

QuantifEye® MPS II Lease Agreement

This agreement, made _____, by and between ZeaVision LLC, (ZeaVision) a Delaware limited liability company and _____ an Eye Care Professional ("ECP") licensed to practice in the State(s) of _____.

1. ZeaVision shall:

- (a) Enroll ECP (customer) in a QuantifEye MPS II lease agreement.
- (b) Deliver to ECP (customer) the QuantifEye MPOD unit(s) and the laptop computer(s) with associated software (the QuantifEye MPOD Unit(s) referred to collectively as the "Equipment"). The Equipment shall remain ZeaVision's property until ECP has purchased 78 cases of EyePromise supplements, at which time customer may buy the equipment for \$1.00 per instrument after settling any unpaid balance due ZeaVision. ZeaVision shall provide Equipment to ECP according to the terms and conditions set forth in this Agreement.
- (c) Support initial set up of Equipment and conduct training. Provide ongoing web or phone based technical support during the term of the agreement.
- (d) Facilitate on-line EyePromise ordering capability for the customer's practice.
- (e) Pay ECP a Product Consultation Fee for each bottle of EyePromise® sold via the internet or toll-free number when ECP is listed by patient as the referring eye care professional and patient provides the ECP's name or QuantifEye I.D. number [See Exhibit B]. Payments to ECP will be made by ZeaVision on a quarterly basis or when the balance exceeds \$200 at ZeaVision's discretion and may be applied as a credit toward any ECP account balance due ZeaVision. ECP may only sell EyePromise brands to patients that are under the doctor's direct care, not on any re-seller websites.
- (f) Provide ECP with starter kit as outlined in Exhibit A.

2. ECP shall:

- (a) **Pay to ZeaVision the defined lease entry fee 30 days from the date of installation.** See Exhibits B and C for payment information.
- (b) Pay to ZeaVision a Monthly Lease Fee until ECP has purchased a total of 78 cases of EyePromise supplements starting one month from the equipment installation (See Exhibit B) which covers use of the Equipment. Lease fee may be revised with 90-day written notice to the ECP.

(c) Enroll in monthly autoship of at least 1 cases of EyePromise supplements per month until 78 cases of EyePromise supplements have been purchased.

3. **This Agreement shall commence upon equipment installation** and shall remain in effect for the defined term unless terminated according to the terms of this Agreement. After the initial lease agreement period, ownership of the equipment will transfer to the ECP pursuant to the terms in section 1(b). The ECP will remain enrolled in autoship of EyePromise cases after the initial lease agreement period unless the ECP opts out of autoship by contacting ZeaVision customer service. If ECP exits the agreement before fulfilling the agreement term, a \$5000 early exit penalty shall be paid to ZeaVision by ECP.

4. The content of this agreement is strictly confidential and shall not be shared with any third parties without the express written consent of ZeaVision.

5. This agreement may not be assigned to another party without the express written consent of ZeaVision.

ZEAVISION LLC:

EYE CARE PROFESSIONAL:

Signature:

Name: Robert Kearns
Senior Vice President of Sales

Address:

ZeaVision LLC
Spirit Business Center II
716-I Crown Industrial Court
Chesterfield, MO 63005

Signature:

Print Name: _____

For: _____
Practice Name

Address (Please print clearly)

Exhibit A

EQUIPMENT:

QuantifEye® MPS II MPOD measurement instrument

Laptop computer or tablet

QuantifEye program software

SETUP AND TRAINING SUPPORT:

Technical Support of QuantifEye MPOD Device and Software

Dietary Supplement Education and Support Services for doctors and staff

Start-up kit materials

EyeCare support tools

EyePromise web portal

ADDITIONAL BENEFITS:

Comprehensive customer support team:

- Regional Account Specialist

- Customer service department support staff

Electronic on-line ordering

Auto-ship order option (doctor and patient)

Coded link for ECP practice website to facilitate patient ordering

On-line account access to view practice and patient purchases

EyePromise University access for staff and doctors

Comprehensive patient compliance tool kit

Exhibit B

Lease Agreement Financial Components

Fees Paid by ECP		
Lease Entry Fee:	# of MPOD Devices	Total = \$_____ (plus shipping)
ECP Commitment	At least 2 cases of EyePromise supplements per month	<ul style="list-style-type: none"> Autoship enrollment Term ends after purchase of 78 cases of EyePromise
Monthly Lease Fee	\$200	<ul style="list-style-type: none"> until 78 cases of EyePromise have been purchased

