

**Partner Services Agreement**  
**Terms and Conditions**

**1. Definitions**

- A. "Customer" – Your Patient or another person who purchases or receives THE COMPANY's Product from You or Your Practice, either directly or via a Doctor Directed Delivery order.
- B. "Doctor Directed Delivery (3D)" – An arrangement by which The Company's Products are sold to Your Practice by The Company on a wholesale basis, and then resold by Your Practice to a Customer, with THE COMPANY managing the resale on behalf of Your Practice, including billing, collection, and product shipment to the Customer; all in fulfillment of an order placed either by the Customer, or by Your Practice on behalf of the Customer. Doctor Directed Delivery orders may be either one time orders or Subscription Orders.
- C. "Effective Date" – The date these Terms and Conditions are agreed to by You.
- D. "Partner" – A licensed physician or doctor, or group of licensed physicians or doctors, who or which accepts these Terms and Conditions.
- E. "Partner Account" - An account maintained by THE COMPANY in Your name, to which all revenues from the sale of THE COMPANY Products to Customers on a 3D basis, on behalf of You or Your Practice, will be credited.
- F. "Product Cost To Partners" - The price of Product sold by THE COMPANY to You, either for your inventory, or as a component of any 3D sale to a Customer by THE COMPANY on Your behalf.
- G. "Product Cost To Partner Schedule" – The then current list of THE COMPANY Products and their corresponding Product Cost To THE COMPANY Partners.
- H. "Retained Revenue" - The net difference between (i) the total revenue from the resale of THE COMPANY's Products, on a 3D basis, to Your patients, and (ii) the combined Product Cost to the Partner and THE COMPANY's Services Fees for those Products.
- I. "Subscription Order" – A type of Doctor Directed Delivery order in which THE COMPANY's products are shipped to the Customer, by THE COMPANY, on an order that automatically renews, subject to a schedule determined or agreed to by the Customer, until such order is terminated or changed.
- J. "Terms and Conditions" – This Agreement governing the terms and conditions under which You may purchase and sell THE COMPANY's Products as a Partner.
- K. "THE COMPANY" – PRN Physician Recommended Nutraceuticals, LLC DBA Doctor's Advantage Products
- L. "The Products" - High quality uniquely formulated nutraceuticals or dietary supplements manufactured or distributed by THE COMPANY, designed to support the healthy ocular structure and function of Customers.
- M. "THE COMPANY's Services Fee" - A fee or fees charged by THE COMPANY for the administrative and logistical services. THE COMPANY provides to You and Your Practice, and/or to Customers on Your behalf, in support of sales of THE COMPANY's Products made on a 3D basis.
- N. "THE COMPANY's Services Fee Schedule" – The then current list of both non-discounted and discounted Services Fees.

- O. You” and “Your” – Refers to the Partner.
- P. “Your Practice” – Refers to the professional medical practice owned and operated, in whole or in part, by You.
- Q. “Your Patient” – A patient of Your Practice.

