



***Practitioner Distribution and License Agreement
Through and Between
Hydrogel Vision Corporation and Its Authorized Wholesale Distributors***

Hydrogel Vision Corporation ("Hydrogel"), its Authorized Wholesale Distributor (_____) and the undersigned private, independent eye care Practitioner ("Practitioner") represent and agree as follows relating to the distribution and sale of **Extreme H₂O**[®] contact lenses:

Hydrogel Vision Corp. and its Authorized Wholesale Distributor:

- Hereby appoint Practitioner as an authorized prescriber and reseller of **Extreme H₂O** contact lenses.
- Will maintain its policy of offering **Extreme H₂O** contact lenses for sale exclusively to authorized private, independent eye care practitioners for resale to the Practitioner's own patients. For purposes of this Agreement, a Practitioner's own patient is a person who the Practitioner has examined in the Practitioner's office (or other professional facility) and for whom the Practitioner either has written a prescription for **Extreme H₂O** contact lenses or has actually physically evaluated the Extreme H₂O contact lenses ("fitted the lenses") on the eye of the patient. The term "own patients" shall not include a person for whom a practitioner is simply refilling a prescription for **Extreme H₂O** contact lenses that was written or fitted by a Practitioner not in the same office or practice.
- Will market **Extreme H₂O** hioxifilcon A, spherical cast-molded lenses only under the **Extreme H₂O** brand and not under any other brand or label.
- Will continue its policy of not selling to mass merchandisers, pharmacies, wholesale clubs, or mail-order, telephone, internet or other replacement contact lens suppliers so as to better serve the private, independent eye care practitioners who are Hydrogel's core clients.
- Will not provide cooperative advertising funds for use in price-based advertising of **Extreme H₂O** contact lenses, it being understood that such would be incompatible with Hydrogel's efforts to position **Extreme H₂O** contact lenses as one for which superior on-eye performance and other unique properties are its principal attributes.
- Hereby grants Practitioner the non-exclusive right to practice the inventions covered by U.S. Patent Nos. 5,532,289 and 6,011,081 only in connection with fitting and selling **Extreme H₂O** contact lenses directly to Practitioner's own patients in accordance with the terms of this Agreement.
- Will allow Practitioner, upon purchase of a minimum fitting inventory, to participate in the www.extreme-h2o.com website and **E-Z Order**[™] system, which are designed to assist Practitioner in monitoring and maintaining patient care and success.

Practitioner:

- Shall provide or sell **Extreme H₂O** contact lenses only to the Practitioner's own patients. Any resale of **Extreme H₂O** contact lenses to or through any other channel of distribution, whether or not affiliated with Practitioner, or to a person that is not the Practitioner's own patient is strictly prohibited and will result in cancellation of any pending orders and termination of Practitioner's account to purchase **Extreme H₂O** contact lenses through Hydrogel or any of its authorized wholesale distributors.
- Shall maintain the integrity and professionalism of the **Extreme H₂O** brand in all marketing and communication to patients, potential patients, and the general public, and will not reference the **Extreme H₂O** trademark in any manner that Hydrogel in its sole discretion objects to as inappropriate or misleading.
- Is and shall remain duly licensed and/or certified under applicable state law and regulations to provide professional eye care services to patients, and shall furnish services within the applicable scope of practice for the type of service rendered.
- Shall use the rights licensed hereby strictly in accordance with the terms of this Agreement, and not transfer, assign or sublicense any such rights.



Practitioner acknowledges its obligation to comply with any of these requirements. In the event of any breach, Hydrogel and /or its authorized wholesale distributors, reserve the right to terminate this Agreement and any rights granted to Practitioner hereunder.

Hydrogel Vision Corporation - Signature

Authorized Practitioner Account - Signature

Print Name

Date

Print Name

Date

Authorized Wholesale Distributor - Signature

Account Number

Print Name

Date