

Terms and Conditions

1. **Overview.** The [VISIONARY ALLIANCE] (the "Promotion") is offered by Hoya Optical Labs of America, Inc. ("Hoya Vision Care"). The Promotion is an industry trade promotional discount program pursuant to which professional eyecare practices, which meet the eligibility criteria set forth in Section 3 below and are properly enrolled in, and approved for, the Promotion pursuant to the requirements of Section 5 below, may earn discounts on certain Hoya Vision Care purchases in the form of after-purchase rebates.
2. **Terms and Conditions.** These Promotional Terms and Conditions ("Terms and Conditions") govern the operation of the Promotion, superseding any and all terms, conditions, or rules previously discussed or in effect with respect to the Promotion. In the event of a discrepancy between these Terms and Conditions and any advertising/collateral material, the Terms and Conditions shall apply. These Terms and Conditions supplement or in the event of any overlap of subject matter, replace the standard terms and conditions that appear on the back of the New Account Application or any applicable Lab Services Agreement. By participating in the Promotion, the professional eyecare practice accepts these Terms and Conditions in addition to the terms and conditions on the back of the New Account Application form.
3. **Eligibility.** The Promotion is available only to professional eyecare practices that (a) are located in one of the fifty states in the United States or the District of Columbia, (b) are invited by Hoya Vision Care to participate in the Promotion, (c) have an active account with Hoya Vision Care (as verified solely by Hoya Vision Care), ("Eligible Practices"). Enrollment is limited to Eligible Practices; and participation in the Promotion is limited to enrolled Eligible Practices that are expressly approved to participate in advance of their applicable purchases by Hoya Vision Care. If an Eligible Practice has more than one practice location, all practice locations will be treated separately and will need to be accepted into the Promotion as individual entities for the purposes of this Promotion. If Eligible Practices would like any further information or have questions about eligibility, they may contact Hoya Vision Care for clarification.

4. **Promotion Period.** The Promotion shall take effect on [JANUARY 1, 2025], or the specific Eligible Practice's Approval Date (defined below), whichever comes later, and expires on [DECEMBER 31, 2025] (the "Promotion Period"). Each approved Eligible Practice will be able to participate in the Promotion for the duration of the promotion from the date that it is approved to participate by Hoya Vision Care ("Approval Date"). To be clear, Eligible Practices will be eligible to receive the benefits offered under the Promotion for Jobs (defined in Section 6 below) ordered from January 1, 2025, or the Approval Date, whichever comes soonest, within the Promotion duration.
5. **[VISIONARY ALLIANCE].** Under the Promotion, an approved Eligible Practice ("Approved Practice") is eligible to receive a price reduction on Hoya products for Jobs during the duration of the Promotion starting on the first calendar day after the Approval Date. Approved Practices will be solely responsible for payment of the full cost of qualified products upon ordering. The price reduction is defined and fully described in the program details which are set forth in the dashboard at www.visionaryalliance.com and are incorporated herein by reference. The price reductions under the Promotion will be made in the form of after-purchase rebates issued as issued checks, or statement credits, in Hoya Alliance's sole discretion. All issued rebates in the form of checks or statement credits from the Visionary Alliance program will be addressed to the Hoya account name on file. Approved Practices will be required to redeem their entire point balance by January 31, 2026. All points earned during the Promotion Period expire January 31, 2026. No substitutions or replacements are allowed. The Promotion may not be combined with any other discount, rebate or promotion sponsored by Hoya Vision Care. Ineligible lenses and non-qualified jobs will be billed as noted in the then current Hoya Vision Care National Price List. Invoice statements for purchased jobs will be mailed to the Approved Practice (as defined in Section 7 below) on the fifth (5th) working day of each month for the previous month's orders. Invoice statements will be balance forward, and payments must be received by the fifteenth (15th) of the month to qualify for continued Promotion benefits (i.e., an Approved Practice will immediately suspend its enrollment in the Promotion if an open Invoice Statement is not timely paid. The Approved Practice shall be considered in material default of the terms and conditions if it has past due amounts owed to Hoya Vision Care greater than sixty (60) days past due. The Approved Practice must remain current with all payments to Hoya Vision Care in order to remain eligible for the Promotion benefits referenced herein. If the Approved Practice is past due, the Approved Practice's account will be suspended and ineligible to earn or redeem points. Usual and customary shipping charges will be applied to each order. All sales are FOB Hoya Vision Care shipping dock. Hoya Vision Care