## 2. Sale of THE COMPANY’s Products

- A. **Option 1: Patient Connect – Doctor Directed Delivery (3D):** THE COMPANY Products are purchased by Your Practice and then resold by Your Practice and shipped, by THE COMPANY, directly to the Customer, in fulfillment of an order placed either by the Customer, or by Your Practice on behalf of the Customer.
  - 1) To establish a new 3D order for THE COMPANY Products, You or Your Practice will need to send certain patient-specific information to THE COMPANY, such as name, address, phone number, recommended product, which, in most cases, can be accomplished through using **THE COMPANY’s eRX solution**. In select cases, You can advise Your Patient to call or visit the THE COMPANY’s website to order THE COMPANY’s Products.
- B. **Option 2: Patient Connect Retail:** If You want to sell the initial supply of THE COMPANY Products to Customers in Your office, THE COMPANY will sell THE COMPANY’s Products to Your Practice, on a wholesale basis, for Your Practice to maintain in inventory and sell or otherwise start the Customer in Your office with their first supply.
  - 1) The practice will then connect the customer to THE COMPANY for future 3D orders;
  - 2) To establish a new 3D order for THE COMPANY Products, You or Your Practice, with THE COMPANY’s assistance, will create a THE COMPANY transaction report in your EHR or PMS, that will contain specific information about the customers who purchased their initial supply in your office, such as name, address, phone number and recommended product;
  - 3) The transaction report will be transmitted to THE COMPANY on a bi-weekly basis (15<sup>th</sup> & 30<sup>th</sup> of each month).
- C. **Doctor Directed Delivery (3D) Services Provided by THE COMPANY (For Both Options):** THE COMPANY will support Your Practice’s sale of THE COMPANY Products through 3D sales, by doing the following:
  - 1) Relieve Your Practice of the need to order, maintain, and store the inventory necessary for such sales;
  - 2) On behalf of Your Practice, manage the sale, by Your Practice, of THE COMPANY’s Products ordered through THE COMPANY on a 3D basis, and collect payments for those Products;
  - 3) Take care of shipping THE COMPANY’s Products, ordered on a 3D basis through THE COMPANY, directly to Customers, and if the 3D option is selected, shipping charges to the Customer will be waived (shipping charges will only be waived on subscription orders, not on one-time orders);
  - 4) Maintain a staff of trained Product Advisors who can answer questions regarding the use of THE COMPANY Products, and who will follow-up if subscription orders are cancelled or modified, to determine the reason for cancellation or modification; and
  - 5) Provide You with reports and/or on-line access to relevant information concerning Your Partner Account, and the status of compliance by Customers with Your recommendations for THE COMPANY Products ordered on a 3D basis.
- D. **Revenue:** On and after the Effective Date, the revenue from all sales of THE COMPANY

Products, to Customers, whether an Office Sale as described in Section 2.B above, or a 3D sale as described in Section 2.A above, will be Your Practice's revenue.

1) THE COMPANY will, on Your behalf, bill and collect from Customers for all sales of THE COMPANY's Products made on a 3D basis, and will report those revenues to You.

E. Reporting: THE COMPANY will also report the following to You:

1) The Product Cost to the Partner of THE COMPANY's Products sold to Your Practice for: (i) Your Practice's inventory, and (ii) resale to Customers on a 3D basis; and

2) THE COMPANY's Services Fees related to the THE COMPANY's Products resold to Customers on a 3D basis.

F. Product Cost To Partner: The current Product Costs to Partner's of THE COMPANY's Products are set forth in the current Product Cost to Partner Schedule attached to this Agreement or otherwise provided to You by or on behalf of THE COMPANY. Product Costs to Partners are subject to change from time to time by THE COMPANY at its sole discretion. THE COMPANY will make reasonable efforts to inform all Partners of changes to the Product Cost To THE COMPANY Partner Schedule, and copies of the then current Product Cost To THE COMPANY Partner Schedule will be available from THE COMPANY 30 days prior to change.

G. Services Fee: The current non-discounted and discounted Services Fee(s) is (are) set forth in the current Services Fee Schedule attached to this Agreement or otherwise provided to You by or on behalf of THE COMPANY. Services Fees are subject to change from time to time by THE COMPANY at its sole discretion. THE COMPANY will make reasonable efforts to inform all Partners of changes to the Services Fee Schedule, and copies of the then current Services Fee Schedule will be available from THE COMPANY 30 days prior to change.

H. Discounted Fees: THE COMPANY Service Fees are set to reflect the fair-market value of the infrastructure, THE COMPANY has built and the services it provides to support Partners and their customers in connection with the sale of THE COMPANY's Products. THE COMPANY generally sets its non- discounted Service Fees for each Product to equal the difference between the recommended retail price of the product when sold to a Customer, and the Product Cost to Partners of such product. If, however, You initiate at least one (1) new Subscription customer in a calendar month, then, for the following calendar month, THE COMPANY will apply discounted Service Fees, as per the then current Services Fee Schedule, for all 3D resales made to Customers, on behalf of Your Practice, during that following month.

I. Retained Revenue: THE COMPANY will, on a monthly basis, debit the cumulative Product Costs to Partners of Products sold to Your Practice, as well as the cumulative Services Fees for such sales, from the revenues collected by THE COMPANY from the 3D sales of THE COMPANY's Products to Your Customers. THE COMPANY will then credit Your Partner Account for all Retained Revenues.

