelines for the following Business Units of The Cooper Companies, Inc. and its subsidiaries (the "Company" or "TCC"):

CooperVision ("CVI") Consolidated
CooperSurgical ("CSI") Consolidated
Corporate HQ

Where the terms of this Plan differ from the terms of any Participant's employment or severance contract, the terms of such contract will dictate. No new such arrangements shall be entered into without the advance written approval of all of the following: The Company's Chief Financial Officer ("CFO"), its President and Chief Executive Officer ("CEO") and the Organization and Compensation Committee of the Board of Directors (the "Committee").

SECTION III - PURPOSE

The purpose of the Plan is to provide incentives to officers and key employees of the Company who are in a position to contribute significantly to increasing (1) Revenue, (2) Income and (3) Cash Flow, as defined in the Plan. The Plan also includes a discretionary pool designed to allow for a subjective evaluation of each Business Unit's and/or Participant's performance and for awards for achievement not otherwise adequately reflected in the awards tied to Revenue, Income or Cash Flow.

SECTION IV - COMPENSATION PHILOSOPHY It is the Company's philosophy that:

- All employees be paid a base salary that is competitive with salaries paid by comparable organizations, based on each employee's experience, performance and geographical location.
- Employees whose efforts achieve the goals outlined in Section III - Purpose, be provided with the opportunity to significantly increase their total compensation, via this Plan and certain other benefit plans.

SECTION V - DEFINITIONS

“Budget” or “Budgeted,” when used in conjunction with any measuring device under this Plan (e.g., Revenue Budget or Budgeted Revenue) shall mean the approved Budget for each Participant’s Business Unit (attached as Exhibit IV), adjusted where appropriate to reflect acquisitions and/or divestitures in accordance with “deal sheets” approved by, and in the sole discretion of, the Board of Directors.

“Business Unit” shall mean any operating or headquarters unit so established by the Company. For the 2004 Plan, the designated Business Units are set out in Section II - Scope, above.

“Cash Flow” shall mean the following:

For Corporate Headquarters, Cash Flow is defined as the result of subtracting consolidated “Net cash/debt” at the beginning of the Year from “Net cash/debt” at the end of the Year. For purposes of this definition, “Net cash/debt” shall be the result of subtracting the sum of short and long-term debt (including capitalized leases) from cash and cash equivalents, all as recorded on the Company’s consolidated balance sheet, and in accordance with Accounting Principles Generally Accepted in the United States of America (“GAAP”).

For all other Business Units, Cash Flow shall mean Operating Income plus noncash charges (primarily depreciation), plus (minus) decreases (increases) in noncash and cash equivalent asset accounts, plus (minus) increases (decreases) in noninterest-bearing liability accounts other than income tax payable at the operating business level. The Intercompany account will be excluded from all determinations of Cash Flow.

For ALL measurements of Cash Flow, the balance sheet increases and decreases detailed above shall be the result of comparing the fiscal 2004 year-end balance sheet to the final ACTUAL balance sheet as at the end of fiscal 2003.

“Eligible Individual” shall mean any person employed by the Company who is paid a salary or a fixed monthly amount, as distinguished from an hourly wage.

“Executive Management” shall mean the CEO and the CFO for purposes of administering this Plan.

“Income” is defined as follows:

<u>Business Unit</u>	<u>Definition</u>
Corporate HQ	Consolidated net income exclusive of the effects of any required changes in accounting in accordance with GAAP.
All CVI Business Units	Net Operating Income for each individual Business Unit.
CSI	Operating Income

SECTION V - DEFINITIONS (continued)

“Net Operating Income” shall mean the result of reducing Operating Income by an amount equal to the taxes computed by multiplying the Company’s consolidated Effective Tax Rate by Operating Income, both as defined below:

- Operating Income - Revenue less the sum of cost of products sold (including third party royalties), selling, general and administrative expenses (including freight costs), research and development expenses, amortization of intangibles and costs associated with restructuring operations, all accounted for in accordance with the Policies and Procedures of the Company and GAAP and increased or decreased by foreign exchange gains or losses.
- Effective Tax Rate - The rate derived by dividing consolidated provision for taxes by income from continuing operations before income taxes, both as per the Company’s consolidated statement of income and in accordance with GAAP.

“Participant” shall mean any Eligible Individual selected to have the opportunity to earn an award under the Plan in accordance with its terms.

“Revenue” shall mean net revenue accounted for in accordance with the Policies and Procedures of the Company and GAAP, including freight costs reimbursed by customers. In general terms, net revenue is the result of deducting from total gross revenue any returns, discounts, rebates and any sales tax charged to customers.

“Salary” shall mean the actual base salary paid to an Eligible Individual during the Year while a Participant in the Plan. No items of supplemental compensation (prior year bonus, relocation or automobile allowances, special stipends, etc.) will be considered part of Salary.

“Year” shall mean the fiscal year of the Company, which is November 1 through October 31.

SECTION VI - ELIGIBILITY FOR PARTICIPATION

Participation in the Plan will be offered to those Eligible Individuals who, in the opinion of the Company, are in a position to significantly influence the Company’s Revenue, Income and/or Cash Flow. Eligibility for participation shall be at the sole discretion of Executive Management.

SECTION VII - AWARD OPPORTUNITY

At the beginning of each Year, or as otherwise appropriate, the CEO of the Company, will classify each Participant into a category indicating his or her incentive opportunity for achievement of 100% of established goals. The incentive opportunity will range from 10% to 55% of Salary and may be adjusted upward or downward from the previous Year’s level.

SECTION VIII - DETERMINATION OF INCENTIVE PAYMENT

Each Participant's incentive award opportunity will be based in part on the performance of the Business Unit of which Participant is a member and in part based on a discretionary evaluation of his or her performance. In the event that any Participant, other than members of Management covered by Rule 16(b) under the Securities and Exchange Act of 1934 ("16b Officers"), works for more than one Business Unit over the course of the Year, Executive Management shall, in its sole and absolute discretion, prorate IPP achievement; however, in no event shall any Participant receive a total IPP amount greater than the maximum amount that would have been payable had Participant been employed solely by the Business Unit which receives the greatest IPP achievement. The total award opportunity for Business Units will be the sum of assigned percentage weightings for Revenue, Income and Cash Flow (together, "Quantitative Criteria") and discretionary, as set out in Attachment I. At the discretion of Executive Management, the calculations for certain individual Participants' quantitative incentive awards may be prorated between a Business Unit and Corporate Headquarters.

Goals for earning an award payment will be based on the percentage of Budget achievement generated for each of the Quantitative Criteria. Executive Management will provide the Committee a report on variances to the consolidated Budgets for Income and Cash Flow, highlighting key variances including nonrecurring, noncontrollable and/or discretionary items. The Committee may elect to include or exclude certain of these items for purposes of determining the overall Corporate HQ quantitative Budget achievement. Executive Management may exercise this same discretion in assessing the Budget achievement of each of the Company's other Business Units. The amount of discretionary payments reflects the qualitative assessment of each individual Participant's performance, by his or her supervisor, Senior Management and/or Executive Management. Executive Management will consult with the Committee before determining the overall level of achievement of each Business Unit's discretionary criteria, the percentage achievements of which may vary from Participant to Participant. The level of achievement of both the quantitative and discretionary components for each of the 16b Officers shall be recommended by Executive Management to the Committee. The determination of the amounts of said components for each 16b Officer will be made by the Committee.

Each Quantitative Criteria will be measured separately for achievement of Budget. The matrix below indicates the level of IPP achievement that coincides with a given Budget achievement. Importantly, every one of the Quantitative Criteria must achieve at least 95% of Budget before the total IPP payment associated with Quantitative Criteria can exceed 100%. The IPP achievement of the discretionary portion may also range from 0% to a percentage deemed appropriate by Executive Management and, in the case of the 16b Officers, determined by the Committee after receipt of recommendations from Executive Management.

SECTION VIII - DETERMINATION OF INCENTIVE PAYMENT (continued)

<u>If Achievement is(2)</u>	<u>IPP Achievement is</u>
Less than 85%	0%
85%	25%
90%	50%
95%	75%
100%	100%(1)
110%	150%
120% or more	200%(Maximum) (2)

(1) This is the level indicated as the “Incentive Opportunity” in Section VII.

(2) Executive Management reserves the right to adjust indicated levels for quantitative criteria where target figures are so small as to invite anomalous results.

