



Visioneering Technologies, Inc. New Customer Credit Application

Account Name: _____

Individual acting for business purposes Corporation Partnership DBA

Address: _____

City: _____ **Prov./Terr.:** _____ **Postal Code:** _____

Office Phone: _____ **Fax Number:** _____

E-mail: _____
Used for Account Set=Up

Website: _____

Principal Owner(s)

Name: _____ **Name:** _____

OD MD Optician OD MD Optician

Home Address: _____ **Home Address:** _____

City: _____ **City:** _____

Prov./Terr.: _____ **Prov./Terr.:** _____

Soc. Insurance No.*: _____ - _____ - _____ **Soc. Insurance No.*:** _____ - _____ - _____
*Optional

Billing Information

Address where statement will be shipped: _____

City: _____ **Prov./Terr.:** _____ **Postal Code:** _____

Accounts Payable Contact Name: _____

Phone: (____) _____ **Fax:** (____) _____

Email Address: _____

For any billing inquiries or concerns, please reach out to the Visioneering Technologies, Inc. Order Department by calling 877-247-0757 or emailing orders@vtivision.ca.

Reviewed May 2020

10745 Westside Way • #200 • Alpharetta, GA 30009 • 1-844-VTI-LENS (1-844-884-5367)

Terms and Conditions

This agreement is entered into on this day _____, 20 ____; between _____

(referred to as customer) and *Visioneering Technologies, Inc.* (referred to as VTI).

This Customer Agreement is subject to the terms and conditions set forth below:

1. To become a VTI customer, the applicant must be a Licensed Eyecare Provider, in accordance with the laws of the jurisdiction in which customer practices.
2. You agree that VTI may authorize their third party solutions provider, Wisconsin Vision Associates Inc., from the date written above and from time to time during our relationship, to obtain one or more written or oral reports from any credit agency or bureau. Information may be obtained in this report including authentication information, contact information, and information about your financial and credit history and worthiness, such as your payment history, and any defaults, or declarations of bankruptcy. The information will be used to review the credit of an applicant or current customer, and for confirming your identity and eligibility for our services, evaluating your credit worthiness, deciding whether to offer our services, and to manage, administer, maintain, collect and enforce any agreement we have with you. Thereafter, the prospective customer will be approved or denied..
3. VTI generates statements monthly at the end of each month and will email your statement to you shortly after the close of each month. Payment is due to VTI by the 15th of the month following the month of order. Customer agrees to pay in full the stated costs for any order placed by customer or through customer's account, including without limitation, any stated shipping costs or applicable taxes, if any. All amounts under this Agreement shall be in **United States** dollars. VTI will provide a Canadian Dollar equivalent on your monthly statement and will accept payment in Canadian Dollars based on the United States Dollar / Canadian Dollar exchange rate in effect when we generate each monthly statement.
4. Non-payment, according to these terms, may result in closure of the customer account.
5. VTI reserves the right to charge a fee of \$30 for each returned or NSF check.
6. The estimated delivery time will be specified with your order. Purchases will only be shipped to a valid mailing address in Canada recognized by the third party shipping company. We may not be able to ship to all addresses. In the event we are not able to ship to the shipping address you provide, we will notify you and your order will be cancelled (unless you provide an alternate eligible shipping address). Please note that multiple orders may not always be shipped together. In addition, depending on the size of your order, you may receive several shipments to complete your order.
7. Without limiting the generality of this agreement, we reserve the right to limit or refuse any order. Further, we reserve the right to verify the validity of all orders and cancel any order if we find evidence of fraud, tampering and/or any other violation of this agreement. We may, in our sole discretion, limit or cancel quantities purchased per customer. We also reserve the right, in our sole and absolute discretion, not to allow purchases from certain addresses or geographic locations. In the event that we choose not to accept an order, we will notify you accordingly.
8. All orders are subject to verification by VTI at any time and for any reason. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to VTI): (i) for the purposes of verifying the legitimacy of any order and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling an order in accordance with our interpretation of the terms and conditions of this agreement.
9. If there is a transfer of ownership of customer's practice or business, the customer is required to give VTI written notification. The new owner assumes the existing agreement but must also submit an updated customer application. If VTI accepts such new application, a new customer number will be assigned.

