

ACUVUE® PREFERRED PROGRAM

1. **Rebate Program:** Member may be eligible for a quarterly rebate if Member's ACUVUE® share meets the targets identified in the grid(s) below and the other program requirements outlined in this **ACUVUE® Preferred Program** ("Preferred Program" or "Program") Schedule. To determine the applicable rebate percentage, the ACUVUE® share shall be calculated as follows:
 - a. The effective year-to-date ("EYTD") point of sale ("**POS**") purchases of ACUVUE® soft contact lenses for vision correction (individually, "**Product**" and collectively, "**Products**") is divided by the total effective EYTD POS purchases of soft contact lenses for vision correction (based on the Company Fiscal Calendar, referenced herein).
 - o **Definition:** The term **soft contact lenses for vision correction**, as used herein, is defined as lenses determined by regulatory indication for approval. As such, some types of lenses do not satisfy this definition and therefore would be excluded from the Member's Preferred Program share calculation, such as lenses indicated for myopia management.
 - b. Share calculations will be computed using the Member's POS Data across all affiliated locations received from the data analytics software, which will be provided to the Member, gratis.
 - c. "Data" as used in this Preferred Program means all Member's POS data.
 - d. Provided the Member meets all eligibility requirements, a Member that participates in the Preferred Program will receive the higher of a three percent (3%) rebate on all eligible ACUVUE® Product purchases, or the rebate, which is calculated in accordance with the applicable grid outlined herein, for its first effective quarter of this Program. Following the first effective quarter and thereafter, the Member's rebate will be calculated solely using the applicable grid(s) outlined herein.

2. **Rebate Information:**
 - a. **Eligibility:** To be eligible for the rebate, the Member must meet the ACUVUE® EYTD share and ACUVUE® EYTD share growth from Baseline targets in the grid in **Section 2.f.** below. ACUVUE® EYTD share growth from Baseline is defined as ACUVUE® EYTD share vs. Baseline, which is defined below. The Member's rebate will be calculated as a percent of total ACUVUE® Volume. **ACUVUE® Volume** is defined as total effective contract year-to-date eligible Member Product purchases.
 - (i) **Baseline Defined.** In the first contracted year, Baseline is defined as the two (2) fiscal quarters prior to the Effective Date of the Agreement. After the first effective contracted year, the Baseline will be the prior year's ACUVUE® EYTD share.
 - (ii) **Baseline Calculation Example.** For a Member joining the effective period of Q1 2024, the Baseline is Q3 and Q4 ACUVUE® share of 2023. In this Member's second contracted year (2025), the Baseline is Q1 – Q4 2024.
 - b. **Eligibility Calculations.** Company will calculate Member's qualifications for all of the EYTD rebates referenced in Sections 1 and 2, using the grid(s) below. EYTD Rebate payments will be based on true up calculation, after considering previous payments made, and in accordance with Company's latest Member roster.
 - c. **Growth or Maintenance:** If a Member grows or maintains its ACUVUE® EYTD share from Baseline and the Member's total ACUVUE® Volume is \$100,000.00 or greater in a fiscal quarter, the Member will be eligible for an additional one percent (1%) rebate on its total ACUVUE® volume for that fiscal quarter.

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- d. **Disqualification:** If a Member's EYTD Share declines by 10.0 points or more vs. Baseline, the Member will not receive a rebate that quarter.
- e. **Reduction.** If a Member's EYTD Share declines between 5.0 to 9.9 points vs. Baseline, the Member's rebate will be reduced by fifty (50%) percent that quarter.
- f. **Rebate Grid.** The grid below specifies the requirements for the 2024 quarterly rebate(s) under the Preferred Program.

ACUVUE® Preferred Reward for Performance

		ACUVUE® EYTD Share Performance				
		<35.0%	35.0%+	50.0%+	65.0%+	75.0%+
		Rebate paid on total ACUVUE® Volume				
ACUVUE® EYTD Share growth from baseline	Base Rebate*	3%	6%	9%	15%	20% <small>Earn additional 1% for every +1.0pt share growth over 75.0% share (up to additional 3%) for a maximum rebate of 23%</small>
	≥2.0pts to <5.0pts	6%	9%	12%	17%	
	≥5.0pts	9%	12%	15%	19%	

*Rebate is decreased by 50% if ACUVUE® share declines ≥5.0pts from baseline, not eligible for rebate if ACUVUE® EYTD share declines ≥10.0pts from baseline

3. 2024 Full-Year Example: 25% to 79%

Q1	Q2	Q3	Q4
Baseline Share = 25.0% EYTD Share = 33.0% 2024 EYTD ACUVUE® Volume = \$40K	Baseline Share = 25.0% EYTD Share = 50.0% 2024 EYTD ACUVUE® Volume = \$90K	Baseline Share = 25.0% EYTD Share = 75.0% 2024 EYTD ACUVUE® Volume = \$140K	Baseline Share = 25.0% EYTD Share = 79.0% 2024 EYTD ACUVUE® Volume = \$200K
Payout on Total ACUVUE® Volume = \$40K x 9% \$3.6K in Q1 rebate	Payout on Total ACUVUE® Volume = \$90K x 15% \$13.5K EYTD Rebate Total \$9.9K in Q2 rebate	Payout on Total ACUVUE® Volume = \$140K x 20% \$28.0K EYTD Rebate Total \$14.5K in Q3 rebate	Payout on Total ACUVUE® Volume = \$200K x 23% \$46.0K EYTD Rebate Total \$18.0K in Q4 rebate