If achievement falls between the specific levels listed above, the IPP achievement will be interpolated to the nearest whole percent. For example, if the Budget achievement for Revenue was 97%, the IPP *achievement* (before applying weighting factors) for that particular portion would be 85%:

IPP achievement for 95% of Budget achievement	75%
Plus 40% (2/5ths) of next 25% (100% - 75%)	10%
	—
IPP achievement for 97% of Budget achievement	85%

Specific examples of the award determination process are included as Attachment III.

SECTION IX - FORM OF PAYMENT

Payments under this Plan may be made in the form of a combination of cash and common stock of the Company. The percentage mix of the payment will be at the sole discretion of the Board of Directors of the Company, subject to the limitation that the stock portion of the payment will not exceed 50% of the total. Such determination will be made at the time the Board approves payments to be made under the Plan. Any common stock portion of the payment will be made in shares of restricted stock bearing a restriction of up to 30 days, at no cost to the Participant other than required payments for taxes.

SECTION X - TIMING OF AWARD PAYMENTS

Incentive award payments for each Participant will be made net of all required withholdings, and will be calculated and accrued in the appropriate Business Unit’s books from time to time during the Year based on projected results for Quantitative Criteria and a reasonable estimate of the discretionary percentage. The indicated payment for Quantitative Criteria plus a reasonable estimate of discretionary must be accrued for as at the end of each Year. No IPP payments for Quantitative Criteria in excess of the accrual balance will be made. Such accruals will be calculated based upon each Business Unit’s performance against Budget for the Year then ended as discussed above and illustrated in the attached examples. No payments will be made to any Participant until Executive

SECTION X - TIMING OF AWARD PAYMENTS (continued)

Management has had an opportunity to review the results of the first quarter of the subsequent Year. To the extent that such first quarter results reflect negative anomalies that are determined by Executive Management to relate back to the previous Year, award payments for such Year may be delayed by Executive Management and, subject to approval by the Committee, maybe decreased or canceled. The target date to release payments, therefore, will be January 31, 2003, subject to acceleration by Executive Management, in its sole and absolute discretion. Furthermore, no IPP payments, whether for achievement of quantitative and/or discretionary criteria, may be made respective of any year in which the Company's net income does not achieve at least a minimum amount to be agreed each year by the Board of Directors and Executive Management.

SECTION XI - TERMINATION OF EMPLOYMENT

Except where required pursuant to a previously existing employment agreement (or extenuating circumstances, which will be handled on an ad hoc basis by Executive Management), any Participant whose employment is terminated by the Company prior to the end of the Year, or by the Participant prior to the payment for such Year for any reason other than death or retirement or disability consistent with the Company's then current provisions for retirement and/or disability, will forfeit any opportunity to receive an award under the Plan for that Year.

In the case of a Participant's retirement, disability or death, such Participant (or designated heir in the event of the Participant's death) may, at the discretion of Executive Management, be eligible to receive a pro rata payment under the Plan for the period prior to cessation of active full-time employment. Pro rata payments will be made concurrently with other payments under the Plan.

SECTION XII - NEW HIRES AND PROMOTIONS

Individuals hired or promoted during the Year may become Participants in the Plan subject to the approval of Executive Management. Partial Year Participants may be eligible to earn a pro rata award. Separate pro rata calculations will be made for any Participant who is promoted to a higher Incentive Opportunity during the Year.

SECTION XIII - GENERAL PROVISIONS

- (1) Each Participant shall treat as personal and strictly confidential any and all information related to Participant's inclusion in the Plan.
- (2) The expenses of administering the Plan shall be borne by the Company.
- (3) No employee has any right or claim to be a Participant in the Plan or to receive a payment under the Plan.
- (4) Participation in the Plan does not provide any employee the right to be retained in the employment of the Company.
- (5) A Participant may not assign or transfer any rights under the Plan. Any attempt to do so will invalidate those rights.
- (6) The Plan shall be subject to all applicable federal and state laws and regulations. Payments made under the Plan shall only be made to the extent permitted by such laws and regulations, subject to all applicable taxes.

SECTION XIV - AMENDMENT OR TERMINATION

The Plan may be amended or terminated at any time by action of the Board of Directors of the Company.

SECTION XV - ADMINISTRATION AND INTERPRETATION

Executive Management shall be responsible, in its sole discretion, for administration of the Plan, and the Committee shall be responsible for interpretation of this Plan. Such interpretations shall be final.

- Attachments:
- I. Weighting Factors
 - II. List of Participants and Levels of Participation
 - III. Example of Award Determinations
 - IV. Budgets — Previously provided in Budget Book approved by BOD, except that cash flow will be revised to launch off certified 10/31/03 balance sheet.

ATTACHMENT I**WEIGHTING FACTORS**

— Weighting Percentages of IPP Entitlement Factors —

	<u>Revenue</u>	<u>Income</u>	<u>Cash Flow</u>	<u>Discretionary</u>	<u>Total</u>
All CVI Units	10	10	10	70	100
All CSI Units	10	10	10	70	100
Corporate HQ	10	10	10	70	100

Each of the Quantitative Criteria must achieve at least 95% of Budget before the total IPP payment associated with the Quantitative Criteria can exceed 100%.

ATTACHMENT II**LIST OF NAMED EXECUTIVE OFFICER PARTICIPANTS
AND LEVELS OF PARTICIPATION****CORPORATE HEADQUARTERS**

<u>NAME</u>	<u>TITLE</u>	<u>ACTUAL SALARY</u>	<u>FY 2004 IPP ELIGIBILITY %</u>
Bender, T.	CEO/President/CVI & TCC	\$ 500,000	55%
Kaufman, C.	VP Legal Affairs, Secretary and CAO	\$ 236,000	45%
Weiss, R.	Executive VP and CFO	\$ 341,000	50%

COOPERVISION

<u>NAME</u>	<u>TITLE</u>	<u>ACTUAL SALARY</u>	<u>FY 2004 IPP ELIGIBILITY %</u>
Fryling, G	Chief Operating Officer	\$ 275,800	45%

COOPERSURGICAL, INC.

<u>NAME</u>	<u>TITLE</u>	<u>ACTUAL SALARY</u>	<u>FY 2004 IPP ELIGIBILITY %</u>
Pichotta, N.	President & CEO	\$ 245,000	40%

ATTACHMENT III**EXAMPLE OF AWARD DETERMINATION — OPERATING UNIT**

		Budget Achievement/ IPP Achievement	
		Budget Ach	IPP Ach.
		Less than 85%	0%
Assume Discretionary = 100% Achievement		85%	25%
Weighted Discretionary (A)	40%	86%	30%
Quantitative: (Budget Achievements Example Only)*		87%	35%
		88%	40%
		89%	45%
Revenue:		90%	50%
Weight	20%	91%	55%
% Achievement of Budget	110%	92%	60%
% IPP Achievement	150%	93%	65%
Weighted Revenue (B)	30%	94%	70%
		95%	75%
Income:		96%	80%
Weight	20%	97%	85%
% Achievement of Budget	96%	98%	90%
% IPP Achievement	80%	99%	95%
Weighted Income (C)	16%	100%	100%
		101%	105%
Cash Flow:		102%	110%
Weight	20%	103%	115%
% Achievement of Budget	100%	104%	120%
% IPP Achievement	100%	105%	125%
Weighted Cash Flow (D)	20%	106%	130%
		107%	135%
Total Payment		108%	140%
% (A+B+C+D)	106%	109%	145%
		110%	150%
		111%	155%
		112%	160%
		113%	165%
		114%	170%
		115%	175%
		116%	180%
		117%	185%
		118%	190%
		119%	195%
		120% & up	200%

* For CVI and Corporate HQ Participants, payments calculated for the Quantitative criteria are limited to the lesser of (x) the calculated amounts or (y) the IPP Pool. See Section IX.

THE COOPER COMPANIES, INC.
2005 INCENTIVE PAYMENT PLAN

SECTION I - NAME

The name of this plan is the "2005 Incentive Payment Plan" (the "Plan" or "IPP").

