

# Fueling Private Practice Success

The Elite Partnership between Alcon + OPTI-PORT is dedicated to helping multi-door practices win.

## Serving Patients. Growing Practices. Bringing Breakthrough Solutions.

Alcon has always strived to protect private optometry and help enhance the patient experience. Together, we're transforming the future of eye care while we help patients see brilliantly.



## 2023 OPTI-PORT Rebate Program

The OPTI-PORT Rebate Program allows you to earn a rebate for each Eligible Product, as defined in the chart below.

Eligible Products	Quarterly Eligible Purchases: \$0 to \$19,999 Rebate Per Box	Quarterly Eligible Purchases: \$20,000+ Rebate Per Box
PRECISION1® Family	Sphere: \$4.00	Sphere: \$9.00
	Toric: \$5.00	Toric: \$10.00
DAILIES TOTAL1® Family	Sphere: \$5.00	Sphere: \$10.00
	Toric/MF: \$6.00	Toric/MF: \$11.00
TOTAL30® Family	Sphere: \$2.00	Sphere: \$4.00
	Toric: \$3.00	Toric: \$5.00
DAILIES® AquaComfort Plus® Family (includes DAILIES® COLORS)	Sphere: \$1.00	Sphere: \$2.00
	Toric/MF: \$1.00	Toric/MF: \$2.00
AIR OPTIX® Family (includes AIR OPTIX® NIGHT & DAY® AQUA and AIR OPTIX® COLORS)	Sphere: \$1.00	Sphere: \$2.00
	Toric/MF: \$1.00	Toric/MF: \$2.00

### MAX OUT YOUR REBATE BY:

- ☒ Fitting new technology
- ☒ Fitting new patients
- ☒ Increasing your annual supply sales
- ☒ Upgrading your current patients

### PROGRAM ELIGIBILITY REQUIREMENTS:

- ☒ No minimum purchase requirement.
- ☒ Alcon unit purchases must be flat or better in units year-to-date vs. previous year to qualify. Only 90-ct. and 6-ct. boxes qualify toward unit measurement for this program. Rebates are paid on a quarterly basis.
- ☒ Over/under \$20K Payment Tier status and flat or better growth requirement are measured YTD and paid quarterly (i.e. Member must average \$20K a quarter YTD to qualify for the second tier payout).

This rebate program is governed by the Terms and Conditions of the OPTI-PORT Quarterly Rebate Program, which is hereby incorporated by reference and available on page 3.

**CONFIDENTIAL:** This document is strictly confidential and should not be copied, distributed or reproduced. The recipient may use it only for the purpose of determining whether to participate in the program. It may not be shared with third parties outside the recipient's office, and may only be shared with individuals within the recipient's organization who have a need to know and have agreed to the same confidentiality and non-use obligations.

# 2022-2023 OPTI-PORT QUARTERLY REBATE PROGRAM

These Terms and Conditions apply to the 2022-2023 OPTI-PORT Rebate Program ("Program"). Any use of the Program will constitute your acceptance and agreement with the following Terms and Conditions ("Agreement").