1) Your Retained Revenues may vary each month based on numerous factors including Your volume of 3D sales, whether You initiate at least one (1) new Subscription sale in a calendar month, Your THE COMPANY Product mix, possible future changes to THE COMPANY's suggested retail prices, the Product Costs to the Partner of THE COMPANY's Products, and the applicable Services Fees.

J. Compliance With THE COMPANY Policies and Procedures: THE COMPANY will adopt, from time to time, policies and procedures concerning the sale and resale of THE COMPANY's Products, support of THE COMPANY's partners and customers, compliance with applicable rules and regulations, and other matters concerning its business. THE COMPANY will make You aware of these policies and procedures, 30 days prior to their

effective date, and will provide training and guidance to answer questions and assist Partners in understanding and complying with these policies and procedures. You agree to comply with all such policies and procedures, as reasonably practicable and to inform THE COMPANY if You, or anyone else in Your Practice, has any questions or issues concerning them. Failure to comply with THE COMPANY's policies and procedures could cause THE COMPANY to close Your Partner Account and terminate your status as a Partner.

- K. Additional Steps: You may be asked, from time to time, to take certain additional steps necessary to enable THE COMPANY to provide its services. For example, You may need to allow the installation of software on Your Practice's computer systems to provide a link between your office systems and THE COMPANY. For each of these steps, You will be given a separate explanation of the needed action on Your part, and You will have the opportunity to agree or disagree. However, if You don't agree to a step that is necessary for THE COMPANY to operate under these Terms and Conditions, then that could cause THE COMPANY to have to close Your THE COMPANY Partner Account and terminate your status as a THE COMPANY Partner.
- 1) In connection with any installation of software on Your computer systems, to provide a link between Your office systems and THE COMPANY, THE COMPANY agrees that at all times it shall keep confidential Your information, Your Practice's information, and any information pertaining to Your Customers and Your Patients, and shall use such information only for the limited purposes set forth in these Terms and Conditions.

### 3. Sales Taxes

- A. Applicable Rules: Different states and municipalities have varying rules concerning sales and similar taxes. Sales of dietary supplements and nutraceutical products, like THE COMPANY's Products, are often, but not always, exempt from state and local sales taxes. Depending, however, on which state and municipality Your Practice is located in, there may be state and/or local sales taxes due from Customers in connection with their purchase of THE COMPANY's Products from Your Practice, including sales made on a 3D basis and managed by THE COMPANY on Your behalf. You are encouraged to check with Your tax advisor concerning all tax questions or issues.
- B. Our Respective Responsibilities: If the state and/or municipality in which Your Practice is located assesses state and/or local sales taxes in connection with the sale of THE COMPANY's Products to Customers from Your Practice, it will be the responsibility of Your Practice to collect those applicable sales taxes, if any, from Customers, and, in such circumstances, to remit those collected taxes to the applicable state and local taxing authorities. This includes, if applicable, taxes on sales made to Customers on a 3D basis and managed by THE COMPANY on Your behalf. THE COMPANY will assist You in this regard by billing Customers, on behalf of Your Practice, for any applicable sales taxes on 3D sales. THE COMPANY will then, on a monthly basis, pass on to Your Practice all such collected sales taxes, for remittance by Your Practice to the appropriate taxing authorities. THE COMPANY will also give Your Practice the information it will need to include such taxes in the sales or other tax returns You or Your Practice files with the applicable local and state taxing authorities. **THE COMPANY will not, however, be responsible for remitting any taxes to any taxing authority, or filing any local or state sales tax returns, on Your behalf, or on behalf of Your Practice, unless this Agreement is accompanied by the Sales Tax Addendum to Partner Services Agreement.**
- C. Resale Certificates: If Your state allows You to present a resale certificate or similar paperwork that would allow THE COMPANY to not charge Your Practice with state or local sales taxes on the wholesale sale from THE COMPANY to Your Practice, when such wholesale sales are made for the purpose of Your resale to Customers, then THE

COMPANY will accept such paperwork, provided it has been fully and accurately completed, and in such circumstances THE COMPANY will not charge Your Practice for those taxes. This will not, however, have any effect on any obligation Your Practice may have, if applicable in Your state and municipality, to collect and remit sales taxes from Customers, as set forth in Section 3.B above.