SECTION II - SCOPE

This Plan sets out the IPP guidelines for the following Business Units of The Cooper Companies, Inc. and its subsidiaries (the "Company" or "TCC"):

CooperVision and CooperVision Surgical ("CVI") Consolidated
CooperSurgical ("CSI") Consolidated
Corporate HQ

Where the terms of this Plan differ from the terms of any Participant's employment or severance contract, the terms of such contract will dictate. No new such arrangements shall be entered into without the advance written approval of all of the following: The Company's Chief Financial Officer ("CFO"), its President and Chief Executive Officer ("CEO") and the Organization and Compensation Committee of the Board of Directors (the "Committee").

SECTION III - PURPOSE

The purpose of the Plan is to provide incentives to officers and key employees of the Company who are in a position to contribute significantly to increasing (1) Revenue, (2) Income and (3) Cash Flow, as defined in the Plan. The Plan also includes a discretionary pool designed to allow for a subjective evaluation of each Business Unit's and/or Participant's performance and for awards for achievement not otherwise adequately reflected in the awards tied to Revenue, Income or Cash Flow.

SECTION IV - COMPENSATION PHILOSOPHY

It is the Company's philosophy that:

- All employees be paid a base salary that is competitive with salaries paid by comparable organizations, based on each employee's experience, performance and geographical location.
- Employees whose efforts achieve the goals outlined in Section III - Purpose, be provided with the opportunity to significantly increase their total compensation, via this Plan and certain other benefit plans.

SECTION V - DEFINITIONS

“Budget” or “Budgeted,” when used in conjunction with any measuring device under this Plan (e.g., Revenue Budget or Budgeted Revenue) shall mean the approved Budget for each Participant’s Business Unit (attached as Exhibit IV), adjusted where appropriate to reflect acquisitions and/or divestitures in accordance with “deal sheets” approved by, and in the sole discretion of, the Board of Directors.

“Business Unit” shall mean any operating or headquarters unit so established by the Company. For the 2005 Plan, the designated Business Units are set out in Section II—Scope, above.

“Cash Flow” shall mean the following:

For Corporate Headquarters, Cash Flow is defined as the result of subtracting consolidated “Net cash and debt” at the beginning of the Year from “Net cash and debt” at the end of the Year. For purposes of this definition, “Net cash and debt” shall be the result of subtracting the sum of short and long-term debt (including capitalized leases) from cash and cash equivalents, all as recorded on the Company’s consolidated balance sheet, and in accordance with Accounting Principles Generally Accepted in the United States of America (“GAAP”).

For all other Business Units, Cash Flow shall mean Operating Income plus noncash charges (primarily depreciation), plus (minus) decreases (increases) in noncash and cash equivalent asset accounts, plus (minus) increases (decreases) in noninterest-bearing liability accounts other than income tax payable at the operating business level. The Intercompany account will be excluded from all determinations of Cash Flow.

For ALL measurements of Cash Flow, the balance sheet increases and decreases detailed above shall be the result of comparing the fiscal 2005 year-end balance sheet to the final ACTUAL balance sheet as at the end of fiscal 2004.

“Eligible Individual” shall mean any person employed by the Company who is paid a salary or a fixed monthly amount, as distinguished from an hourly wage.

“Executive Management” shall mean the CEO and the CFO for purposes of administering this Plan.

“Income” is defined as follows:

<u>Business Unit</u>	<u>Definition</u>
Corporate HQ	Consolidated net income exclusive of the effects of any required changes in accounting in accordance with GAAP.
All CVI Business Units	Net Operating Income for each individual Business Unit.
CSI	Operating Income

SECTION V - DEFINITIONS (continued)

“Net Operating Income” shall mean the result of reducing Operating Income by an amount equal to the taxes computed by multiplying the Company’s consolidated Effective Tax Rate by Operating Income, both as defined below:

- Operating Income - Revenue less the sum of cost of products sold (including third party royalties), selling, general and administrative expenses (including freight costs), research and development expenses, amortization of intangibles and costs associated with restructuring operations, all accounted for in accordance with the Policies and Procedures of the Company and GAAP and increased or decreased by foreign exchange gains or losses.
- Effective Tax Rate - The rate derived by dividing consolidated provision for taxes by income from continuing operations before income taxes, both as per the Company’s consolidated statement of income and in accordance with GAAP.

“Participant” shall mean any Eligible Individual selected to have the opportunity to earn an award under the Plan in accordance with its terms.

“Revenue” shall mean net revenue accounted for in accordance with the Policies and Procedures of the Company and GAAP, including freight costs reimbursed by customers. In general terms, net revenue is the result of deducting from total gross revenue any returns, discounts, rebates and any sales tax charged to customers.

“Salary” shall mean the actual base salary paid to an Eligible Individual during the Year while a Participant in the Plan. No items of supplemental compensation (prior year bonus, relocation or automobile allowances, special stipends, etc.) will be considered part of Salary.

“Year” shall mean the fiscal year of the Company, which is November 1 through October 31.

SECTION VI - ELIGIBILITY FOR PARTICIPATION

Participation in the Plan will be offered to those Eligible Individuals who, in the opinion of the Company, are in a position to significantly influence the Company’s Revenue, Income and/or Cash Flow. Eligibility for participation shall be at the sole discretion of Executive Management.

SECTION VII - AWARD OPPORTUNITY

At the beginning of each Year, or as otherwise appropriate, the CEO of the Company, will classify each Participant into a category indicating his or her incentive opportunity for achievement of 100% of established goals. The incentive opportunity will range from 10% to 55% of Salary and may be adjusted upward or downward from the previous Year’s level.

SECTION VIII - DETERMINATION OF INCENTIVE PAYMENT

Each Participant's incentive award opportunity will be based in part on the performance of the Business Unit of which Participant is a member and in part based on a discretionary evaluation of his or her performance. In the event that any Participant, other than members of Management covered by Rule 16(b) under the Securities and Exchange Act of 1934 ("16b Officers"), works for more than one Business Unit over the course of the Year, Executive Management shall, in its sole and absolute discretion, prorate IPP achievement; however, in no event shall any Participant receive a total IPP amount greater than the maximum amount that would have been payable had Participant been employed solely by the Business Unit which receives the greatest IPP achievement. The total award opportunity for Business Units will be the sum of assigned percentage weightings for Revenue, Income and Cash Flow (together, "Quantitative Criteria") and discretionary, as set out in Attachment I. At the discretion of Executive Management, the calculations for certain individual Participants' quantitative incentive awards may be prorated between a Business Unit and Corporate Headquarters.

Goals for earning an award payment will be based on the percentage of Budget achievement generated for each of the Quantitative Criteria. Executive Management will provide the Committee a report on variances to the consolidated Budgets for Income and Cash Flow, highlighting key variances including nonrecurring, noncontrollable and/or discretionary items. The Committee may elect to include or exclude certain of these items for purposes of determining the overall Corporate I-IQ quantitative Budget achievement. Executive Management may exercise this same discretion in assessing the Budget achievement of each of the Company's other Business Units. The amount of discretionary payments reflects the qualitative assessment of each individual Participant's performance, by his or her supervisor, Senior Management and/or Executive Management. Executive Management will consult with the Committee before determining the overall level of achievement of each Business Unit's discretionary criteria, the percentage achievements of which may vary from Participant to Participant. The level of achievement of both the quantitative and discretionary components for each of the 16b Officers shall be recommended by Executive Management to the Committee. The determination of the amounts of said components for each 16b Officer will be made by the Committee.

Each Quantitative Criteria will be measured separately for achievement of Budget. The matrix below indicates the level of IPP achievement that coincides with a given Budget achievement. Importantly, every one of the Quantitative Criteria must achieve at least 95% of Budget before the total IPP payment associated with Quantitative Criteria can exceed 100%. The IPP achievement of the discretionary portion may also range from 0% to a percentage deemed appropriate by Executive Management and, in the case of the 16b Officers, determined by the Committee after receipt of recommendations from Executive Management.

SECTION VIII - DETERMINATION OF INCENTIVE PAYMENT (continued)

<u>If Achievement is(2)</u>	<u>IPP Achievement is</u>
Less than 85%	0%
85%	25%
90%	50%
95%	75%
100%	100%(1)
110%	150%
120% or more	200%(Maximum) (2)

(1) This is the level indicated as the “Incentive Opportunity” in Section VII.

(2) Executive Management reserves the right to adjust indicated levels for quantitative criteria where target figures are so small as to invite anomalous results.