ECP Supplement & MPOD Testing Profit		
ECP profit on in-practice EyePromise sales.	\$10 - \$15/bottle	<ul style="list-style-type: none"> Based on Suggested Retail Price of \$33.95 - \$39.95 per bottle and \$21 - \$27 ECP cost.
ECP profit on EyePromise sale by ZeaVision to ECP's patients	\$5.00*/bottle	<ul style="list-style-type: none"> To receive credit, ECP's name must be provided by patient, patient must provide doctors I.D. number, or order thru the doctors EyePromise website link or via the ConvenienceShip process
Suggested MPOD test patient charge	\$15 per patient	<ul style="list-style-type: none"> Recommend testing all patients over age 21 as MPOD level is diet related

EyePromise retail and ECP cost is subject to change with 30-day notification. EyePromise products shall be purchased for patients under the direct care of the contracted ECP.

**ZeaVision's EyePromise payments to ECP and lease fees are subject to change with 30 day written notification. EyePromise and equipment are subject to shipping/handling and taxes, if applicable.*

Termination terms:

- ECP may return equipment and exit program during agreement with early exit penalty as described.
- ECP pays Monthly Lease Fee until equipment is received by ZeaVision.
- No refunds shall be issued.
- Any consultation fees owed as a result of ECP patient purchases will be credited through date of exit or termination.

Exhibit C

PLEASE PRINT CLEARLY

**Required for supplement
purchases and lease fees.**

Cardholder Information

Cardholder Name:

(as it appears on card)

Cardholder Billing Address:

Ship To Address:

Ship To is same as Bill To Address

Cardholder Phone Number:

Cardholder e-mail address:

for e-mail order confirmation

Credit Card Type:

MasterCard

Visa

Discover

AmEx

Credit Card Number:

Expiration Date:

Amount to be charged:

(Tax and shipping will also be included - amounts will vary according to location)

Future charges for supplements & lease fees will be charged to this credit card.

I authorize ZeaVision to charge my credit card for the amount specified, plus tax (if applicable) and shipping.

Cardholder authorization applies to current and future EyePromise purchases & lease fees.

Authorization may be revoked at any time with written notice from cardholder.

X

Cardholder Signature

Signed Date

Customer acknowledges that payment for EyePromise is due upon receipt of goods. Customer shall pay the QuantifEye lease entry fee 61days from the date of installation or immediately return the equipment. **If payment for either is not remitted when due a finance charge of 1% per month (12% APR) will be assessed on account balances past the due date.** For security purposes please fax signed agreements to ZeaVision at (636) 536 1088

Exhibit D

ECP Shall:

(a) Keep and maintain the Equipment in good repair, condition and working order. ECP shall use the Equipment lawfully and shall not alter with additional software or hardware or remove from ECP's premises without ZeaVision consent, which ZeaVision may withhold or condition at its discretion. ZeaVision will provide anti-virus software for the laptop for an introductory period and ECP is responsible for renewing and maintaining thereafter. ECP is responsible for maintaining Microsoft® Windows updates for the duration of the Agreement. ECP agrees laptop will only be utilized to meet the needs of this program. ZeaVision shall have the right to inspect the Equipment at any reasonable time. As the Equipment and software consists of confidential, patented technology, ECP will not disassemble, inspect, document, reverse engineer, nor photograph the internal/external components of Equipment or software without prior written consent of ZeaVision. ECP will not allow third party access to the Equipment for the purposes of inspecting, repairing, documenting, or photographing the Equipment. Should ECP fail to fulfill the obligations of this Agreement, ECP shall return Equipment to ZeaVision at ECP's expense as ZeaVision may direct.

(b) In the course of developing marketing materials, mailings, or web page development, ECP shall obtain written authorization from ZeaVision prior to use of any ZeaVision trademarked names, pictures, and/or proprietary product information.

(c) Bear all risks of loss and damage to Equipment from any cause, other than normal wear and use in the ordinary course of ECP's business. In the event of loss or damage, ECP shall be billed by ZeaVision for replacement or repairs not to exceed \$21,999.

