

| NEW ACCOUNT APPLICATION Independent Eye Care Practitioner  |   |
|--|---|
| If applicable, please provide existing and/or previous<br>Johnson & Johnson, Vision Care, Inc. Account Numbers:  | For internal purposes only:<br>New Account #:                 |
| SHIPPING NAME AND ADDRESS  | BILLING NAME AND ADDRESS (if different from shipping address) |
| LEGAL BUSINESS NAME:   | LEGAL BUSINESS NAME:  |
| DBA (Doing Business As) – specify name:  | DBA (Doing Business As) – specify name:                       |
| Address:   | Address:  |
| City:  | City:   |
| State/Province:  | State/Province:   |
| Zip/Postal Code:   | Zip/Postal Code:  |
| Telephone:   | Telephone:  |
| Fax:   | Fax:  |
| Email:   | Email:  |
| Practitioner License Information   | Owner(s) Information  |
|  |   |
| Name:  | (1) Name:   |
| License Number & State/Province  | Title:  |
|  | (2) Name:   |
| MD: OD: OPTICIAN:  | Title:  |
| OTHER (please specify):  |   |
| Slit Lamp Make & Serial #: (Canada Only)   | Accounts Payable:   |
| Federal Tax I.D. or GST #  | Name:   |
|  | E-mail:   |
| Tax Exempt: YES NO   | Telephone:  |
| If yes, please provide a copy of certificate with application  |   |
| 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 Account Number:   Effective Date of Purchase:  |   |
| <i>"PAPERLESS" OPTION</i> : (check here) YES, I want to receive my financial documentation electronically.<br>*E-mail address:   |   |
| *E-mail notifications will be generated when your monthly statement is available to view online at <u>www.orderacuvue.com</u> for U.S. customers or<br><u>www.orderacuvue.ca</u> for Canadian customers.<br>Other financial documents such as invoices and credit memos are also available to view online. |   |

#### **PAYMENT OPTIONS**

- Your account will be defaulted to making payments by check see below Terms & Conditions
- To pay by credit card (Visa<sup>®</sup>, MasterCard<sup>®</sup> and American Express<sup>®</sup> accepted) you must register your credit card information via our secure Website after the completion of the application process and your account number has been assigned.
- ▶ U.S. customers go to <u>www.orderacuvue.com</u> and Canadian customers go to <u>www.orderacuvue.ca</u>

#### 1. INDIVIDUAL PERSONAL GUARANTY

IS THIS A CORPORATION (check): YES\_\_\_\_\_\_ NO\_\_\_\_\_ If no, you must complete and sign number 1.

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 JJVC, and I further agree to bind myself to pay on demand any sum which is due by the Customer Account to JJVC, whenever the Customer Account fails to pay same. It is understood that this guaranty shall be an absolute, continuing, and irrevocable guaranty for such indebtedness of the Customer Account.

If the guaranty indebtedness is not paid by when due, and if the guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable collection fees, attorney's fees and court costs incurred by JJVC.

Should Johnson and Johnson, Vision Care, Inc. decide to litigate the matter, herein, Johnson and Johnson, Vision Care, Inc. retains the right to choose Duval County, FL in any matter of litigation.

Print Name

Date

## 2. TERMS AND CONDITIONS OF SALE

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

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

The Applicant hereby consents to allow JJVC 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 JJVC shall not be liable for any claim of damages as a result of the inaccuracy or incompleteness of any credit information furnished to JJVC 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 JJVC 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 JJVC Products. I understand that this agreement and confirmation is a condition of becoming a JJVC Qualified Professional.

If applicant fails to abide by terms and conditions within this agreement and the outstanding balance becomes past due, JJVC 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 JJVC.

Should JJVC decide to litigate the matter, herein, JOHNSON & JOHNSON, VISION CARE, Inc.<sup>®</sup>, retains the right to choose Duval County, FL in any matter of litigation.



Print Name

# Johnson & Johnson, Vision Care, Inc. Customer Policy

The JJVC Customer Policy is designed to promote patient health through the responsible and safe distribution of its contact lenses. JJVC Products will only be sold through Qualified Professionals and Retailers 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 comply with all federal and provincial laws and statutory regulations regarding the sale or furnishing of contact lenses, including prescription verification laws.

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. 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 may purchase only from authorized JJVC suppliers.

Qualified Professionals and Retailers must use JJVC Trademarks and Brands in a manner consistent with Johnson & Johnson, Vision Care, Inc. policies.

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

Qualified Professionals and Retailers must comply with all label licences or use restrictions on which JJVC may condition the purchase or receipt of any Products.

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

JJVC 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. JJVC reserves the right to terminate a Qualified Professional or Retail Account that violates this Policy. Termination does not release or forgive the Account from the obligation to pay any sum owed to JJVC.

## Please return completed New Account Application via e-mail to VISNACCT@its.jnj.com or by fax 1-866-622-6868.

For questions contact New Accounts at: 800-874-5278 – U.S. customers 800-267-5098 – Canadian English 800-667-5099 – Canadian French

Third party trademarks used herein are trademarks of their respective owners.