If achievement falls between the specific levels listed above, the IPP achievement will be interpolated to the nearest whole percent. For example, if the Budget achievement for Revenue was 97%, the IPP achievement (before applying weighting factors) for that particular portion would be 85%:

IPP achievement for 95% of Budget achievement	75%
Plus 40% (2/5ths) of next 25% (100% - 75%)	10%
	—
IPP achievement for 97% of Budget achievement	85%

Specific examples of the award determination process are included as Attachment III.

SECTION IX - FORM OF PAYMENT

Payments under this Plan may be made in the form of a combination of cash and common stock of the Company. The percentage mix of the payment will be at the sole discretion of the Board of Directors of the Company, subject to the limitation that the stock portion of the payment will not exceed 50% of the total. Such determination will be made at the time the Board approves payments to be made under the Plan. Any common stock portion of the payment will be made in shares of restricted stock bearing a restriction of up to 30 days, at no cost to the Participant other than required payments for taxes.

SECTION X - TIMING OF AWARD PAYMENTS

Incentive award payments for each Participant will be made net of all required withholdings, and will be calculated and accrued in the appropriate Business Unit’s books from time to time during the Year based on projected results for Quantitative Criteria and a reasonable estimate of the discretionary percentage. The indicated payment for Quantitative Criteria plus a reasonable estimate of discretionary must be accrued for as at the end of each Year. No IPP payments for Quantitative Criteria in excess of the accrual balance will be made. Such accruals will be calculated based upon each Business Unit’s performance against Budget for the Year then ended as discussed above and illustrated in the attached examples. No payments will be made to any Participant until Executive

SECTION X - TIMING OF AWARD PAYMENTS (continued)

Management has had an opportunity to review the results of the first quarter of the subsequent Year. To the extent that such first quarter results reflect negative anomalies that are determined by Executive Management to relate back to the previous Year, award payments for such Year may be delayed by Executive Management and, subject to approval by the Committee, may be decreased or canceled. The target date to release payments, therefore, will be January 31, 2006, subject to acceleration by Executive Management, in its sole and absolute discretion. Furthermore, no IPP payments, whether for achievement of quantitative and/or discretionary criteria, may be made respective of any year in which the Company's net income does not achieve at least a minimum amount to be agreed each year by the Board of Directors and Executive Management.

SECTION XI - TERMINATION OF EMPLOYMENT

Except where required pursuant to a previously existing employment agreement (or extenuating circumstances, which will be handled on an ad hoc basis by Executive Management), any Participant whose employment is terminated by the Company prior to the end of the Year, or by the Participant prior to the payment for such Year for any reason other than death or retirement or disability consistent with the Company's then current provisions for retirement and/or disability, will forfeit any opportunity to receive an award under the Plan for that Year.

In the case of a Participant's retirement, disability or death, such Participant (or designated heir in the event of the Participant's death) may, at the discretion of Executive Management, be eligible to receive a pro rata payment under the Plan for the period prior to cessation of active full-time employment. Pro rata payments will be made concurrently with other payments under the Plan.

SECTION XII - NEW HIRES AND PROMOTIONS

Individuals hired or promoted during the Year may become Participants in the Plan subject to the approval of Executive Management. Partial Year Participants may be eligible to earn a pro rata award. Separate pro rata calculations will be made for any Participant who is promoted to a higher Incentive Opportunity during the Year.

SECTION XIII - GENERAL PROVISIONS

- (1) Each Participant shall treat as personal and strictly confidential any and all information related to Participant's inclusion in the Plan.
- (2) The expenses of administering the Plan shall be borne by the Company.
- (3) No employee has any right or claim to be a Participant in the Plan or to receive a payment under the Plan.
- (4) Participation in the Plan does not provide any employee the right to be retained in the employment of the Company.
- (5) A Participant may not assign or transfer any rights under the Plan. Any attempt to do so will invalidate those rights.
- (6) The Plan shall be subject to all applicable federal and state laws and regulations. Payments made under the Plan shall only be made to the extent permitted by such laws and regulations, subject to all applicable taxes.

SECTION XIV - AMENDMENT OR TERMINATION

The Plan may be amended or terminated at any time by action of the Board of Directors of the Company.

SECTION XV - ADMINISTRATION AND INTERPRETATION

Executive Management shall be responsible, in its sole discretion, for administration of the Plan, and the Committee shall be responsible for interpretation of this Plan. Such interpretations shall be final.

- Attachments:
- I. Weighting Factors
 - II. List of Participants and Levels of Participation
 - III. Example of Award Determinations
 - IV. Budgets — Previously provided in Budget Book approved by BOD, except that cash flow will be revised to launch off certified 10/31/04 balance sheet.

ATTACHMENT I**WEIGHTING FACTORS**

— Weighting Percentages of IPP Entitlement Factors —

	<u>Revenue</u>	<u>Income</u>	<u>Cash Flow</u>	<u>Discretionary</u>	<u>Total</u>
All CVI Units	10	10	10	70	100
All CSI Units	10	10	10	70	100
Corporate HQ	10	10	10	70	100

Each of the Quantitative Criteria must achieve at least 95% of Budget before the total IPP payment associated with the Quantitative Criteria can exceed 100%.

ATTACHMENT II**LIST OF NAMED EXECUTIVE OFFICER PARTICIPANTS
AND LEVELS OF PARTICIPATION****CORPORATE HEADQUARTERS**

<u>NAME</u>	<u>TITLE</u>	<u>ACTUAL SALARY</u>	<u>FY 2005 IPP ELIGIBILITY %</u>
Bender, T.	CEO/President/CVI & TCC	\$ 600,000	55%
Kaufman, C.	VP Legal Affairs, Secretary and CAO	\$ 270,000	45%
Weiss, R.	Executive VP and CFO	\$ 400,000	50%

COOPERVISION

<u>NAME</u>	<u>TITLE</u>	<u>ACTUAL SALARY</u>	<u>FY 2005 IPP ELIGIBILITY %</u>
Fryling, G	Chief Operating Officer	\$ 325,000	45%

COOPERSURGICAL, INC.

<u>NAME</u>	<u>TITLE</u>	<u>ACTUAL SALARY</u>	<u>FY 2005 IPP ELIGIBILITY %</u>
Pichotta, N.	President & CEO	\$ 257,000	40%

ATTACHMENT III**EXAMPLE OF AWARD DETERMINATION — OPERATING UNIT**

		Budget Achievement/ IPP Achievement	
		Budget Ach	IPP Ach.
		Less than 85%	0%
Assume Discretionary = 100% Achievement		85%	25%
Weighted Discretionary (A)	40%	86%	30%
Quantitative: (Budget Achievements Example Only)*		87%	35%
		88%	40%
		89%	45%
Revenue:		90%	50%
Weight	20%	91%	55%
Achievement of Budget	110%	92%	60%
IPP Achievement	150%	93%	65%
Weighted Revenue (B)	30%	94%	70%
		95%	75%
Income:		96%	80%
Weight	20%	97%	85%
% Achievement of Budget	96%	98%	90%
% IPP Achievement	80%	99%	95%
Weighted Income (C)	16%	100%	100%
		101%	105%
Cash Flow:		102%	110%
Weight	20%	103%	115%
% Achievement of Budget	100%	104%	120%
% IPP Achievement	100%	105%	125%
Weighted Cash Flow (D)	20%	106%	130%
		107%	135%
Total Payment		108%	140%
% (A+B+C+D)	106%	109%	145%
		110%	150%
		111%	155%
		112%	160%
		113%	165%
		114%	170%
		115%	175%
		116%	180%
		117%	185%
		118%	190%
		119%	195%
		120% & up	200%

* For CVI and Corporate HQ Participants, payments calculated for the Quantitative criteria are limited to the lesser of (x) the calculated amounts or (y) the IPP Pool. See Section IX.

INCENTIVE STOCK OPTION AGREEMENT

For [number of shares] Shares

To Purchase Common Stock of
THE COOPER COMPANIES, INC.

Issued Pursuant to The Cooper Companies, Inc.
2001 Long Term Incentive Plan ("the Plan")

THIS CERTIFIES that on [date of grant] [Name] (the "Holder") was granted an option (the "Option") to purchase at the price of \$[closing price on the date of grant] per share (the "Option Price") all or any part of [number of shares] (# of shares) fully paid and non-assessable shares (the "Shares") of the common stock, par value \$.10 per share, of The Cooper Companies, Inc. (the "Company"), upon and subject to the following terms and conditions:

To the maximum extent permitted by law it is intended that each Option granted hereunder shall constitute an "incentive stock option," ("ISO") within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), and otherwise shall constitute a non-qualified stock option. The Company makes no warranty that any or all Options granted hereunder shall be taxable as ISO's.