4. 2024 Full-Year Example: Disqualifier

Q1	Q2	Q3	Q4
Baseline Share = 50.0% EYTD Share = 48.0% 2024 EYTD ACUVUE® Volume = \$40K	Baseline Share = 50.0% EYTD Share = 44.0% 2024 EYTD ACUVUE® Volume = \$90K	Baseline Share = 50.0% EYTD Share = 39.0% 2024 EYTD ACUVUE® Volume = \$140K	Baseline Share = 50.0% EYTD Share = 51.0% 2024 EYTD ACUVUE® Volume = \$200K
Payout on Total ACUVUE® Volume = \$40K x 6% \$2.4K in Q1 rebate	Payout on Total ACUVUE® Volume = \$90K x 3% \$2.7K EYTD Rebate Total \$0.3K in Q2 rebate	Payout on Total ACUVUE® Volume = \$140K x 0% \$0.0K EYTD Rebate Total \$0.0K in Q3 rebate	Payout on Total ACUVUE® Volume = \$200K x 9% \$18.0K EYTD Rebate Total \$15.3K in Q4 rebate

- 5. **Additional Program Offerings:** Based upon the ACUVUE Preferred Rebate level achieved, Member may also be eligible for additional Program offerings, subject to the following specifications:

- a. Offerings (including but not limited to incremental Preferred patient rewards, Preferred logo on acuvue.com doctor locator, and up to eight percent (8%) Product discount when ordering

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direct) will be made available to eligible Preferred Members within three (3) weeks of enrolling in the ACUVUE® Preferred Program.

- b. If a Member opts out of the Preferred Program, is no longer affiliated to a Preferred Program location, or otherwise becomes ineligible for the Preferred Program, all Preferred Program offerings, including the Preferred Reward for Performance (RFP) offerings, will be deactivated and discontinued.

- 6. **Changes.** The rebates and any additional Program offerings specified in this Schedule, and the associated grids and payments may be modified, changed, replaced, revoked or removed at any time by Company, in its sole discretion.

7. **General Requirements.**

- a. **Eligibility.** To be eligible for a rebate under this **Preferred Program**, the Member must: (i) be a member of a Company contracted GPO, enrolled in Company's MyApp or ACUVUE® Alliance Partnership Program, or otherwise be a member/affiliate of an organization contracted with Company under a rebate agreement; (ii) facilitate the Company's access to Affiliates and their key decision makers; (iii) agree to receive and circulate educational, promotional, and **Preferred Program** materials to Affiliates as reasonably requested by the Company, including but not limited to receiving these materials through a sales representative, an email, or any other electronic forms of communication; (iv) make available all reports and rosters as required by this Agreement; (v) have a practice management system that is compatible with data analytics software across all affiliated locations; (vi) allow the installation/integration of the data analytics software onto their systems at all Member locations; (vii) accurately capture current and historical data for all affiliated locations, for each quarter in their EYTD period; (viii) consent to allowing the captured Data to be transferred to Company for share calculation; and (ix) meet any additional requirements that may be set forth in this **Preferred Program** and the applicable rebate agreement referenced herein.
- b. **Member Responsibilities and Sales Access.** In consideration for adhering to the Member's reasonable, written facility policies and procedures, Company sales representatives shall have reasonable access to the Member and applicable associated staff for the purpose of providing Product education, training, support, Member business reviews, and customized training based on the Data. Member shall allow reasonable access to Company's vendor for the sole purpose of installing/removing/troubleshooting the data analytics software. Member is responsible for accurately capturing POS data in its practice management system and Member warrants that this data is free from manipulation.

8. **Data Rights and Access.**

- a. **Data Use.** Company will use Data for internal business purposes, including customized Member business reviews, customized Member training, and for other training and marketing purposes. Company may, in its reasonable discretion, retain the services of a trusted third-party vendor, with whom it has an established, contractual business relationship when executing any of the business initiatives noted above. Company warrants that any vendor retained by Company in the execution of these initiatives will be subject to a non-disclosure agreement and will be assessed for its ability to meet industry-standard security measures to ensure the confidentiality and integrity of the Data.
 - i. Company agrees to treat all Data as Confidential under this Program and will not publicly disclose or distribute any content or Data unless such Data is in an aggregated and de-

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identified form that would not permit a third party to identify the Data as associated with the Member or any specific individual. Company's use of Data will be in compliance with all applicable privacy laws and regulations.

- ii. The Data compiled, arranged, and presented via the data analytics software is the **ACUVUE® Dashboard** and it is **proprietary in nature**. The **Member acknowledges and agrees that it will hold this proprietary information in strict confidence and will not disclose or otherwise share the ACUVUE® Dashboard or the Member's login information** with any Company competitors or other third party, and that it will also take all reasonable precautions to prevent the unauthorized disclosure thereof.

b. Confidentiality.