- D. Confidentiality: “Confidential Information: These Terms and Conditions, including all THE COMPANY Product pricing and THE COMPANY Services Fees, and any confidential and/proprietary information of either party disclosed to the other party under these Terms and Conditions, shall be held by both parties in confidence and not disclosed to any third party during the Term of this Agreement and for two (2) years thereafter, except to the extent required to be disclosed by law or by the order of a court of similar judicial or administrative body; provided, however, that the disclosing party agrees to notify the other party of any such disclosure requirement immediately and in writing, and shall cooperate in obtaining a protective or similar order with respect to such disclosure requirement.
- E. HIPAA Business Associate Agreement: To establish a new 3D order for THE COMPANY’s Products, You or Your Practice may need to send certain patient-specific information to THE COMPANY, such as name, address, phone number, recommended product, etc. THE COMPANY will then use this information to set-up the order and provide the services to Your Practice in support 3D sales, as set forth in Section 2.A above, including shipping, billing, and providing product support to Your Customers. THE COMPANY will, therefore, function as a Business Associate to You, or Your Practice, as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). HIPAA requires, in such circumstances, that there be a signed Business Associate Agreement in place between the Covered Entity (Your Practice) and the Business Associate (THE COMPANY), in order to ensure that the Customers’ individually identifiable information is protected in accordance with HIPAA requirements. The Business Associate Agreement is attached hereto as Exhibit “A.” Both You and THE COMPANY must sign the Acknowledgement to the Business Associate Agreement for it to be legally in effect.
- F. Confidential Information: These Terms and Conditions, including all Product pricing and Services Fees, and any confidential and/or proprietary information of THE COMPANY disclosed to You under these Terms and Conditions, shall be held by You in confidence and not disclosed to any third party during the Term of this Agreement and for two (2) years thereafter, except to the extent required to be disclosed by law or by the order of a court or similar judicial or administrative body; provided, however, that You agree to notify THE COMPANY of any such disclosure requirement immediately and in writing, and shall cooperate with THE COMPANY, at THE COMPANY’s expense, in obtaining a protective or similar order with respect to such disclosure requirement.
- G. Survival: The provisions of this Section 3 concerning confidentiality shall survive termination of this Agreement.

#### **4. Pricing and Returns**

- A. Retail Pricing: To ensure fairness to all Partners and their customers, THE COMPANY will provide suggested retail prices for all THE COMPANY’s Products. You agree to sell THE COMPANY Products only at the suggested retail prices, unless such Products are given to Customers free of charge by You from Your Practice’s inventory.
- B. Changes to Pricing: THE COMPANY may, from time to time, change the suggested retail price for any of THE COMPANY’s Products. If this occurs, THE COMPANY will notify You of the new suggested retail prices 30 days prior to change
- C. No Internet Sales: You agree that neither You nor Your Practice will sell any THE COMPANY’s Product over the internet or by any other electronic ordering means, other than sales on a 3D basis as set forth in these Terms and Conditions.

- D. Returns: To ensure fairness to all THE COMPANY Partners and their customers, You agree that returns and/or refunds on any sales made under this Agreement shall be governed exclusively by THE COMPANY's policies and procedures, which shall be made available to You upon request and are subject to change from time to time at THE COMPANY's discretion.

## 5. Intellectual Property

All of THE COMPANY's materials, logos, distinctive designs, packaging, etc. belong to THE COMPANY and may be used by You and Your Practice only with permission, and only as long as You maintain Your status as a Partner in good standing. The provisions of this Section 5 concerning intellectual property shall survive termination of this Agreement.

## 6. Complaints and Adverse Events

If You or anyone in Your Practice learn of any complaint about THE COMPANY's Products involving a real or possible product defect or adverse reaction in a product user, You agree to promptly (within one (1) business day) submit a written notification concerning the complaint to THE COMPANY, using THE COMPANY's standard complaint or adverse event reporting form, and You agree to cooperate fully with THE COMPANY, and any government agencies concerned, in investigating and resolving the complaint. The provisions of this Section 6 concerning complaints and adverse events shall survive termination of this Agreement.