Unless otherwise indicated herein to the contrary, capitalized terms used in this Incentive Stock Option Agreement shall have the same meanings as set forth in the Plan.

1. Expiration. The Option shall expire on [date immediately preceding the tenth anniversary of the date of grant] (the "Expiration Date").

2. Non-Transferable. The Option may be exercised or surrendered during the Holder's lifetime only by the Holder. This Option shall be non-transferable and non-assignable by the Holder other than by will or the laws of descent and distribution.

3. Vesting. The option vests when the average of the closing prices of a share of common stock of the Company on the New York Stock Exchange (composite quotations, rounded to the nearest whole cent) for the days on which the common stock is so traded, during any 30 consecutive calendar day period achieves certain targets and commencing on the date the stock target is achieved and within specified timeframes, as follows:

(a) one-fourth shall vest if the Fair Market Value of the Company's stock achieves \$[fair market value which is 12% above the Option Price], but will not become exercisable earlier than [the first business day following one hundred and eighty (180) days after the date of grant], and then only if the employee is still employed by the Company;

(b) one-fourth shall vest if the Fair Market Value of the Company's stock achieves \$[fair market value which is 20% above the Option Price], but will not become exercisable earlier than [the first business day following one hundred and eighty (180) days after the first anniversary of the date of grant], and then only if the employee is still employed by the Company;

(c) one-fourth shall vest if the Fair Market Value of the Company's stock achieves \$[fair market value which is 30% above the Option Price], but will not become exercisable earlier than [the first business day following one hundred and eighty (180) days after the second anniversary of the date of grant], and then only if the employee is still employed by the Company;

(d) one-fourth shall vest if the Fair Market Value of the Company's stock achieves \$[fair

market value which is 40% above the Option Price], but will not become exercisable earlier than [the first business day following one hundred and eighty (180) days after the third anniversary of the date of grant], and then only if the employee is still employed by the Company.

All options not otherwise vested pursuant to the above timetable shall become vested and exercisable on [fifth anniversary of the date of grant]. Additionally, options shall only vest if the Holder is employed by the Company when the specified target criteria has been met. The Holder shall forfeit the unvested portion of the Option and such option shall terminate and be cancelled at the time the Holder ceases to be an employee of the Company, any Subsidiary or any Affiliate.

Notwithstanding the preceding paragraphs in this Section 3, the Company may require the Holder to delay exercising this Option if such exercise would result in an ownership change within the meaning of Section 382 of the Internal Revenue Code of 1986, as amended (the "Code") or if, the Company reasonably determines such exercise, when viewed in conjunction with the potential exercise of all other outstanding options (within the meaning of Treasury Regulation Section 1.382-4(d)(9)) to acquire Stock of the Company as well as the effect of other transactions involving the issuance of Stock contemplated by the Company, would tend to result in such an ownership change. In the event such a delay would extend beyond the expiration of the Option or the expiration of the Holder's post-termination exercise rights, the Holder may conditionally exercise the Option in accordance with the terms and procedures set forth on Exhibit A hereto.

4. Exercise. The Option shall be exercised by the delivery, not less than 24 hours prior to the intended date of exercise, of a written notice of exercise in the form attached as Exhibit B hereto duly signed by the Holder, together with this Incentive Stock Option Agreement and the full purchase price of the Shares being purchased pursuant to the exercise of the Option, to the Company on any business day, at the Company's principal office.

In addition to the provisions described in Section 3 above, delaying the exercise of the Option, the Committee may condition the exercise of the Option or the issuance or delivery of the Shares upon the listing, registration or qualification of the Shares upon a securities exchange or under applicable securities laws. All certificates for Shares delivered under the Option shall be subject to such stock transfer order and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Stock is then listed and any applicable Federal or state securities law. The Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.

5. Payment. Payment for the Shares purchased pursuant to the exercise of the Option shall be made in full at the time of the exercise of the Option by any one or more of the following methods (a) cash, check, wire transfer, note or such other instrument as the Committee may accept, (b) if the Committee so determines in its sole discretion, by the Holder duly endorsing over to the Company shares of Stock (including Restricted Stock) which the Holder has beneficially owned for at least six months (which shares shall be valued at their fair market value as of the date the Option is exercised), or (c) any combination of such methods of payment, which together amount to the full exercise price of the Shares as to which the Option is being exercised. If payment is made in whole or in part in the form of Restricted Stock, the Shares acquired pursuant to the exercise of the Option shall, unless otherwise determined by the Committee, be subject to the same forfeiture restrictions to which the Restricted Stock is subject and shall be similarly legended to prevent transfer prior to the expiration of all forfeiture restrictions.

6. Delivery of Shares and Remaining Option. Promptly after the Holder exercises the Option and makes full payment of the Option Price with respect to the Shares purchased pursuant to such exercise, the Company shall cause to be delivered to the Holder a certificate for the Shares purchased pursuant to the exercise of the Option. If the Option shall have been exercised with respect to less than all of the Shares subject to the Option, the Company also shall cause to be delivered a new Incentive Stock Option Agreement in replacement of this Incentive Stock Option Agreement, indicating the number of Shares with respect to which the Option remains available for exercise, or this Incentive Stock Option Agreement shall be endorsed to give effect to the partial exercise of the Option.

7. **Income Tax.** No later than the date as of which an amount with respect to the Option first becomes includible in the gross income of the Holder for Federal income tax purposes, the Holder shall pay to the Company, or make arrangements satisfactory to the Committee regarding the payment of, any Federal, state or local taxes of any kind required by law to be withheld with respect to such amount.

Unless otherwise determined by the Committee, withholding obligations may be settled with Stock except Restricted Stock, including Stock that is part of the Shares giving rise to the withholding requirements unless such Shares are also Restricted Stock by reason of the Option exercise price having been paid by delivery of Restricted Stock. The obligations of the Company under the Option shall be conditional on such payment or arrangements and the Company and its Subsidiaries or Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Holder.

The Holder understands that if he/she disposes of any Shares received pursuant to the exercise of this Option prior to [date immediately preceding the second anniversary of the date of grant], or within one year after the exercise of the Option, the Holder will be treated for federal income tax purposes as having received ordinary income at the time of such disposition, in an amount equal to the excess of the fair market value of the Shares at the time such Shares were purchased by the Holder (or, if less, the amount realized on any such disposition) over the price paid for the Shares. **HOLDER HEREBY AGREES TO NOTIFY THE COMPANY IMMEDIATELY FOLLOWING THE SALE OF ANY SHARES ACQUIRED PURSUANT TO THE EXERCISE OF THIS OPTION WHICH OCCURS BEFORE [date immediately preceding the second anniversary of the date of grant] OR ON A LATER DATE IF SUCH SALE OCCURS LESS THAN ONE YEAR SUBSEQUENT TO THE DATE ON WHICH THIS OPTION WAS EXERCISED.**

8. **Termination of Employment.** If the Holder ceases to be an employee of the Company or any Subsidiary or Affiliate, then the vested portion of the Option may be exercised by the Holder (or the Holder's representative in the case of death) as described in this Section 8. Any portion of the Option which is not exercised within the following time periods shall be forfeited and shall terminate:

(a) If the Holder's employment is terminated involuntarily without Cause, the Holder may exercise any unexercised vested portion of the Option, regardless of whether such Option is otherwise exercisable pursuant to Section 3, at any time prior to the earlier of the Option Expiration Date, or the date that is three months after the Holder's involuntary termination without Cause;

(b) If the Holder's employment terminates due to Retirement or Disability, the Holder may exercise any unexercised vested portion of the Option, but only after the Option is or becomes exercisable as provided in Section 3, and such exercise must be accomplished prior to the earlier of the Option Expiration Date or the date that is three years after the applicable Holder's Normal or Early Retirement or termination of employment due to Disability, as the case may be;¹ provided, however, that if during such period the Holder, owns more than 5% of the shares of outstanding common stock of a competitor of the Company or provides services to such competitor, whether directly or indirectly as an employee, contractor, consultant, director, partner, member, or otherwise, then the unexercised portion of the Option shall be forfeited and shall terminate and no longer be exercisable. For this purpose, a "competitor" of the Company shall mean any entity, trade or business which provides similar products or services as those provided by the Company and in the same markets