1. **Eligibility.** Participation in this Program is restricted to accounts that are in "Good Standing". For purposes of the Program, an account represents all locations owned by an individual, corporation, partnership, association or any other legal entity. In addition, the sales history of a location will transfer to the current owner of such location and be removed from the prior owner's sales history. An account will be in Good Standing if it:
  - a. Purchases all contact lens manufactured by Alcon ("Contact Lens Products") exclusively from Alcon Vision, LLC (which does not include affiliates of Alcon) or an Alcon-authorized distributor;
  - b. Sells Contact Lens Products only in the U.S.;
  - c. Complies with Alcon's then-current Sales Policy & Procedures ("Sales Policy");
  - d. Sells Contact Lens Products only to patients with a valid and unexpired prescription residing in the U.S. for their own use and not to any other third party in any country for any purpose;
  - e. Exercises commercially reasonable efforts to verify prescriptions;
  - f. Sells Contact Lens Products only as packaged by Alcon for retail sale or dispensing;
  - g. Does not purchase, sell, or distribute trial lenses;
  - h. Does not purchase, sell or otherwise deal in Contact Lens Products that have been diverted from an authorized channel into an unauthorized channel; and
  - i. Uses commercially reasonable efforts to ensure good inventory control systems to avoid counterfeit or unauthorized sales of Contact Lens Products to third parties within or outside the U.S.; and
  - j. Purchases only those quantities of Contact Lens Products required to meet the quantities of product an account actually sells in the ordinary course of business. If Alcon believes an account purchased in excess of that, or its returns were in excess of the average size of returns or not returned in accordance with the terms of the Sales Policy, Alcon reserves the right, in its sole discretion, to exclude such excess product purchases from an account's Eligible Points and it will not earn a rebate on those purchases.
2. **Method and Timing of Rebate Payments.**
  - a. **Rebate** calculations will be made quarterly on a year to date basis (January 1-March 31, January 1 - June 30, January 1 - September 30, January 1 - December 31)
  - b. Customer must be recognized by Alcon as a OPTI-PORT Member in Alcon's data at the close of the quarter to be eligible to earn a rebate. Participation in any rebate program is not retroactive. If an account submits the required documentation to Alcon to affiliate with a different network prior to the end of a calendar quarter, Customer will be eligible for a different (not cumulative) rebate program.
  - c. **Rebate.** Customer is eligible to earn a quarterly rebate, subject to adjustment as set forth in Section 3, if Customer's **Year-to-Date Eligible Purchases** are greater than or equal to the corresponding prior year **Year-to-Date Eligible Purchases** calculated based on year-to-date in **Eligible Product (Unit) Purchases** and the quarterly sales volume gates outlined on page 2 (i.e.,  $\leq \$19,999$  or  $\geq \$20,000$ ).
    - i. **Eligible Product (Unit) Purchases.** The products listed on page 2 sets forth the lenses and rebate value based on Customer's quarterly unit purchases. A unit means (i.) a six (6) count box of monthly replacement product or (ii) a ninety (90) count box of daily replacement product
    - ii. **Eligible Purchases** means the sum of (i) the purchase price of all Contact Lens Products, excluding FOCUS® DAILIES® contact lenses, purchased directly from Alcon and/or (ii) the total number of units of Contact Lens Products, excluding FOCUS® DAILIES® contact lenses, purchased from any authorized Alcon distributor, multiplied by the average selling price for each Contact Lens Product as determined by Alcon in its sole discretion, and in the case of both (i) and (ii) less the dollar value of permitted returned Contact Lens Products and any program credits (e.g., discounts, rebates, chargebacks or administrative fees) for such period and excluding all FOB orders that are not delivered in the applicable period in accordance with the terms set forth in the Sales Policy.
    - iii. **Year-to-Date** or **YTD** means the period of time from January 1 through the applicable quarter
    - iv. **Measurement Period** means the month in which a OPTI-PORT Member qualifies as an Eligible Practice through the end of a quarter in a calendar year.
  - d. Rebates are subject to a **maximum cap of \$200,000 per quarter.**
  - e. Rebate calculations will be finalized approximately sixty (60) days after the close of each quarter. Payment will be made to OPTI-PORT for distribution. Alcon reserves the right to issue credit memos or checks or withhold or nullify payments if you are not compliant with Alcon's payment terms and conditions, have overdue invoices with Alcon or your account is otherwise not in Good Standing or is not in compliance with these Terms and Conditions. In the event an account is overpaid, Alcon has the right to offset payment against future earned rebates owed and / or the right to collect payment from the account. Alcon reserves the right to exclude from Eligible Products and Eligible Purchases in a particular period those returns submitted and accepted in accordance with Alcon's current Sales Policy following the end of such period that are in excess of an account's average rate of return for the prior twelve (12) months.