reserves the right to charge 100% of the fuel surcharge applied by the National air-freight couriers based on national fuel rates and indexes.+

- a. Under the Promotion, Approved Practices are eligible to receive points (and their corresponding dollar value) as rebates on the following qualifying jobs received through a HOYA laboratory.

Hoya Branded	Design	EX3®, EX3+®, Recharge®		EX4™		Sun** Bonus	Insider Up to:	Pro 50% Point Multiplier Up to:	Elite 100% Point Multiplier Up to:
	iD Mystyle® 3	300	+	50	+	50	= 400	600	800
	iD Lifestyle® 4	250	+	50	+	50	= 350	525	700
	Array® 2	100	+	50	+	50	= 200	300	400
	MySV™	100	+	50	+	50	= 200	300	400
	All Other HOYA Designs*	25	+	50	+	50	= 125	188	250
Non-Branded	Design	Design Only		TechShield Elite or Blue AR		SunSync	Insider Up to:	Pro 50% Point Multiplier Up to:	Elite 100% Point Multiplier Up to:
	Unity Via Elite II	240	+	50	+	100	= 390	683	780
	Unity Via Plus II, Wrap II, or Mobile II	160	+	50	+	100	= 310	543	620
	Unity Via II	120	+	50	+	100	= 270	473	540
	Unity Via OfficePro	120	+	50	+	100	= 270	473	540
	Unity Relieve	60	+	50	+	100	= 210	368	420
	Unity SVx, Svxtreme, or Svextra	0	+	50	+	100	= 150	263	300
	Ethos Plus	100	+	50	+	100	= 250	438	500
	Ethos	100	+	50	+	100	= 250	438	500
VSP Rebate	Design	EX3®, EX3+®, Recharge®		EX4™		Sensity®*** Bonus	Not eligible for tier multiplier		
	iD Mystyle® 3	250	+	0	+	50	=	300	
	iD Lifestyle® 4	150	+	0	+	50	=	200	
	Array® 2	50	+	0	+	50	=	100	
	MySV™	50	+	0	+	50	=	100	

*Includes Single Vision and ST28. White label products are not eligible for Visionary Alliance points.

**Sun includes Sensity Family, Coppertone and Polarized lens material.

***Sensity Family includes Sensity 2, Sensity Fast and Sensity Dark.

VSP SuperPowers Bonus does not qualify for the PRO and ELITE tier multiplier bonus.

2024 National plan ends on December 31, 2024.

6. **Tier Eligibility.** Under the Promotion, an Approved Practice is eligible to increase their Tier status based on a combination of dollar spend and Job volume as set forth below and in the program details located in the dashboard at www.visionaryalliance.com and incorporated herein by reference. There are three tiers in the Promotion: Insider, Pro, and Elite. Insider Status ("Insiders") does not have minimum volume commitments but Terms and Conditions, Eligibility, and Promotion Period rules apply. Pro Status ("Pros") is defined as meeting a minimum yearly spend of \$72,000 lab Rx sales. Elite Status ("Elites") is defined as meeting a minimum yearly (as described below) spend of \$144,000 lab Rx sales. The higher point value (and therefore rebate amount) that is awarded for higher tiers based on volume of purchases is a volume-based discount in which the participant earns additional or larger discounts when achieving higher volumes. Approved Practices may also receive escalating additional benefits ("SUPPLEMENTAL BENEFITS") as they increase their Tier Eligibility. Hoya Vision Care will review Tier Eligibility and make

adjustments to an Approved Practice's assigned Tier in January and July of each calendar year based on the Approved Practice's prior six (6) months of purchasing history as projected over a twelve (12) month period. If the Approved Practice does not meet minimum rules for Tier Eligibility, Hoya Vision Care reserves the right to remove them from the program. If removed from the program, the Approved Practice may, at the option Hoya Vision Care, forfeit all points.

