EyePromise Wholesale Enrollment Form

Fax Form to (636) 536-1088 or Email to suppport@EyePromise.com

Please complete this form and direct any questions to Customer Support at (866) 833-2800.

Practic	e Information								
Practice Name				Network or Buying Group Affiliation					
Practice Owner				Doctor Ph	none				
Shipping Address				Doctor Email Address					
Billing Address				Ordering Contact / Title					
Practice Phone				Ordering Contact Phone					
Practice Email Address				Ordering Contact Email					
Practice W	/ebsite				Credit Card #				
W-9 Form	?			Expiration Date		n Date	CVC		
# Location	ıs	# Exam Rooms			# of Doctors		# of Staff		
	Patients/Day	Current Supple			ments		Retinal Camera Y/N	OCT Y/N	
AMD									
Diabetes									
Dry Eye							1		
Sports							-		
Names of Doctors in Practice			Specialty		Email Address				
The staff t	-	rovide clir					ribing and selling EyePro o confirm date and time.	mise in your	
Training D	Fraining Date Request								

EyePromise Terms and Condition of Sale

This terms of sale agreement between ZeaVision LLC dba EyePromise, and _______, as an authorized reseller of EyePromise vision supplements.

Business Terms and Condition of Sale

- 1. Prices and other terms are subject to change at any time without notice. Those in effect for the ship date shall govern the shipment. See Exhibit A
- 2. Credit Card payment is required (MC/Visa/Amex/Discover). Credit Card number, expiration date, security code
- 3. Minimum Order Quantities. See Exhibit A
- 4. All orders are shipped within 2 business days (holidays excluded) of receipt of order. Anticipated delivery time is 5-7 days. Cost of freight paid by buyer.
- 5. ZeaVision has established a Minimum Advertised Price (MAP) for EyePromise products. Purchaser must sell for no less than \$1 over MAP retail price. All applicable state rules apply. See Exhibit B
- 6A. All returns must be authorized by ZeaVision. All authorized returns must be assigned a Return Materials Authorization number (RMA). That RMA number must accompany your return to receive credit, when warranted.
- 6B. Authorized product returns received WITHIN SIXTY (60) DAYS from date purchased will receive FULL CREDIT
- **6C.** Any product that has been involved in the following will not be eligible for credit: a sacrifice; bankruptcy sales; salvage procedures; deterioration; exposure to heat, cold, water, smoke, fire or any other conditions that may cause deterioration. EXPIRED PRODUCT WILL BE AUTHORIZED FOR RETURN, BUT NO CREDIT WILL BE ISSUED. The only exception to the above is a return from a customer due to an order or shipping error by ZeaVision.
- **6D.** Customer with eligible returns will be given the option of exchanging any authorized returned product for like product, elect to have their account credited for the authorized amount toward future purchases, or receive a refund.
- **6E.** Authorized returns must be shipped via USPS, UPS, or any other carrier that will provide tracking information. It is advisable that the sender obtain adequate insurance coverage as any losses incurred will be the responsibility of the sender. All costs associated with the return will be the sole responsibility of the sender. The only exception to the above is a return from a customer due to an order or shipping error, in which case ZeaVision will cover the costs of the return.
- **6F.** If product is received in a damaged, unusable condition, or as the result of a shipping or order error the ZeaVision Customer Service Department must be contacted immediately at 1-866-833-2800 for instructions regarding the return of the product. Full credit will be issued.
- **6G.** Authorized product returns received AFTER SIXTY (60) DAYS from the date of purchase will receive SIXTY PERCENT (60%) CREDIT, if approved.
- **6H.** Customer returns that do not comply with the above conditions shall be deemed to have waived their rights with regard to that return, and ZeaVision, at its sole discretion, will destroy the return as having no value. This Return Policy and its terms are subject to change at ZeaVision's sole discretion without notice. Any questions about this policy should be directed to ZeaVision's Customer Service Department prior to making a return.
- **7. ZeaVision** authorizes EyePromise products to be sold to practice clients within the business entity or through the practice website via EyePromise Z Link within the United States.
- **8. No Resale through 3rd Party Marketplace**: Purchaser hereby agrees that Purchaser will not resell any EyePromise supplement or other product purchased from ZeaVision, LLC (each, a "Product") through a third-party online marketplace including but not limited to Amazon, eBay or Walmart.com. Purchaser is authorized, however, to resell the Products directly to Purchaser's patients and customers, whether in person, by telephone or fax order, or through a practice website maintained by Purchaser. In the event that Purchaser violates this provision (a) Purchaser shall immediately cease and desist all such third-party online marketplace sales upon written notice from ZeaVision, LLC; (b) ZeaVision, LLC, at its sole and absolute discretion, may immediately cease selling Products to Purchaser; (c) ZeaVision, LLC, at its sole and absolute discretion, may require Purchaser to pay the full suggested retail price for future Product orders; and (d) in addition to and cumulative with all of its other rights and remedies that ZeaVision, LLC shall have at law or in equity, ZeaVision, LLC shall have the right to secure an injunction restraining Purchaser from further violation of this provision. If ZeaVision, LLC shall retain an attorney to enforce this provision, ZeaVision, LLC shall be entitled to recover its reasonable attorneys' fees and costs.
- **9. Use of Search Engine Optimization (SEO) to promote EyePromise or EyePromise products is strictly prohibited:** Purchaser hereby agrees to not bid on EyePromise branded keywords to increase sales to purchasers website.
- **10. No Reverse Engineering:** Customer agrees that it will not, at any time during the term of this Agreement or thereafter, reverse engineer our products.
- **11. Statements on Marketing Materials:** These statements have not been evaluated by the Food and Drug Administration. ZeaVision, LLC products are not intended to diagnose, treat, cure of prevent any disease.
- 12. Recalls: In the event that ZeaVision, LLC needs to recall certain products, customer agrees to fully comply with all requirements.
- **13. Confidentiality:** Customer agrees to keep all terms and conditions confidential.

