



# CLSA Continuing Education Rebate Program Terms and Conditions

## Definitions

**"Agreement"**– Agreement shall mean the Enrollment Form signed by the Customer together with these CLSA Continuing Education Rebate Program Terms and Conditions

**"Customer"**– Customer shall mean the CooperVision ("CVI") customer practice that signed the Enrollment/Agreement Form for this Program.

**"Effective Date"**– The Effective Date shall be the first day of the month after both (i) Customer has signed the Enrollment/Agreement Form for this Program and (ii) Customer has at least one Eligible CLSA Member working at Customer's retail location(s).

**"Eligible CLSA Member"**– Eligible CLSA Members shall mean employees of Customer who are members of the Contact Lens Society of America ("CLSA") and who are not Optometrists or Ophthalmologists.

**"Net Product Sales"** – Net Product Sales shall be the amount of Program Products purchased by Customer, less any returns, credits, or discounts.

**"Program Products"** – Program Products shall mean the following CVI products: Avaira Vitality™, Avaira Vitality™ toric, Biofinity® asphere, Biofinity® toric, Biofinity® multifocal, Biofinity® XR, Biofinity Energys™, clariti® 1 day, clariti® 1 day toric, clariti® 1 day multifocal, Proclear® 1 day, MyDay®, MyDay® toric and Proclear® 1 day multifocal only.

**"Quarterly Period"** – The three month period starting on the Effective Date and each subsequent three month period in the Term (as defined below) shall be a Quarterly Period.

**"Average Quarterly Baseline"** – For each Quarterly Period, the Average Quarterly Baseline shall be one-quarter (1/4) of Customer's Net Product Sales for the twelve month period preceding the start of such Quarterly Period.

CooperVision and Customer are sometimes referred to herein individually as a "Party" or, collectively, as the "Parties."

## CooperVision Rebate Program

For each Quarterly Period, Customer may qualify for a rebate redeemable for CVI CLSA Dollars (as defined below) if Customer (1) has at least one Eligible CLSA Member working at Customer's retail location(s) during the Quarterly Period and (2) achieves Net Product Sales during the Quarterly Period greater than the Average Quarterly Baseline for such Quarterly Period. If Customer meets the requirements set forth in the previous sentence for a Quarterly Period, CooperVision shall provide Customer with a rebate redeemable for CVI CLSA Dollars equal to 7% of the amount that Net Product Sales exceed the Average Quarterly Baseline for such Quarterly Period. The Parties agree and acknowledge that the above is a full and accurate description of all rebates available pursuant to this Agreement. The Parties further agree and acknowledge that this Agreement is the product of an arms-length transaction.

Any rebate earned by Customer pursuant to the program above shall be redeemable for CVI CLSA Dollars with each dollar (\$1.00) of rebate redeemable for one (1) CVI CLSA Dollar. "CVI CLSA Dollars" are redeemable with and through CLSA to pay for (A) the CLSA membership fees for Eligible CLSA Members; (B) CLSA educational materials for Eligible CLSA Members; (C) CLSA educational course fees and CLSA sponsored meeting registration fees for Eligible CLSA Members; (D) documented travel to and from a CLSA sponsored meeting for Eligible CLSA Members (limited to economy class airfare); (E) lodging at a CLSA sponsored meeting for Eligible CLSA Members (limited to CLSA recommended hotels for the duration of the CLSA sponsored meeting); and (F) donations to the CLSA Foundation for student scholarships to the CLSA Education Meeting (collectively, "Eligible Purchases"). Customer must provide CLSA with a valid receipt or other evidence of purchase before CLSA will redeem CVI CLSA Dollars and reimburse Customer for any of the eligible purchases described above. Receipts or other evidence of purchase should be sent to CLSA at TBD.clsa.com. Customer may contact CLSA directly at 1-800-296-9776 with any questions regarding CVI CLSA Dollar redemptions.

Customer agrees and acknowledges that any rebate earned by Customer pursuant to the program above shall not be paid in the form of cash or cash equivalents and shall only be redeemable for CVI CLSA Dollars. Any claim(s) by Customer for rebate(s) or CVI CLSA Dollars not properly calculated or applied by CVI must be brought to CVI's attention in writing within thirty (30) days after the amount of the earned rebate has been communicated to Customer by CVI or CLSA.

Customer shall maintain records of and report all prices, discounts, and rebates, including any rebate earned by Customer pursuant to the program above, to third party payors, if applicable and as required. Customer represents and warrants that it will satisfy any requirements imposed on buyers, including accurately reporting to third party payors, if applicable, the net cost actually paid by Customer for CVI products.

Any rebates and CVI CLSA Dollars earned by Customer which are not used for Eligible Purchases within twenty-four (24) months after the rebates and CVI CLSA Dollars were earned shall expire and be forfeited by Customer. Customer shall have no rights and CVI and CLSA shall have no obligations with respect to any such forfeited rebates or CVI CLSA Dollars.

## Term and Termination

This Agreement shall commence on the Effective Date and shall continue until and unless terminated as provided herein (the "Term").

CVI may terminate this Agreement or modify the terms of this Agreement with 90 days prior written notice with or without cause, and Customer shall not be eligible for any rebates for any resulting partial Quarterly Period. Customer may terminate this Agreement at any time with or without cause with written notice to CVI. Notwithstanding the foregoing, CVI may terminate this Agreement with immediate effect upon written notice to Customer if such termination is required by law or regulation.

Upon termination of this Agreement, Customer acknowledges and agrees that Customer shall forfeit any unused or unapplied rebates or CVI CLSA Dollars and shall be ineligible to receive any rebates or CVI CLSA Dollars for any partial Quarterly Period as of the date of such termination.

## Governing Law

This Agreement shall be governed by California state law without reference to conflict of laws principles. The prevailing Party in any suit or proceeding shall have the right to recover its costs and reasonable fees of attorneys and other professionals incurred in connection with the action and any appeal.

## Invalidity

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not be affected in any way, and the Parties shall use their best efforts to substitute a valid and enforceable provision that most nearly affects the purposes of the provision.

## Entire Agreement.

This Agreement embodies the entire agreement between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous communications, whether written or oral.

## Amendment

Except as set forth in the "Term and Termination" section above, this Agreement may only be modified or amended in a writing signed by authorized representatives of each Party.