## 7. Changes to THE COMPANY Products or the Terms and Conditions

- A. Changes to Products and Services: THE COMPANY has the right to change its products and services with 30 days written notice

## 8. Acceptance

Acceptance of these Terms and Conditions supersedes all prior agreements between You and THE COMPANY regarding the sale or resale of THE COMPANY's Products.

## 9. Warranties

- A. Exclusive Remedy: THE COMPANY warrants that each of THE COMPANY's Products, when shipped by THE COMPANY, will conform to the applicable specifications published by THE COMPANY. THE COMPANY additionally warrants that all services performed or otherwise provided by THE COMPANY will be performed with due care in a professional and competent manner. As its sole obligation, and Your (and Your Customers') exclusive remedy for any breach of any warranty relating to THE COMPANY's Products, THE COMPANY will, at its own expense, replace the defective product or refund the amounts paid to THE COMPANY for such product. In addition, for any breach of any warranty relating to services provided by THE COMPANY, THE COMPANY will, at its own expense, re-perform the Services which gave rise to the breach or, at THE COMPANY's option, refund the Services Fee(s) paid by You for Services which gave rise to the breach.
- B. Reliance: The express warranties in this Section 9 are in lieu of all other warranties, whether express, implied, or statutory, regarding THE COMPANY's Products and services, including any warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. You acknowledge that You have relied on no warranties other than the express warranties in this Section 9.
- C. No Other Warranties: You agree not to make or publish any representations, warranties, or guarantees on behalf of THE COMPANY concerning any Product, that are inconsistent with the product warranties in this Section 9.
- D. Returns: THE COMPANY Products may not be returned to THE COMPANY without THE COMPANY's prior written authorization. Any approved returns may be subject to restocking charges payable by You or the Customer.

- E. Survival: The provisions of this Section 9 concerning warranties shall survive termination of this Agreement.

## 10. Required THE COMPANY Product Education

- A. Education Requirement: THE COMPANY believes that it is essential that all Partners complete a required education program on the effective use of THE COMPANY's Products by their Customers. This education program will be provided by THE COMPANY and will cover, among other things, the mechanisms of action, indications, and contra-indications for each Product, how each Product should be used, what potential side effects and/or adverse reactions might occur, what precautions, if any, should be followed in the use of THE COMPANY's Products, what potential drug interactions, if any, might be associated with the use of THE COMPANY's Products, and THE COMPANY's adverse event reporting procedures. The education program will also cover the administrative and financial arrangements applicable Partners. You agree that:
- B. You, and each licensed medical professional in Your Practice who may recommend THE COMPANY's Products, or assist Customers in the order of THE COMPANY's Products, will be asked to complete THE COMPANY's education program. Any new licensed medical professional who joins Your Practice while this Agreement is in effect shall also be asked to complete the required education program prior to participating in the Services Agreement.
- C. Non-compliance: Non-compliance with the provisions of this Section 10 may result in THE COMPANY reducing or withholding any Retained Revenue to which You might otherwise be entitled. THE COMPANY may terminate this Agreement if it becomes aware that Your Practice has not complied with this requirement and such non-compliance is not promptly corrected.

## 11. Limitation of Liability

Neither of us will be liable to the other for any consequential, indirect, exemplary, special or incidental damages, including any lost data or profits, arising from or relating to these Terms and Conditions, or to the products and/or the services provided hereunder. To the extent permitted under applicable law, each of our total cumulative liability in connection with these Terms and Conditions and the products and/or services provided hereunder, whether in contract or tort or otherwise, will not exceed the Retained Revenues in Your Partner Account for the calendar quarter preceding the events giving rise to such liability. The provisions of this Section 11 concerning limitation of liability shall survive termination of this Agreement.

- A. Sales and Resales On and After the Effective Date: Beginning on the Effective Date, THE COMPANY will process all sales and/or resales of THE COMPANY Products to You, Your Practice, and Customers exclusively under these Terms and Conditions.

