

NEW ACCOUNT APPLICATION

Independent Eye Care Practitioner

With your consent, we will use the information you provide for processing the application in accordance with our Privacy Policy found at JNJVISIONPRO.CA. Through your Account, you will be able to order products from both Johnson & Johnson Vision Care division of Johnson & Johnson Inc. ("JJVC") and AMO Canada Company ("AMO"). The "Company" shall refer to JJVC and AMO collectively.

NOTE: Your information will be transferred to countries outside of your country of residence, including the United States, which may provide for different data protection rules than in your country of residence.

SHIPPING INFORMATION

Legal Business Name: _____

DBA (Doing Business As) – specify name: _____

Address (incl. Unit#): _____

City: _____

Province: _____ Postal Code: _____

Telephone: _____

Email: _____

PRACTITIONER LICENSE INFORMATION

Name: _____

License Number & Province: _____

MD OD Optician

OTHER (please specify): _____

Slit Lamp Make & Serial #: _____

HST/GST # _____

PRACTICE PURCHASE

If this is a practice purchase, please indicate the selling practitioner's name and account number:

Practitioner's Name or Account Name: _____

Existing JJVC or AMO Account Number: _____

Effective Date of Purchase: _____

PAPERLESS OPTION

YES, I want to receive my financial documentation electronically. Email address*: _____

*Email notifications will be generated when your monthly statement is available. To view online please visit JNJVISIONPRO.CA then Order Center. Other financial documents such as invoices and credit memos are also available to view online.

BILLING ADDRESS *(if different from shipping address)*

Legal Business Name: _____

DBA (Doing Business As) – specify name: _____

Address (incl. PO Box): _____

City: _____

Province: _____ Postal Code: _____

Telephone: _____

Email: _____

OWNER(S) INFORMATION

(1) Name: _____

Title: _____

(2) Name: _____

Title: _____

ACCOUNTS PAYABLE

Name: _____

E-mail: _____

Telephone: _____

Tax Exempt: YES NO

If yes, please provide a copy of certificate with application.

PAYMENT OPTIONS

- Your account will be defaulted to making payments by cheque – see below Terms & Conditions
- To pay by credit card (Visa®, MasterCard® and American Express® accepted), you must register your credit card information via our secure Website after the completion of the application process and your account number will be assigned.
- Canadian customers go to JNJVISONPRO.CA then Order Center.

JJVC CUSTOMER POLICY

JJVC's Customer Policy is designed to promote patient health through the responsible and safe distribution of its contact lenses. For avoidance of doubt, the foregoing only applies to the sale of contact lens products.

JJVC contact lenses and related products (collectively, the "**Products**") will only be sold through Qualified Professionals and Retailers, approved by the Company, that sell only to end-users, based on a valid prescription, in compliance with all applicable laws and regulations regarding the sale and dispensing of contact lenses and the JJVC Diagnostic Lens Policy set forth below.

JJVC does not ship its Products with labeling materials that permit them to be sold over the counter. Therefore, all Qualified Professionals or Retailers, prior to delivery or shipment of the lenses to the consumer, must either:

- (i) obtain a copy of a valid, unexpired prescription; or,
- (ii) seek confirmation from the consumer's Eye Care Professional or the Eye Care Professional's office of the consumer's prescription specifications. The account's confirmation procedures must provide for actual or constructive knowledge that the consumer's prescription is valid and current.

TERMS AND CONDITIONS OF SALE

The Products are sold either directly by the Company or through Authorized Distributors to Qualified Professional and Retail Accounts, approved by the Company, solely for resale at retail to end-users.

The Company will issue statements on a monthly basis to all customers purchasing the Products. Current and past due invoices are reflected on the statement. Invoices are payable in accordance the Company's payment terms or depending on credit card payment schedule.

The Applicant hereby consents to allow the Company to contact the Applicant's references and to obtain credit information through a credit bureau or other similar organizations in order to evaluate the credit worthiness of the Applicant.

The Applicant agrees that the Company shall not be liable for any claim of damages as a result of the

inaccuracy or incompleteness of any credit information furnished to the Company by such outside references or other credit information sources. The Applicant represents and warrants that the information contained in this Application is, to the best of the Applicant's knowledge, complete true and accurate. The Applicant acknowledges that any failure to provide complete, true and accurate information may result in a rejection of the Application or termination of the Applicant's Account.