3. **Adjustment to Rebates.** All rebates estimated, earned and/or paid in prior Measurement Period(s) of a given year will be subtracted in the then-current Measurement Period rebate calculation.
4. **Audit.** During the Program and for two (2) years after the expiration or termination of this Program, Alcon has the right, upon two (2) business days' notice and within business hours, to audit a registered account's books, records and inventory for the purpose of verifying compliance with this Agreement.
5. **Confidentiality.** During the term of the Program and for three (3) years after the expiration or termination of this Program, you agree not to disclose to any third party or otherwise use any confidential and proprietary information of Alcon, including the terms of the Program, without Alcon's prior written consent.
6. **Representation.** Providing false, misleading, or incomplete account information will disqualify an account from the Program. Any and all funds determined, in Alcon's sole discretion, to have been acquired on the basis of such information or Alcon's error must be returned to Alcon. Alcon may refuse payment and participation if an account violates Program rules or procedures.
7. **Liquidated Damages.** Alcon shall be entitled to damages for each violation of Paragraph 1 above ("Grey Market Breach"), and an account shall pay Alcon Ten Thousand Dollars (\$10,000) as liquidated damages for each and every Grey Market Breach and not as a penalty, which amount is fair and reasonable. You recognize that diverting products from an authorized channel to an unauthorized channel has a deleterious effect on Alcon's trademarks, trade names, slogans, logos, and packaging designs, and the goodwill and reputation associated therewith, which can lead to damages that are difficult or impossible to quantify.
8. **Termination.** To the extent Alcon, in its sole discretion, believes an account is not in Good Standing or otherwise violated any of these Terms and Conditions, Alcon has the right to terminate an account's participation in this Program effective immediately upon notice to the account. Additionally, Alcon has the right to require the account to repay Alcon within ten (10) business days of the effective date of termination all rebates earned and paid by Alcon during the term of this Program. Alcon is entitled to receive from the account all reasonable attorneys' fees and costs incurred in connection with Alcon's enforcement of this provision. In addition, Alcon may, in its sole discretion and without penalty or further payment obligations, terminate the account's participation in this Program if any of the following occur: (a) it does anything to harm the business reputation of Alcon; (b) it is excluded from a federal health care program; or (c) Alcon reasonably believes the account violated a law in providing services in connection with this Program.
9. **Reservation of Rights.** Alcon reserves the right at any time to modify this Agreement, and modify or terminate the Program for any reason upon at least thirty (30) days' notice; provided, however, that Alcon will pay rebates earned for a completed period preceding the effective date of any modification or termination. No rebate will be paid on the basis of an incomplete period.
10. **Indemnification; Limitation of Liability.** To the fullest extent permitted by law, registered accounts shall indemnify, defend and hold harmless Alcon and its affiliates and their respective successors and assigns from any claim, demand, cause of action, debt, or liability (including reasonable attorneys' fees, expenses and court costs) arising from (a) an account's breach of this Agreement or (b) an account's conduct related to the Program. IN NO EVENT SHALL ALCON BE LIABLE FOR ANY LOSS OF BUSINESS, INCOME OR PROFITS. IN ADDITION, ALCON SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, RELIANCE, EXEMPLARY, INCIDENTAL, OR INDIRECT LOSS OR DAMAGES. IN NO EVENT SHALL ALCON'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED \$500.00. THESE LIMITATIONS OF LIABILITY SHALL APPLY TO ALL CLAIMS FOR DAMAGES AND WHETHER ALCON KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES.
11. **Voluntary Participation.** You acknowledge that you have carefully read these Terms and Conditions and understand all of the terms contained herein. You further acknowledge that you are voluntarily participating in the Program and agreeing to these Terms and Conditions, and you have not relied on any representation, statement or promise, written or oral, not set forth herein. You have had a full opportunity to investigate all facts you deem appropriate in deciding to agree to these Terms and Conditions. You have consulted with your attorneys who have advised you with respect hereto.
12. **Miscellaneous.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware without regard to any choice of law principles. All claims arising out of or relating to this Agreement shall be exclusively resolved by binding arbitration administered by the American Arbitration Association. The place of the arbitration shall be Fort Worth, Texas, and Delaware law shall apply. If any provision of this Agreement is invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. Alcon's failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between you and Alcon. You shall make no warranties or representations on behalf of Alcon to any third party with respect to the Contact Lens Products, except as such may be expressly approved by Alcon. This Agreement constitutes the entire agreement between Alcon and you with respect to the Program.