## 12. Term and Termination

- A. Start of Term: The term of this Agreement shall start on the Effective Date and shall continue until it is terminated.
- B. Termination By Either Party: Either of us may terminate this Agreement at any time, for any reason, upon written notice to the other of such termination.
- C. Effect of Termination on You: Upon termination of this Agreement for any reason, Your status as a Partner will terminate and You will no longer be able to exercise any of the rights or privileges of a Partner, including Your right to sell or resell THE COMPANY's Products and Your right to use intellectual property belonging to THE COMPANY.
  - 1) Upon termination, You will be entitled to any amounts in Your Partner Account as of the date of termination, subject to a final accounting by THE COMPANY.

- D. Effect of Termination on THE COMPANY: The termination of this Agreement shall not limit or restrict THE COMPANY from directly selling THE COMPANY's Products to Your Patients. After the date of termination, any new sales of THE COMPANY's Products (including new or continued Subscription orders) to Your patients will thereafter be deemed direct sales of THE COMPANY and no amounts will be due to You or Your Practice related to such sales.

### 13. Governing Law and Dispute Resolution

Governing Law: This Agreement will be governed by the laws of Delaware, without regard for its conflicts of law principles. If a dispute or controversy regarding any matter under these Terms and Conditions arises between us which we are unable to resolve, such dispute shall be submitted to final and binding arbitration in lieu of any proceeding before any court. We each agree that we will participate in any such arbitration in good faith, and that we will share equally in its costs. The provisions of this Section may be enforced by any Court of competent jurisdiction, and whichever of us that commences any action seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

Survival: The provisions of this Section 14 concerning governing law and dispute resolution shall survive termination of this Agreement.

### 14. General

- A. Notice: Any notice required under these Terms and Conditions must be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) on the date on which such notice is delivered by email with confirmation that the email has been received and read; or (c) one (1) business day after deposit with a recognized overnight courier that provides tracking and verification of delivery (e.g. Federal Express, UPS). All notices shall be sent to the address set forth in these Terms and Conditions or at such other address(es) as a party may designate by advance written notice to the other party. An electronic copy of any notice sent to THE COMPANY shall be sent to its corporate offices attention: Partner Relations.
- B. Waiver: Any waiver or failure to enforce any provision of these Terms and Conditions on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- C. Force Majeure: Neither of us shall be liable to the other for any delay or failure of performance resulting from any cause beyond our reasonable control, including weather, civil disturbances, acts of civil or military authorities, or acts of God.
- D. Authorization: You represent and warrant that You are legally authorized to agree to these Terms and Conditions on behalf of You and Your Practice.
- E. Independent Contractors: Our legal relationship to each other is that of independent contractors, and neither of us is an agent or partner of the other. You do not have, and will not represent to any third party that You have any authority to act on behalf of, or bind, THE COMPANY.
- F. Entire Agreement: This Agreement (including any exhibits or attachments) constitutes the entire agreement between us regarding the subject of these Terms and Conditions, and supersedes all prior and contemporaneous agreements, understandings, marketing materials, and communications, whether written or oral.



An example of PRN Standard Pricing, Product Cost and Service Fees:

| 2020 PRICES   |   |  |  |       |
|---|---|--|--|-------|
|   | <b>Retail Price<br/>(Total Revenue)</b> | <b>Cost of Product + Service<br/>Fees*</b> | <b>Net Margin<br/>(Retained Revenue)</b> |       |
| <b>US EYE PRODUCTS</b>  |   |  |  |       |
| 12 wk supply  |   |  |  |       |
| US Dry Eye Omega Benefits Softgels  | \$ 162.00                               | \$ 129.60                                  | \$                                       | 32.40 |
| US Dry Eye Omega Benefits Liquid  | \$ 162.00                               | \$ 129.60                                  | \$                                       | 32.40 |
| Numaqua Omega Softgels  | \$ 165.00                               | \$ 132.00                                  | \$                                       | 33.00 |
| Numaqua Vitamin Tablets   | \$ 85.50                                | \$ 68.40                                   | \$                                       | 17.10 |
| Nuretin Softgels  | \$ 104.85                               | \$ 83.88                                   | \$                                       | 20.97 |
| * Service Fees Include: Marketing Support, Account Management, Customer Service, Subscription Management & Reporting, Customer Billing, Credit Card Fees, Inventory Warehousing, Product Procurement, UPS Shipping Fees, Shipping Materials, & Handling |   |  |  |       |