I understand and agree to abide by the Company's Terms and Conditions of Sale, and I confirm that my business currently complies with all federal, state and provincial laws and regulations regarding the sale or furnishing of contact lenses. I attest that my business complies with all applicable licensing/registration laws and regulations in each state or province where my business intends to sell the Products. I understand that this agreement and confirmation is a condition of becoming a Qualified Professional, as determined by the Company.

If Applicant fails to abide by terms and conditions within this Agreement and the outstanding balance becomes past due, the Company will place this balance with a third-party collection agency or attorney for the purposes of recovery of any unpaid balances. Applicant agrees to pay reasonable collection fees, collection agency fees, attorney fees, and/or court cost incurred by the Company.

This Agreement is governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, excluding any conflicts of law provisions. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

INDIVIDUAL PERSONAL GUARANTEE

Is this a Corporation: YES NO

If no, you must complete and sign below.

I, _____, for and in consideration of your extending credit at my request to _____ (the Customer Account), guarantee prompt payment of any obligation of the Customer Account to the Company, and I further agree to bind myself to pay on demand any sum which is due by the Customer Account to the Company, whenever the Customer Account fails to pay same. It is understood that this guarantee shall be an absolute, continuing, and irrevocable guarantee for such indebtedness of the Customer Account. In the event that this Guarantee must be enforced by the Company, I shall be responsible for all reasonable costs and expenses, including attorney's fees incurred by the Company.

This Guarantee and this Agreement shall be governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, excluding any conflict of law provisions. The parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

Print Name: _____

Signature: _____ Date: _____
MM/DD/YEAR

THE JJVC DIAGNOSTIC LENS POLICY

Diagnostic Lenses are only intended for trial fitting of appropriate candidates, or for the occasional replacement of torn or lost lenses. Absent express consent from Company, Qualified Professionals and Retailers may not (a) sell Diagnostic Lenses, (b) substitute Diagnostic Lenses for Revenue Lenses, or (c) give Diagnostic Lenses away at no charge as Product promotions for replacement contact lens sales.

Qualified Professionals and Retailers must use JJVC Trademarks and Brands in a manner consistent with the Company policies.

Qualified Professionals and Retailers may only sell Acuvue® Products for use solely with their patients, staff, employees, students and their respective dependents.

Qualified Professionals and Retailers shall not make false or misleading statements about the Company, its business practices or any of its Products.

Qualified Professionals and Retailers must comply with all label licenses and use restriction policies on which the Company may condition the purchase or receipt of any Products.

Qualified Professionals and Retailers must not tamper with the original Product packaging and are strictly prohibited from selling Products that are not in their original manufacturer packaging.

If the Company discontinues manufacture or ceases to market or co market a Product or pack size, then Qualified Professionals and Retailers must remove the Product offering for sale.

Qualified Professionals and Retailers must not knowingly source or sell goods that are tampered or counterfeit.

Qualified Professionals and Retailers must not divert any Product, or purchase or sell any Product to any other distribution channel, end-user, business entity, or third party. The sale of diverted goods shall include goods not approved for sale in the Distribution Area or goods obtained in a secondary market, through parallel trade, gray market, or third-party importation, or redirected from the manufacturer's intended area of sale to a different geography or distribution channel.

Qualified Professionals and Retailers with direct accounts must keep their account balances with the Company in good standing.

The Company reserves the right to commission annual audits of Qualified Professionals and Retailers to assess compliance with legal obligations, diagnostic lens policy, and any territorial restrictions; provided, however, additional audits may be permitted if agreed otherwise between the parties.

The Company reserves the right to terminate a Qualified Professional or Retail Account that violates this Policy or place the Account on the Company's "Do Not Sell" list.

Termination does not release or forgive the Account from the obligation to pay any sum owed to the Company.

By submitting the account application, you consent to the transfer of your information to countries outside of your country of residence, including the United States, which may provide for different data protection rules than in your country. You may withdraw consent at any time.

SIGNATURE REQUIRED

Print Name: _____

Signature: _____ Date: _____
MM/DD/YEAR

Please return completed New Account Application via email to VISNACCT@its.jnj.com

Questions? Contact New Accounts: English Canada: 800-267-5098; French Canada: 800-667-5099

Consent to Receive Email Communications

YES, I would like to receive future emails with marketing communication and promotions for which I am eligible from Johnson & Johnson Vision Care division of Johnson & Johnson Inc. and/or AMO Canada Company or its service providers appointed on its behalf. I understand I can withdraw my consent at any time by clicking the unsubscribe link at the bottom of the email communication in question or by sending an email to **VISNACCT@its.jnj.com** to indicate my desire to be unsubscribed.