7. **Job.** A "Job" is defined for purposes of this Promotion as the sale of a pair of lenses (if prescribed by the Approved Practice for the patient's needs) to a patient under one prescription that is fulfilled by the Approved Practice ONLY through an Eligible Lab. "Eligible Labs" include Hoya Laboratories of America based laboratories and the global Hoya laboratory network.
8. **Participation.** In order to participate in this Promotion, an owner, director, or officer of the Eligible Practice ("Practice Principal") must enroll the Eligible Practice online. Only enrollments completed online, as set forth below, can be approved. In order to complete enrollment online, an Eligible Practice must agree to these Terms and Conditions the Practice Principal must also fill out an online document, the link to which will be provided by a Hoya Vision Care Territory Sales Manager to invited Eligible Practices, and provide the following information:
 - a. Eligible Practice's name;
 - b. Eligible Practice's complete address;
 - c. Eligible Practice's phone number;
 - d. Eligible Practice's email;
 - e. Eligible Practice Principal's name;
 - f. Eligible Practice Principal's phone number;
 - g. Eligible Practice Principal's email;
 - h. Account number, New Account Application form, or LabServices Agreement;
 - i. Eligible Practice's tax ID.

The Practice Principal must check the confirmation box confirming the Eligible Practice understands, accepts, and agrees to abide by these Terms and Conditions, if approved. An Eligible Practice may enroll throughout the calendar year and, if approved, earn benefits through December 31 of that calendar year. For 2025, an Eligible Practice may enroll beginning on January 1, 2025, and, if approved, may earn

benefits from the Approval Date through December 31, 2025. Upon completion of the enrollment process and approval into the Promotion by Hoya Vision Care, each Eligible Practice or Eligible Practice location will be called an "Approved Practice." Approved Practices agree to the receipt of mail, faxes, phone calls and/or email at the numbers/emails provided in the enrollment form for all purposes relating to the Promotion.

9. **Participation Requirements.** By enrolling in the Promotion, the Approved Practice and the Practice Principal warrant and represent that they will comply with these Terms and Conditions and all applicable laws and regulations. To continue to be eligible for participation in the Promotion, the Approved Practice must currently be and remain in good standing with Hoya Vision Care, which means that the Approved Practice must be current on all payments due to Hoya Vision Care in accordance with the Hoya Vision Care's established payment terms.
10. **Compliance with Terms.** Approved Practices agree to comply with these Terms and Conditions and understand and agree that the decisions of Hoya Vision Care with respect to all aspects of the Promotion, including the construction and meaning of the Terms and Conditions, are final in all respects.
11. **Compliance.** Each Party represents and warrants that it shall comply with all applicable federal and state laws and regulations, including, where applicable, the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, and all implementing regulations; as well as all comparable state and local laws and regulations relating to the Agreement. Notwithstanding anything herein to the contrary, the parties intend to establish a business relationship that complies with the Anti-Kickback Statute, to the extent applicable, set forth at 42 U.S.C. §1320a-7b(b) including, where a discount or other reduction in price is applicable, the requirements of 42 U.S.C. §1320a-7b(b)(3)(A) and the "Safe Harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). The Promotion is open only to professional eyecare practices that are not excluded, debarred, or suspended, nor owned or controlled, in whole or in part, by a person who is excluded, debarred, or suspended, from participation in any federal healthcare program as defined at 42 U.S.C. § 1320a-7b(b). Some states have similar anti-kickback laws (the "State Laws"), which provide for criminal penalties for payments to induce referrals for items or services for which whole or partial reimbursement may be made by the state Medicaid program.