¹ Following a Holder's Normal or Early Retirement, to receive the tax treatment applicable to Incentive Stock Options, the Option must be exercised within three months of termination. Following a Holder's termination of employment due to Disability (which term is defined in the Plan and which must also be interpreted under Section 422(c)(6) of the Code), to receive the tax treatment applicable to Incentive Stock Options, the Option must be exercised within one year of termination.

as those provided by the Company at the time of the Holder's termination and/or in which the Company had plans to provide products or services at the time of Holder's termination. In the event that the Holder dies during the period in which the unexercised portion of the Option remains exercisable under this paragraph (b), the representatives of the estate or the heirs of the deceased Holder, as the case may be, may exercise the unexercised portion of the Option for a period of twelve months from the date of death or until the Option Expiration Date, whichever period is shorter;

(c) If the Holder's employment terminates due to death, the representative of the estate or the heirs of the deceased Holder, as the case may be, may exercise the unexercised vested portion of the Option which regardless of whether such Option is otherwise exercisable pursuant to Section 3, at anytime prior to the earlier of the Option Expiration Date or within twelve months following the Holder's death;

(d) If the Holder's employment is terminated with Cause or is voluntarily terminated by the Holder, then the unexercised portion of the vested Option shall be forfeited and shall terminate immediately and no longer be exercisable.

9. Merger, Reorganization, Etc. In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, stock split or other such change in corporate structure affecting the Stock, such substitution or adjustment shall be made in the number of Shares and the Option Price, as may be determined to be appropriate by the Committee, in its sole discretion; provided that the number of Shares shall always be a whole number.

10. Miscellaneous. The Committee may at any time offer to buy out the Option for a payment in cash, Stock, Deferred Stock, or Restricted Stock, based on such terms and conditions as the Committee shall establish and communicate to the Holder at the time such offer is made.

Nothing contained herein shall be construed to confer upon the Holder any right to be continued as an employee of or consultant to the Company or interfere with any right of the Company or its Subsidiaries or Affiliates to retire, request the resignation of, or discharge the Holder at any time, with or without Cause.

The Board, with the consent of the Holder, may amend at any time or from time to time, the terms and conditions of the Option.

Any notice which either party hereto may be required or permitted to give to the other shall be in writing, and may be delivered personally or by mail, postage prepaid, addressed as follows: to the Company or an officer of the Company or the Committee or any member thereof, at the Company's offices at 6140 Stoneridge Mall Road, Suite 590, Pleasanton, CA 94588, or at such other address as the Company, or any other such person, by notice to the Holder, may designate in writing from time to time; to the Holder at the address shown below the Holder's signature on this Incentive Stock Option Agreement, or at such other address as the Holder, by notice to the Company, may designate in writing from time to time. Notices shall be effective upon receipt.

The Holder shall not be deemed to be the holder of, or to have any of the rights of a stockholder with respect to, any Shares unless and until the Option shall have been exercised pursuant to the terms hereof, and full payment has been made with respect to such Shares. Thereupon, the Holder shall have full voting, dividend and other ownership rights with respect to such Shares.

The Option and this Incentive Stock Option Agreement are issued pursuant to, and are subject to all of the terms and conditions of, the Plan, the terms, conditions and definitions of which are hereby incorporated as though set forth at length, and the receipt of a copy of which the Holder hereby acknowledges by signing below. A determination by the Committee as to any questions which may arise with respect to the interpretation of the provisions of the Option or of the Plan shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof not inconsistent with the provisions of the Plan, as it may deem advisable.

WITNESS the signatures of the Company's duly authorized officers and the Holder.

Dated: _____, _____

THE COOPER COMPANIES, INC.

By: _____

Carol R. Kaufman
Vice President of Legal Affairs,
Secretary and Chief Administrative Officer

ATTEST:

By: _____

Robert S. Weiss
Executive Vice President and Chief
Financial Officer

ACCEPTED:

By: _____

«Name»
«Address»
«CityState_»

CONDITIONAL OPTION EXERCISE

If the Holder will be unable to exercise any vested portion of the Option prior to the end of the permitted period following termination of the Holder's employment because of the Company's desire to prevent an ownership change of the Company's common stock (within the meaning of Section 382 of the Code) that could limit the Company's ability to utilize its net operating loss, the Holder will be entitled to preserve the Holder's right to acquire the Shares by delivering the Notice of Election to Exercise Option and tendering payment of the purchase price for the Shares, subject to all of the following conditions:

(i) The Shares issuable upon such exercise shall be deemed to have been reserved for issuance by the Company and such Shares shall not be issued except upon termination by the Company of the temporary prohibition against exercise and shall not be deemed outstanding Shares of stock of the Company for any purpose until the termination of such temporary restriction. Upon such termination the Company will issue and deliver a certificate representing such Shares to the Holder.

(ii) The Holder shall not deliver the Notice of Election to Exercise Option and tender payment of the purchase price for the Shares unless the Company first advises the Holder by written notice that the Company has received a favorable ruling from the Internal Revenue Service, or an opinion of legal counsel in form and substance satisfactory to the Company, that the conditional option exercise provided for hereunder will not constitute the acquisition of the Shares for purposes of determining whether an ownership change has occurred under Section 382 of the Code.

**THE COOPER COMPANIES, INC.
INCENTIVE STOCK OPTION AGREEMENT
NOTICE OF ELECTION TO EXERCISE OPTION**

[To be delivered not less than 24 hours prior to the intended time of exercise]

To: The Cooper Companies, Inc.
6140 Stoneridge Mall Road, Suite 590
Pleasanton, CA 94588

From: [Name]

I hereby elect to exercise an option to purchase at the price of \$[closing price on the date of grant] per share, _____ shares of the Company's common stock pursuant to the terms of an Option granted [date of grant], covering [number of shares] (# of shares) shares which was granted to me under the 2001 Long Term Incentive Plan.

Enclosed is my Incentive Stock Option Agreement and payment in the form of _____* in the amount of \$_____.

Dated: _____, ____.

(Signature)

* If paying by check, make check payable to The Cooper Companies, Inc.
If paying by delivery of stock, contact the Company to determine the number of shares to be delivered.

Compensation Arrangements for Non-Employee Directors
of
The Cooper Companies, Inc. (the "Company")

Each director who is not also an employee of the Company (a "Non-Employee Director") receives a stipend of \$30,000 per annum. The Lead Director of the Board of Directors (the "Board") receives a stipend of \$35,625 per annum. Each Non-Employee Director serving as a chairman of a committee of the Board receives an additional stipend ranging from \$1,000 to \$2,000 per annum. Each Non-Employee Director receives meeting fees ranging from \$500 to \$1,000 per meeting, depending on duration, and up to \$1,000 per day for other days substantially spent on affairs of the Company. Directors who are also employees of the Company receive no additional compensation.

In addition, each November, pursuant to The 1996 Long Term Incentive Plan for Non-Employee Directors of The Cooper Companies, Inc., each Non-Employee Director of the Company receives 1,000 shares of restricted stock and a specified number of stock options, with an exercise price equal to 100% of the fair market value of the common stock of the Company on the date of grant. Each Non-Employee Director receives options to purchase up to 17,500 shares of the Company's common stock (18,900 shares in the case of the Lead Director of the Board). Restrictions will generally be removed from the restricted stock when its fair market value appreciates 10% from the date of grant or five years have passed; the options generally will become exercisable when the fair market value of the common stock appreciates 10% from the date of grant or five years have passed.

NON-QUALIFIED STOCK OPTION AGREEMENT

For [[for Non-Employee Directors:] 17,500]

[[for the Lead Director:] 18,900] Shares

To Purchase Common Stock of
THE COOPER COMPANIES, INC.

Issued Pursuant to The Cooper Companies, Inc.
1996 Long Term Incentive Plan
for Non-Employee Directors (the "Plan")

THIS CERTIFIES that on November 1, [year of grant] [Non-Employee Director] (the "Holder"), was granted an option (the "Option") to purchase at the price of \$[fair market value calculated as the average of the high and low prices on the date of grant] per share (the "Option Price") all or any part of [Seventeen Thousand Five Hundred (17,500)][Eighteen Thousand Nine Hundred (18,900)] fully paid and non-assessable shares (the "Shares") of the common stock, par value \$.10 per share, of The Cooper Companies, Inc. (the "Company"), upon and subject to the following terms and conditions:

Unless otherwise indicated herein to the contrary, capitalized terms used in this Non-Qualified Stock Option Agreement shall have the same meanings as set forth in the Plan.