- i. The Data provided to Company will not be linked to an individual patient, nor will the Data provided to Company present the results of data analysis in a format that could reveal a patient's identity or contact information.
- ii. All parties shall comply with all federal and state laws and regulations governing the confidentiality of the information that is the subject of this Program.

c. Data Ownership. Any Data provided by Member pursuant to this Program shall at all times remain the property of the Member and shall be considered confidential.

d. Data License. Member grants to Company a limited, exclusive, irrevocable, perpetual license to retain, store, analyze, and use the Data in accordance with the terms and conditions of this Program.

e. Protected Health Information Addendum. Attached hereto.

9. Payments and Rounding.

a. Assuming complete compliance with the terms and conditions and eligibility requirements, Company shall pay the Member any rebates that the Company is required to pay the Member under this Agreement for a given quarter by check or by electronic transfer to an account designated by the Member no later than ninety (90) days after the Company receives all Member sales data, direct and distributor purchases (or in cases of corrected data, no later than ninety (90) days after the Company receives all corrected data). Company may aggregate into one payment all rebates that the Company is required to pay the Member and their Affiliates under this Agreement for a given quarter.

b. Company reserves the right to use a third party to administer this Program and make payments to Member.

c. Rebate payments will be calculated by multiplying Product units times Company Contracted Singles Multi-pack Price. At the end of each quarter, Contracted Singles Multi-Pack Price will be used for rebate calculation of current purchases. Both Product units purchased directly from Company and through Company's Authorized Distributors count equally in payment calculations.

d. When calculating rebate performance, Company will calculate the Member's Share for Products to the nearest tenth of a percentage point.

e. If Member's year-to-date calculation is less than what Company has already remitted to the Member throughout the year, the net effect of the Member's rebate will be zero.

10. **Fiscal Year.** All calculations are based on the Company Fiscal Calendar as noted below. Calculations will be computed based solely on the data as reflected at the close of the quarter.

Company Fiscal Calendar	2022	2023	2024	2025	2026
Q1 ends	04/03/22	04/02/23	3/31/24	03/30/25	3/29/26
Q2 ends	07/03/22	07/02/23	6/30/24	06/29/25	6/28/26
Q3 ends	10/02/22	10/01/23	9/29/24	09/28/25	9/27/26
Q4 ends	01/01/23	12/31/23	12/29/24	12/28/25	1/3/27

11. **Rebate Payments.** Provided that Member satisfies all eligibility requirements of this Schedule, Company shall pay all earned rebates in accordance with the terms and conditions outlined in the applicable GPO, MyApp or ACUVUE® Alliance Partnership Program or other applicable rebate agreement.

12. **Rebate Payment Disputes.** The Member may seek redress for rebate disputes in accordance with the terms and conditions outlined in the Dispute Resolution provisions of its applicable Agreement with Company or applicable GPO, MyApp or ACUVUE® Alliance Partnership Program rebate agreement, that are referenced in the **Section 7.a.** (Eligibility) of this Schedule.

13. **Performance Review:** Company shall review the Member's sales Data each quarter, year, or more frequently if indicated by changes in the Member's purchases. If, after such a review, the Company determines that the Member has not met or is not reasonably likely to meet the requirements for continued rebates under this Program, the Company may, in its sole discretion, in addition to any other rights it has under this **Preferred Program** or the applicable rebate agreement, and on giving thirty (30) days' prior notice to the Member, terminate Member's participation in this Preferred Program.

14. **Special Considerations.**

- a. **Enrollments.** Provided that the Member also meets all of the requirements specified in this Schedule, a Member opting into this **Preferred Program** before the last calendar day of the first month of the existing quarter will become effectively enrolled during the fiscal quarter in which it enrolls, and a Member opting into this **Preferred Program** during the second or third month of the existing quarter will become effectively enrolled in the next fiscal quarter ("**Effective Enrollment Quarter**").
- b. **No historical POS Data.** Members with no historical POS Data shall be calculated as follows: first Effective Enrollment Quarter = three percent (3%) guarantee; in subsequent quarters = first Effective Enrollment Quarter will be used as Baseline until Baseline data is available.
- c. **Data Analytics Software.** Member must install the data analytics software at each affiliated location that receive Products within the first two (2) effective fiscal quarters of the Member joining the Preferred Program, and within the first effective fiscal quarter when adding a location. Member's ACUVUE® Product share will be calculated exclusively using the POS Data received from the data analytics software referenced herein, and the Member must accurately capture the POS Data at each individual affiliated location in their practice management system. Company does not have the ability to alter any POS Data that is being reported. Therefore, Company will not, under any circumstances, consider any extrinsic information or data in its calculations of Member's ACUVUE® Product share.

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15. **Adding/Deleting Member Locations.** In order to determine a Member's Preferred Program rebate and offering eligibility, Company will rely on and use the most recent account list to determine affiliated locations, as defined by the underlying rebate Agreement.