The Parties acknowledge and agree that nothing contained in these Terms and

Conditions shall require either Party to refer business to the other Party, nor has any unlawful remuneration been solicited or received for the furnishing, arranging, or recommending the purchase, lease or ordering of any goods or services reimbursable under any state or federal health care programs.

Customer agrees to maintain appropriate documentation of all discounts/rebates received in connection with the Promotion offered by Hoya Vision Care and to report such discounts/rebates to the Department of Health and Human Services ("HHS") and other applicable authorities to the extent required by law, and to furnish such information upon request of the Secretary of HHS. Nothing in these Terms and Conditions shall be interpreted as or is intended to provide discounts only on private pay business in order to induce the referral of Federally Funded Program business; all discounts/rebates are equally applicable to all items or services that may be purchased in accordance with the Promotion, including those payable under a Federally Funded Program. In the event of a change in law, regulation, or the interpretation thereof, or Hoya Vision Care otherwise determines that the Promotion may not comply with any applicable laws or regulations, Hoya Vision Care reserves the right to unilaterally terminate or amend this Promotion with respect to the Approved Practice.

12. **Audits.** Hoya Vision Care reserves the right, but not the obligation, to audit an Approved Practice, including its books and records, and to perform relevant validation to ensure that Approved Practice is compliant with the eligibility requirements for the Promotion. The Approved Practice will permit Hoya Vision Care to perform the audit and will cooperate and furnish all requested materials in a timely manner, within no more than ten business days. Alternatively, when requested, Approved Practice agrees to provide evidence of compliance, such as through an audit commensurate with the requirements of these Terms and Conditions. This audit must be completed within a reasonable time frame specified by Hoya Vision Care in Hoya Vision Care's sole discretion. Reasonable costs associated with such an audit will be borne by Hoya Vision Care. Failure to comply with the requirements of this Section may result in termination of enrollment in the Promotion. If the results of the Audit indicate that the Approved Practice was in violation of the eligibility requirements, the Promotion will be automatically terminated, effective retroactively, such that the Approved Practice will be responsible for repaying all discounts, rebates and incentives received under the Promotion.
13. **Warranties.** All sales to Approved Practices will be covered by Hoya Vision Care's standard policies and warranties contained in the standard Terms and Conditions in the New Account Application or any applicable Lab Services

Agreement unless otherwise noted herein.

14. **Taxes.** State and local taxes and use taxes are not included in the listed prices for the Promotion and do not count towards points/rebate earnings. However, taxes may apply to your purchases in various states, and will be added as a separate charge. If you are exempt from sales taxes, please submit documentation including a signed resale or exemption certificate. Failure to submit proper documentation may result in taxes charged to your order.
15. **Reservation of Rights.** Hoya Vision Care reserves the right:
- a. To terminate the participation of any Approved Practice in the Promotion for any reason.
 - b. To correct or amend the Terms and Conditions retroactively in the event of an error in the drafting of these Terms and Conditions. (Hoya Vision Care reserves the right to correct such error(s) and to have such correction apply retroactively to the start of the Promotion Period.)
 - c. To cancel the entire or part of the Promotion, or to modify the Promotion for any reason.

Such actions may be taken by Hoya Vision Care in its sole discretion and for any reason at any time. Notice of any of these actions will be posted by Hoya Vision Care via email.