(d) Keep the Equipment insured against all risks of loss or damage from every cause for no less than full replacement value of Twenty-One Thousand Nine Hundred Ninety-Nine Dollars (\$21,999) and shall carry public liability and property damage insurance covering the Equipment and its use.

(e) Breach. Upon default in the payment of any installment of rent, or upon a breach of any other condition of this Lease to be performed or observed by Lessee, or if during the term of this Lease bankruptcy or insolvency proceedings are commenced by or against Lessee, or if a receiver is appointed for the business of Lessee, or if Lessee discontinues business at the office address set forth above, Lessor shall have the right, without notice of demand, to terminate this Lease, but such termination shall not release Lessee from the payment of damages sustained by Lessor. If upon any termination of this Lease, Lessee fails or refuses forthwith to deliver the Equipment to Lessor, Lessor shall have the right to enter Lessee's premises, or any other premises where the Equipment may be found to take possession of and remove the Equipment without legal process. Lessee releases any claim or right of action for trespass or damages caused by reason of such entry and removal; nor shall Lessor be prejudiced from pursuing any other remedies to which it otherwise might be entitled on account of arrears of rent or breach of any other condition of this Lease.

(f) Return. At the end of the term of this Lease, Lessee shall return the Equipment at its own expense to Lessor at Lessor's place of business in as good condition as when received, reasonable wear and tear excepted.

ZeaVision Shall:

(g) Warrant the laptop and QuantifEye device during the life of this contract against failure to function as designed so long as parts are available, exclusive of misuse (including loading any additional software on the laptop that has not been authorized by ZeaVision) and physical damage or loss due to neglect, mishandling or theft. The Equipment shall not be materially altered. If a failure to function cannot be corrected via telephone, a comparable replacement will be made during the lease term. The ECP will be responsible for proper packaging of returns and shipping charges. Any returns must have a Return Materials Authorization (RMA) obtainable from ZeaVision.

(h) Provide a means of patient data back-up via a USB drive (with instructions) included in the initial shipment. ECP may also back up patient data to the practice's data back-up system. ZeaVision shall be held harmless for any data loss.

(i) Charges sales or use tax to the ECP unless ECP furnishes ZeaVision a tax exemption certificate. Any tax liability, including federal, state, local, municipal, and property is the ECP's responsibility.

(j) ZeaVision disclaims liability for loss, damage, or injury to ECP or third parties as a result of any defect in the equipment.

(k) Inspection. The agents of Lessor may, at any reasonable time, enter the Lessee's premises for the purpose of inspecting the Equipment and the manner in which it is being used.

This Agreement shall be binding upon the parties, their successors, assigns and personal representatives. This is the entire agreement of the parties and may be modified only in writing and must be signed by both parties. All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been received on the date which is two (2) business days after being deposited in the United States Mail, postage prepaid, or if personally delivered, upon actual receipt, addressed to the parties at the addresses written herein.

Exhibit E

60-DAY EVALUATION FINANCIALS

EVALUATION PERIOD CLINICAL AND FINANCIAL SUCCESS CRITERIA:

Average # of patients over age 21 per week in practice: (Recommend testing all patients 21 and over)

Current retinal photography screening capture rate: % (MPOD testing capture rate usually similar)

Estimated # of MPOD exams per week: X \$ per exam = (Average weekly MPOD testing revenue)

Estimated # of patients with sub-optimal MPOD identified per week: (3 of 4 subjects tested - 78% of US population < .50 du)

Estimated # of patients purchasing EyePromise: (50% - 80% of patients buy, Best practice 80%, avg. 50%)

EyePromise sold weekly: patients X 3 bottles X \$12/bottle profit = \$ (Avg. 3 bottles per patient & \$12 profit/bottle)

PROFIT GOAL FOR THE 60-DAY EVALUATION: Weekly Profit = \$ X 8 weeks = \$

(Does not include patients purchasing EyePromise vizual EDGE for Sports Vision, EyePromise EZ Tears for dry eye, contact lens discomfort, or patients with diabetes purchasing EyePromise Diabetes Vision Support)

Monthly Lease Fees: \$500 if 0 cases purchased, \$275 when 1 case purchased, \$200 when 2 cases purchased, \$100 when 3 cases purchased, 0 when 4 cases purchased.