An example of Doctor's Advantage Standard Pricing, Product Cost and Service Fees:

| 2020 PRICES   |   |  |  |       |
|---|---|--|--|-------|
|   | <b>Retail Price<br/>(Total Revenue)</b> | <b>Cost of Product + Service<br/>Fees*</b> | <b>Net Margin<br/>(Retained Revenue)</b> |       |
| <b>US EYE PRODUCTS</b>  |   |  |  |       |
| 12 wk Supply  |   |  |  |       |
| Macular Shield Plus Multi   | \$ 98.85                                | \$ 79.08                                   | \$                                       | 24.00 |
| Macular Shield  | \$ 74.85                                | \$ 59.88                                   | \$                                       | 15.00 |
| Macular Shield Zinc Free  | \$ 74.85                                | \$ 59.88                                   | \$                                       | 15.00 |
| Daily Shield  | \$ 98.85                                | \$ 79.08                                   | \$                                       | 24.00 |
| Omega Shield  | \$ 74.85                                | \$ 59.88                                   | \$                                       | 15.00 |
| EyeRelief - Dry Eye Formula   | \$ 98.85                                | \$ 79.08                                   | \$                                       | 24.00 |
| Glaucoma Shield   | \$ 98.85                                | \$ 79.08                                   | \$                                       | 24.00 |
| * Service Fees Include: Marketing Support, Account Management, Customer Service, Subscription Management & Reporting, Customer Billing, Credit Card Fees, Inventory Warehousing, Product Procurement, UPS Shipping Fees, Shipping Materials, & Handling |   |  |  |       |

[Exhibit A to the THE COMPANY Services Agreement for THE COMPANY Partners]

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (this "Agreement") is entered into effective as of the date the Acknowledgement is signed by and among Covered Entity and Business Associate in order to comply with The Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information("PHO") and business associates under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

## STATEMENT OF AGREEMENT

- 1. HIPAA Compliance and Agents.** Business Associate hereby agrees to comply with the "Business Associate" requirements under HIPAA, throughout the term of this Agreement. Further, Business Associate agrees that to the extent it has access to PHI received from, or created or received on behalf of, Covered Entity, Business Associate will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, employee, subsidiary, and affiliate of Business Associate to whom it provides PHI received from, or created or received on behalf of, Covered Entity, will be required to fully comply with HIPAA, and will be bound by the same restrictions and terms and conditions as set forth in this Agreement.
- 2. Use and Disclosure; Rights.** Business Associate agrees that it shall not to use or disclose PHI received from, or created or received on behalf of, Covered Entity, except as permitted under this Agreement or as required by law. Business Associate acknowledges that this Agreement does not in any manner grant Business Associate any greater rights than Covered Entity enjoys, nor shall it be deemed to permit or authorize Business Associate to use or further disclose PHI in a manner that would otherwise violate the requirements of HIPAA if done by Covered Entity.
- 3. Required or Permitted Uses.** Business Associate agrees that it is permitted to use or disclose PHI received from, or created or received on behalf of, Covered Entity, only: (a) upon obtaining the authorization of the patient to whom such PHI pertains, in accordance with 45 C.F.R. §164.502(a)(1)(iv) and §164.508, (b) upon obtaining the consent of a patient to whom such PHI pertains, if the use or disclosure is for purposes of treatment, payment, or health care operations, in accordance with 45 C.F.R. §164.502(a)(1)(ii) and §164.506, or (c) without an authorization or consent, if in accordance with 45 C.F.R. §164.506, §164.510, §164.512, §164.514(e), §164.514(f), §164.514(g), or as otherwise permitted or required by agreement or law. In addition, Business Associate may use PHI received in its capacity as a business associate to Covered Entity, if necessary, for Business Associate's proper management and administration of its business or to carry out its legal responsibilities.  
**Safeguards; Location.** Business Associate agrees to develop and use appropriate procedural, physical, and electronic safeguards to prevent misuse of PHI. Upon written request from Covered Entity, Business Associate agrees to inform Covered Entity of the location of any PHI disclosed by Covered Entity to Business Associate, or created by Business Associate on behalf of Covered Entity, and held by or under the control of Business Associate or those to whom Business Associate has disclosed such PHI.
- 4. Minimum Necessary.** Business Associate shall limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request, in accordance with the requirements of HIPAA. Business Associate represents that all uses, disclosures, and requests it will make shall be the minimum necessary in accordance with HIPAA requirements. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose

when the information is requested by Business Associate. Business Associate acknowledges that if Business Associate is also a covered entity, as defined by HIPAA, Business Associate is required, independent of Business Associate's obligations under this Agreement, to comply with the HIPAA minimum necessary requirements when making any request for PHI from Covered Entity.