16. **Indemnity.** By entering the Promotion and/or accepting any of the benefits thereunder, each Approved Practice agrees to indemnify, release and hold harmless Hoya Vision Care, its respective parent companies, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns (collectively the "Indemnitees") for any costs, penalties or other damages the Indemnitees may incur in association with any investigations, claims, suits, actions, proceedings, or liabilities of any kind (including reasonable attorney's fees and expenses associated therewith), which arise out of or are in any way connected to the Approved Practice's breach of its obligations under the Promotion or these Terms and Conditions or its compliance or non-compliance with any applicable laws or regulations.
17. **Limitation of Responsibility.** The Indemnitees are not responsible for: (a) lost, late, incomplete, inaccurate, undelivered, garbled, or lost enrollments or Job orders; (b) interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections; (c) other technical failures or difficulties experienced with respect to the Promotion; (d) other errors of any kind, whether

human, mechanical, electronic, network, typographical, printing or otherwise, relating to or arising under the Promotion or the earning or receipt of the benefits thereunder; (e) any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion; or (f) injury or damage to any computer or network related to or resulting from enrollment or participation in the Promotion.

18. **Dispute Resolution.** Except where prohibited by law, Eligible Practices and Approved Practices agree that any and all disputes, claims, and causes of action brought or otherwise asserted by them or on their behalf against any of the Indemnitees that relate to or arise under this Promotion shall be (a) resolved individually, without resort to any form of class action, and exclusively by an action in state or federal court located in the State of Texas, in Dallas or Denton Counties; and (b) limited to actual out-of-pocket costs incurred as described in Section 17 below, and in no event include attorneys' fees and costs. All disputes, including those that involve the construction, validity, interpretation and enforceability of these Terms and Conditions, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of law principles. In the event an action is brought to enforce Hoya Vision Care's rights under or arising from this Promotion, Hoya Vision Care shall be entitled to its actual attorney's fees and court costs, unless the law requires otherwise. The venue and forum in this dispute resolution clause shall supersede any venue and forum in the New Account Application or any applicable Lab Services Agreement.
19. **Disclaimer of Damages.** Eligible Practices and Approved Practices expressly waive any and all rights that they may have for punitive, incidental, and consequential damages or any damages other than actual out-of-pocket costs and expenses against any of the Indemnitees in any dispute that relates to or arises under this Promotion. Hoya Vision Care shall not be responsible for damage to its products, or damage caused by its products, resulting from improper use, maintenance, or unintended use. In no event will Hoya Vision Care be liable, whether arising under contract, tort (including negligence), strict liability, any statutory remedy, or any other cause of action whatsoever, for any special, incidental, or consequential loss or damage of any nature, arising at any time from any cause whatsoever. Hoya Vision Care's cumulative maximum liability under this agreement arising from any cause whatsoever may not exceed the price of the products sold.
20. **Force Majeure.** Hoya Vision Care shall not be liable for any expense, loss, or

damage resulting from delay or prevention of performance caused by fires; floods; Acts of God; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain materials, fuel, supplies, or equipment; riots; thefts; accidents; transportation delays; an act or failure to act by the Government; a major equipment breakdown; a declared state of emergency or pandemic; or any other cause beyond the reasonable control of Hoya Vision Care. This force majeure clause shall supersede the force majeure clause in the New Account Application or any applicable Lab Services Agreement.

21. **Privacy.** By participating in the Promotion, Approved Practices authorize Hoya Vision Care to collect, maintain, use, process and share their information, including, without limitation, names, email addresses, physical addresses, account and other information in accordance with Hoya Vision Care's Privacy Policy. You can learn more about how Hoya Vision Care collects, maintains, uses, processes and shares your information in Hoya Vision Care's Privacy Policy, which may be viewed at <https://www.hoyavision.com/en-us/settings/data-privacy-policy/>. Hoya Vision Care's Privacy Policy is merely a statement of administrative protocol; it is not a contract, nor does it create any contractual or legal rights. Hoya Vision Care's Privacy Policy is not made, or intended to be made, a part of these Rules.
22. **Severability.** If any part of these Terms and Conditions is deemed unenforceable for any reason, the remainder of the Terms and Conditions shall remain in full force and effect.
23. ANY ATTEMPT BY ANY PERSON OR ENTITY TO DISRUPT OR DAMAGE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE PURSUED TO THE FULLEST EXTENT OF THE LAW.