1. Expiration. The Option shall expire on November 1, [tenth anniversary of date of grant] (the "Expiration Date").

2. Non-Transferable. The Option may be exercised or surrendered during the Holder's lifetime only by the Holder. This Option shall be non-transferable and non-assignable by the Holder other than by will or the laws of descent and distribution.

3. Vesting. The Option shall vest and become exercisable when the average of the closing prices of a share of common stock of the Company on the principal stock exchange or market on which the shares are traded (composite quotations, rounded to the nearest whole cent) during any 30 consecutive trading days occurring after November 1, [date of grant] attains \$[fair market value which is 10% higher than the Option Price], such amount being hereinafter referred to as the "Price Level." In the event that the Average Price attains the Price Level and subsequently falls below such Price Level, the Holder shall continue to have the right to exercise the Option.

In addition to the foregoing, on November 1, [fifth anniversary of the date of grant] if any portion of the Option has not vested and become exercisable, it shall become exercisable at that time.

Notwithstanding the preceding paragraphs in this Section 3, the Company may require the Holder to delay exercising this Option if such exercise would result in an ownership change within the meaning of Section 382 of the Internal Revenue Code of 1986, as amended (the

“Code”) or if, in the discretion of the Company, such exercise, when viewed in conjunction with the potential exercise of all other outstanding options (within the meaning of Treasury Regulation Section 1.382-4(d)(9)) to acquire Stock of the Company as well as the effect of other transactions involving the issuance of Stock contemplated by the Company, would tend to result in such an ownership change. In the event such a delay would extend beyond the expiration of the Option or the expiration of the Holder’s rights to exercise the Option following cessation of service as a Director, the Holder may conditionally exercise the Option in accordance with the terms and procedures set forth on Exhibit A hereto.

4. Exercise. So long as the Option is exercisable, the Option shall be exercised by the delivery of a written notice of exercise in the form attached as Exhibit B hereto duly signed by the Holder, together with this Non-Qualified Stock Option Agreement and the full purchase price of the Shares being purchased pursuant to the exercise of the Option, to the Company on any business day, at the Company’s principal office.

In addition to the deferral rights described in Section 3 above, the Committee may condition the exercise of the Option or the issuance or delivery of the Shares upon the listing, registration or qualification of the Shares upon a securities exchange or under applicable securities laws. All certificates for Shares delivered under the Option shall be subject to such stock transfer order and other restrictions as the Committee may deem advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Stock is then listed and any applicable Federal or state securities law. The Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.

5. Payment. Payment for the Shares purchased pursuant to the exercise of the Option shall be made in full at the time of the exercise of the Option by any one or more of the following methods: (a) in cash, check, note or such other instrument as the Committee may accept, (b) if the Committee so determines in its sole discretion, by the Holder duly endorsing over to the Company shares of Stock which the Holder has beneficially owned for at least six months (which Shares shall be valued at their fair market value as of the date the Option is exercised), or (c) any combination of such methods of payment, which together amount to the full exercise price of the Shares as to which the Option is being exercised. If payment is made in whole or in part in the form of Restricted Stock, the Shares acquired pursuant to the exercise of the Option shall, unless otherwise determined by the Committee, be subject to the same forfeiture restrictions to which the Restricted Stock is subject and shall be similarly legended to prevent transfer prior to the expiration of all forfeiture restrictions.

6. Delivery of Shares and Remaining Option. Promptly after the Holder exercises the Option and makes full payment of the Option Price with respect to the Shares purchased pursuant to such exercise and gives any representations called for under Section 14 of the Plan, the Company shall cause to be delivered to the Holder a certificate for the Shares purchased pursuant to the exercise of the Option. If the Option shall have been exercised with respect to less than all of the Shares subject to the Option, the Company also shall cause to be delivered a new Non-Qualified Stock Option Agreement in replacement of this Non-Qualified Stock Option Agreement, indicating the number of Shares with respect to which the Option remains available for exercise, or this Non-Qualified Stock Option Agreement shall be endorsed to give effect to the partial exercise of the Option.

7. Income Tax. Following the date as of which an amount with respect to the Option first becomes includible in the gross income of the Holder for Federal income tax purposes, the Company shall notify the Holder of the gain incurred with respect to the exercise of the Option which gives rise to such tax obligation. Payment of the appropriate taxes is the sole responsibility of the Holder.

8. Cessation of Service. If the Holder voluntarily or involuntarily ceases to serve as a Director of the Company, the Option, if not yet vested, shall vest immediately, unless the Holder's service as a Director is terminated for Cause, or the Holder fails to be re-nominated as a Director for Cause. Upon vesting, the Option shall become freely exercisable, subject only to the limitation set forth in the third paragraph of Section 3 above and in Section 7 of the Plan.

When the Holder ceases to serve as a Director, the Option may continue to be exercised for three years following the termination of service or until the Option Expiration Date, whichever comes first, unless the Holder's service is terminated for Cause, or the Holder fails to be re-nominated for Cause, in which case the Option shall be forfeited and no portion of it shall be exercisable, even if vested.

In the event that the Holder ceases to serve as a Director due to disability or death, Holder's guardian or legal representative, or the representative of his estate, the beneficiaries under his will or his distributees under the laws of descent and distribution, as the case may be, shall have the same rights as were enjoyed by the Holder.

9. Merger, Reorganization, Etc. In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, stock split or other such change in corporate structure affecting the Stock, such substitution or adjustment shall be made in the number of Shares and the Option Price, as may be determined to be appropriate by the Committee, in its sole discretion; provided that the number of Shares shall always be a whole number.

10. Miscellaneous. Nothing contained herein shall be construed to confer upon the Holder any right to be continued as a Non-Employee Director of the Company.

The Board, with the consent of the Holder, may amend at any time or from time to time, the terms and conditions of the Option.

Any notice which either party hereto may be required or permitted to give to the other shall be in writing, and may be delivered personally or by mail, postage prepaid, addressed as follows: to the Company or an officer of the Company or the Committee or any member thereof, at the Company's offices at 6140 Stoneridge Mall Road, Suite 590, Pleasanton, CA 94588, or at such other address as the Company, or any other such person, by notice to the Holder, may designate in writing from time to time; to the Holder at the address shown below the Holder's signature on this Non-Qualified Stock Option Agreement, or at such other address as the Holder, by notice to the Company, may designate in writing from time to time. Notices shall be effective upon receipt.

This Non-Qualified Stock Option Agreement shall be governed by the laws of the State of California, except to the extent preempted by federal law.

The Option and this Non-Qualified Stock Option Agreement are issued pursuant to, and are subject to all of the terms and conditions of, the Plan, the terms, conditions and definitions of which are hereby incorporated as though set forth at length, and the receipt of a copy of which the Holder hereby acknowledges by signing below. A determination by the Committee as to any questions which may arise with respect to the interpretation of the provisions of the Option or of the Plan shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof not inconsistent with the provisions of the Plan, as it may deem advisable.

WITNESS the signatures of the Company's duly authorized officers and the Holder.

Dated: November __, _____

THE COOPER COMPANIES, INC.

By: _____

Carol R. Kaufman
Vice President of Legal Affairs,
Secretary and Chief Administrative Officer

ATTEST:

By: _____

Robert S. Weiss
Executive Vice President and Chief
Financial Officer

ACCEPTED:

By: _____

[Non-Employee Director]

CONDITIONAL OPTION EXERCISE

If the Holder will be unable to exercise any vested portion of the Option prior to the Option Expiration Date or in the permitted period following cessation of service as a Director because of the Company's desire to prevent an ownership change of the Company's common stock (within the meaning of Section 382 of the Code) that could limit the Company's ability to utilize its net operating loss, the Holder will be entitled to preserve the Holder's right to acquire the Shares by delivering the Notice of Election to Exercise Option and tendering payment of the purchase price for the Shares, subject to all of the following conditions:

(i) The Shares issuable upon such exercise shall be deemed to have been set aside and reserved by the Company as trustee of a trust for the exclusive benefit of the Holder. Such Shares so held in trust shall not be issued except upon termination or removal by the Company of the temporary prohibition against exercise and shall not be deemed outstanding Shares of stock of the Company for any purpose until the termination or removal of such temporary restriction. Upon such termination or removal, the Company will issue and deliver a certificate representing such Shares to the Holder.