5. Records; Covered Entity Access. Business Associate shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures of such information by Business Associate as may be deemed necessary and appropriate in the reasonable discretion of Business Associate. Business Associate shall provide Covered Entity with reasonable access, during normal business hours, to examine and copy such records and documents of Business Associate as reasonably pertain to PHI received from, or created or received on behalf of, Covered Entity. Business Associate and Covered Entity agree to cooperate in good faith with each other and to assist each other in complying with the requirements of HIPAA and any investigation of either party regarding compliance with HIPAA conducted by the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights, or any other administrative or judicial body with jurisdiction.
6. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to DHHS all necessary and appropriate information, as needed, regarding its internal practices, as well as reasonable access to its books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's or Business Associate's compliance with HIPAA.
7. Designated Record Set; Individual Access. Business Associate shall maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI that was received from, or created or received on behalf of, Covered Entity. In accordance with an individual's right to access to their own PHI under HIPAA, Business Associate shall make available all PHI in that designated record set to the individual to whom that information pertains, or to such individual's representative, upon a written request by such individual or such individual's representative.
8. Accounting. Business Associate shall make available all PHI received from, or created or received on behalf of, Covered Entity or any other related information reasonably required to provide, or assist in preparing, an accounting of disclosures in accordance with HIPAA.
9. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI received from, or created or received on behalf of, Covered Entity that is not permitted under this Agreement.
10. Amendment of and Access to PHI; Notification. Business Associate shall make available PHI received from, or created or received on behalf of, Covered Entity for amendment in accordance with this Agreement and in compliance with HIPAA, and shall incorporate any

amendments to such PHI accordingly. Business Associate shall make reasonable efforts to notify persons, organizations, or other entities, including other business associates, known by Business Associate to have received the erroneous or incomplete PHI and who may have relied, or could foreseeably rely, on such information to the detriment of the individual patient. Business Associate shall update applicable PHI when notified by Covered Entity.

11. Termination Rights. Business Associate acknowledges and agrees that Covered Entity shall have the right to immediately terminate this Agreement, upon written notice, in the event Business Associate fails to reasonably comply with HIPAA requirements concerning PHI and the above requirements. This Agreement authorizes Covered Entity to terminate the Agreement, if Covered Entity reasonably determines that Business Associate has violated a material term of the Agreement required by HIPAA.
12. Breach or Violation; Knowledge. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity shall take any steps reasonably necessary to cure such breach or end such violation, and, if such steps are unsuccessful, shall either (a) terminate this Agreement, if feasible, pursuant to Section 12 above, or (b) if termination is not feasible, report the breach or violation to DHHS.
13. Return of PHI. Business Associate agrees that, upon termination of this Agreement, and if commercially reasonable, Business Associate shall (a) return or destroy all PHI received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information or, (b) if such return or destruction is not commercially reasonable, extend the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not commercially reasonable.
14. Notices. All notices and other communications under this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, faxed (which is confirmed) to that Party at the fax number for that Party set forth at the end of this Agreement, mailed by certified mail (return receipt requested) to that Party at the address for that Party set forth at the end of this Agreement (or at such other address for such Party as such Party shall have specified in a notice to the other Parties), or delivered to Federal Express, UPS, or any similar express delivery service for delivery to that Party at that address.
15. Non-Waiver. No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
16. Gender and Numbers; Headings. Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.

17. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement.
18. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be transferred or assigned by Business Associate without the prior written consent of Covered Entity.
19. Severability; Governing Law. With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
20. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents.
21. Further Assurances. Each Party shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