I agree to the terms and condition of sale in this docume card for EyePromise purchases.	ent. With signature to this form I authorize ZeaVision to invoice my credit
Signature :	
Printed Name:	Date
	Title
This form must be signed and returned before an	iy orders can be processed.

Exhibit A: Pricing, and Minimum Order Quantity						
Products	Item #	Price/Bottle	Price/Case	Minimum Order		
EyePromise Restore	8EPR24	\$23.67	\$568.00	24		
EyePromise EZ Tears	EZT24	\$23.67	\$568.00	24		
EyePromise Zeaxanthin	10EP-6	\$23.67	\$568.00	6		
EyePromise Zeaxanthin & Lutein	EPXLT-6	\$26.75	\$642.00	6		
EyePromise DVS	EPDVS24	\$29.67	\$712.00	6		
EyePromise AREDS2 Plus Zinc Free	AREDS2ZF24	\$25.96	\$623.00	6		
EyePromise AREDS2 Plus Multi Vitamin	AREDS2MULTI	\$28.58	\$686.00	24		
EyePromise Screen Shield Teen	EPSST-6	\$14.17	\$340.00	6		
EyePromise Screen Shield Pro	EPSSP-6	\$23.67	\$568.00	6		
EyePromise Vizual EDGE Chewable 30 Tablet	VE24CHEW1	\$31.75	\$762.00	24		
EyePromise Vizual EDGE Chewable 90 Tablet	VE8CHEW3	\$86.63	\$693.00	8		
EyePromise Vizual EDGE Pro Box	EPVEEZT10	\$49.50	\$495.00	10		
EyePromise Expansion Pack	EXPANSION24		\$640.00	1 (24 bottles)		

EyePromise Expansion Pack contains: 24 Bottles/case (12 EZ Tears & 12 DVS)

EyePromise Variety Pack contains: 24 Bottles/case (6 EZ Tears, 6 DVS, 6 Restore, & 6 Vizual Edge Chewable 30 count)

1 (24 bottles)

\$653.00

VARIETY PACK 24

EyePromise Variety Pack

EXNIBIT B: IVIINIMUM Advertised Price F	Minimum Advertised Price (Sold through Practice)			
Products	Retail Price	1 Bottle	3-5 Bottles	6+ Bottles
EyePromise Restore	\$38.95	\$37.95	\$36.45	\$35.45
EyePromise EZ Tears	\$38.95	\$37.95	\$36.45	\$35.45
EyePromise Zeaxanthin	\$38.95	\$37.95	\$36.45	\$35.45
EyePromise Zeaxanthin & Lutein	\$41.95	\$40.95	\$39.45	\$38.45
EyePromise DVS	\$44.95	\$43.95	\$42.45	\$41.45
EyePromise AREDS2 Plus Zinc Free	\$39.95	\$38.95	\$37.45	\$36.45
EyePromise AREDS2 Plus Multi Vitamin	\$44.95	\$43.95	\$42.45	\$41.45
EyePromise Screen Shield Teen	\$22.95	\$21.95	\$20.45	\$19.45
EyePromise Screen Shield Pro	\$38.95	\$37.95	\$36.45	\$35.45
EyePromise Vizual EDGE Chewable 30 Tablet	\$54.95	\$53.95	\$52.45	\$51.45
EyePromise Vizual EDGE Chewable 90 Tablet	\$129.95	\$128.95	\$127.45	\$126.45
EyePromise Vizual EDGE Pro Box	\$89.95	\$88.95	\$87.45	\$86.45

^{*}Excludes shipping and handling charges (which will be added) and exclusive of taxes.

^{*}ZeaVision will charge sales tax unless valid Reseller Certificate provided.

^{*}ZeaVision may change formulations or discontinue products