(ii) No request by the Company that the Holder delay exercising an Option shall be effective unless the Company first advises the Holder by written notice that the Company has received a favorable ruling from the Internal Revenue Service, or an opinion of legal counsel in form and substance satisfactory to the Company, that the conditional option exercise provided for hereunder will not constitute the acquisition of the Shares for purposes of determining whether an ownership change has occurred under Section 382 of the Code.

THE COOPER COMPANIES, INC.
NON-QUALIFIED STOCK OPTION AGREEMENT
NOTICE OF ELECTION TO EXERCISE OPTION

To: The Cooper Companies, Inc.
6140 Stoneridge Mall Road, Suite 590
Pleasanton, CA 94588

From: _____

I hereby elect to exercise an option to purchase at the price of \$[fair market value calculated as the average of the high and low prices on the date of grant] per share, _____ shares of the Company's common stock pursuant to the terms of an Option granted November 1, _____, covering [17,500][18,900] shares which was granted to me under the 1996 Long Term Incentive Plan for Non-Employee Directors.

Enclosed is my Non-Qualified Stock Option Agreement and payment in the form of _____ * in the amount of \$_____.

Dated: _____, _____.

(Signature)

* If paying by check, make check payable to The Cooper Companies, Inc.
If paying by delivery of stock, contact the Company to determine the number of shares to be delivered.

**RESTRICTED STOCK AGREEMENT
OF
THE COOPER COMPANIES, INC.**

**ISSUED PURSUANT TO THE COOPER COMPANIES, INC.
1996 LONG TERM INCENTIVE PLAN FOR NON-EMPLOYEE DIRECTORS**

AGREEMENT dated this ___th day of _____, ____ by and between [Non-Employee Director] and The Cooper Companies, Inc. (the "Company").

Unless otherwise indicated herein to the contrary, capitalized terms used in this Agreement shall have the same meanings as set forth in The Cooper Companies, Inc. 1996 Long Term Incentive Plan for Non-Employee Directors (the "Plan").

W I T N E S S E T H :

WHEREAS, the Company has adopted the Plan and the Director is a Non-Employee Director eligible to participate therein;

WHEREAS, the Plan provides for a grant on each November 15 of the right to acquire restricted shares of common stock of the Company, par value \$0.10, subject to certain conditions and restrictions;

WHEREAS, the number of shares of restricted stock purchased by Director in accordance with the grant is One Thousand (1,000) shares (the "Restricted Stock");

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Certificate for Restricted Stock. Director acquired Restricted Stock at a price equal to \$0.10 per share (the "Purchase Price"). The amount of One Hundred Dollars (\$100.00), representing the aggregate purchase price of the Restricted Stock, has previously been tendered to the Company by Director. The Company has arranged for the issuance of a certificate in the name of Director representing such shares of Restricted Stock. The certificate evidencing such shares shall be held by the Company during the Restricted Period (as such term is defined in Section 4 below) and Director shall deliver to the Company an executed stock power, endorsed in blank, with respect to such shares. The certificate shall bear a legend referring to the terms, conditions and restrictions applicable to the Restricted Stock as set forth in the Plan and this Agreement.

2. Rights of a Stockholder. Subject to Sections 5 and 6 hereof, Director shall have, with respect to the Restricted Stock, all of the rights of a stockholder of the Company, including the right to vote the shares of Restricted Stock and the right to receive any cash dividends with respect thereto. Notwithstanding the preceding, any dividend paid in shares of stock shall be treated as additional shares of Restricted Stock until such time as the shares of Restricted Stock, with respect to which such dividend was paid, become nonforfeitable pursuant to this Agreement.

3. Removal of Restrictions. Restrictions on Restricted Stock will be removed only upon the earlier to occur of (a) the average of the closing prices of a share of common stock of the Company on the principal stock exchange or market on which the shares are traded (composite

quotations, as rounded to the nearest whole cent) during any 30 consecutive trading days occurring after [date of grant] attains \$[price 10% above the average of the high and low prices of the stock on the date of grant], or (b) [the fifth anniversary of the date of grant].

4. Cessation of Service. In the event that Director ceases to serve as such, any Restricted Stock which has not yet become nonforfeitable shall do so immediately and all restrictions shall be removed therefrom unless Director's service as such is terminated for Cause or Director fails to be re-nominated as a Director for Cause, in which case all shares of Restricted Stock which have not become nonforfeitable pursuant to Section 3 hereof shall be forfeited. In the latter case, the Company shall cancel each certificate representing the forfeited shares and shall pay to Director (or his estate, in the case of Director's death prior to payment) an amount equal to the number of forfeited shares multiplied by the Purchase Price per share. If a share of Restricted Stock has been forfeited, Director shall not have any right, title or interest with respect to such share other than the right to receive such payment of the Purchase Price.

5. Restricted Period. Prior to the date as of which the Restricted Stock becomes nonforfeitable (the "Restricted Period"), Director may not sell, transfer, pledge or assign the Restricted Stock. Once the Restricted Stock becomes nonforfeitable pursuant to Section 3 or 4 hereof, such shares shall no longer be shares of Restricted Stock, and Director shall have full ownership rights with respect thereto. As soon as practicable thereafter, the Company shall deliver to Director one or more unlegended certificates representing all such nonforfeitable shares.

6. Representations. The Committee may require Director to represent to and agree with the Company in writing that Director is acquiring the shares of Restricted Stock for investment purposes and without a view to distribution thereof. The Company may condition the delivery of the Restricted Stock upon the listing, registration or qualification of the shares upon a securities exchange or under applicable securities laws. The shares of Restricted Stock shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Stock is then listed and any applicable Federal or state securities law. The Company may cause a legend to be put on each certificate representing shares of Restricted Stock to reflect any of the provisions of this Section 6.

7. Continuation as a Director not Implied. Nothing contained in the Plan or this Agreement shall confer upon Director the right to continue to serve as a Director of the Company.

8. Merger, Reorganization, Etc. In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, stock split or other such change in corporate structure affecting the Restricted Stock, such substitution or adjustment shall be made in the number of shares of Restricted Stock as may be determined to be appropriate by the Committee in its sole discretion; provided that the number of shares of Restricted Stock shall always be a whole number.

9. Income Taxes. Following the date as of which an amount with respect to the Restricted Stock first becomes includible in the gross income of Director for federal income tax purposes, the Director shall receive from the Company a notice setting forth the gain incurred with respect to the shares of Restricted Stock acquired hereunder. Payment of the appropriate taxes is the sole responsibility of the Director.

10. Amendments. The Board, with the consent of Director, may amend at any time or from time to time the terms and conditions of the Restricted Stock Agreement.

11. Notices. Any notice which either party hereto may be required or permitted to give to the other shall be in writing, and may be delivered personally or by mail, postage prepaid, addressed as follows: to the Company or any officer of the Company or the Committee or any member thereof, at the Company's offices at 6140 Stoneridge Mall Road, Suite 590, Pleasanton, CA 94588, or at such other address as the Company, or any other such person, by notice to Director may designate from time to time, and to Director at Director's address as set forth below, or such other address as Director by notice to the Company may designate in writing from time to time. Notices shall be effective upon receipt.

12. Governing Law. This Agreement shall be governed by the laws of the State of California, except to the extent preempted by Federal law.

13. Incorporation of the Plan; Interpretations. This Agreement is entered into pursuant to, and is subject to all of the terms and conditions of the Plan, the terms, conditions and definitions of which are hereby incorporated as though set forth at length, and the receipt of a copy of which Director hereby acknowledges by his signature below. A determination by the Committee as to any questions, which may arise with respect to the interpretation of this Agreement or the Plan, shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof not inconsistent with the provisions of the Plan, as it may deem advisable.

WITNESS the signatures of the Company's duly authorized officers and of Director.

THE COOPER COMPANIES, INC.

By: _____

Carol R. Kaufman
Vice President of Legal Affairs,
Secretary and Chief Administrative Officer

ATTEST:

By: _____

Robert S. Weiss
Executive Vice President and
Chief Financial Officer

ACCEPTED:

By: _____

[Non-Employee Director]
[Address 1]
[Address 2]