Reviewed May 2020

Schedule A
Data Protection Agreement

This Agreement (“Agreement”) is made and entered into this _____ day of _____ [Month], _____ [Year] by and between *Visioneering Technologies, Inc.* (Supplier), whose business address is 10745 Westside Way, Suite 200, Alpharetta, GA 30009, and _____ [Business Name] (“Customer”), _____ [Type of Entity], whose business address is _____ [Address of Customer].

WHEREAS, Supplier is in the business of providing ophthalmic products (“Offering”).

WHEREAS, Customer wishes to engage, or has engaged, Supplier in connection with said Offering,

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

1. Definitions. Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Applicable Law.

a. **Applicable Law.** “Applicable Law” shall mean all applicable laws and regulations applicable to privacy, security, breach notification, personal information, and personal health information.

2. Obligations and Activities of Supplier.

a. Supplier agrees to not collect, use or disclose personal information other than as permitted or required by this Agreement or as required by Applicable Law. For the purposes of this Agreement between Customer and Supplier, Supplier shall only process or use that personal information provided to Supplier by Customer for the purposes of this Agreement in providing the Offering, in particular, the preparation of ophthalmic products.

b. Supplier agrees to use appropriate safeguards to help prevent the use or disclosure of personal information other than as provided for by this Agreement. Without limiting the foregoing, Supplier further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any personal Information, as required by Applicable Law.

c. Supplier agrees to report to Customer any use or disclosure of personal information not provided for by this Agreement of which it becomes aware, and in a manner as prescribed herein.

d. Supplier agrees to report to Customer any security incident that results in the loss, disposition, modification or theft of or improper disclosure of or access to personal information, including all data

breaches or compromises, whether internal or external, related to personal information, whether the personal information is secured or unsecured, of which Supplier becomes aware. Supplier further agrees to provide Customer with information necessary for Customer to meet the requirements of the Applicable Law.

- e. Supplier agrees to ensure that any subcontractor, to whom Supplier provides personal information, agrees to the same or substantially similar restrictions and conditions that apply through this Agreement to Supplier with respect to such information. Supplier further agrees that restrictions and conditions analogous to those contained herein shall be imposed on said subcontractors via a written agreement that complies with all the requirements the Applicable Law. Where required by law, Supplier will seek and obtain Customer's consent prior to using a subcontractor.
- f. Unless otherwise protected or prohibited from discovery or disclosure by law, Supplier agrees to make internal practices, books, and records, including policies and procedures (collectively "Compliance Information"), relating to the use or disclosure of personal information and the protection of same, available to the Customer for purposes of the Customer determining Supplier's compliance with this Agreement and the Applicable Law. Supplier further agrees, at the request of Customer, to provide Customer with demonstrable evidence that its Compliance Information ensures Supplier's compliance with this Agreement over time. Supplier shall have a reasonable time within which to comply with requests for such access and/or demonstrable evidence, consistent with this Agreement. In no case shall access, or demonstrable evidence, be required in less than ten (10) business days after Supplier's receipt of such request.
- g. Supplier agrees to maintain necessary and sufficient documentation of disclosures of personal information as would be required for Customer to respond to a request by an individual for an accounting of such disclosures. Supplier shall forward any such requests to Customer for response using any contact information provided by Customer for that purpose.
- h. On request of Customer, Supplier agrees to provide to Customer documentation made in accordance with this Agreement to permit Customer to respond to a request by an individual for an accounting of disclosures of personal information in accordance with the Applicable Law. Supplier shall have a reasonable time within which to comply with such a request from Customer and in no case shall Supplier be required to provide such documentation in less than seven (7) business days after Supplier's receipt of such request.
- i. In the event Supplier receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Supplier shall redirect the individual to the Customer, using any contact information provided by Customer for that purpose.
- j. Supplier must honor all restrictions consistent with the Applicable Law that the Customer or the individual makes the Supplier aware of.
- k. Supplier will allow the Customer to access or otherwise obtain the Customer's personal information at any time, subject only to necessary operational constraints.
- l. Supplier will inform the Customer of Supplier's receipt of any requirement issued in a proceeding, including any summons, warrant or order, that relates to the relevant personal information

and that it reasonable to believe may be enforceable in the jurisdiction in which Supplier operates or in which the relevant personal health information is located.

3 Permitted Uses and Disclosures by Supplier.

- a. Except as otherwise limited by this Agreement, Supplier may make any uses and disclosures of personal information necessary to perform its services to Customer and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Applicable Law, if done by Customer. All other Uses or Disclosures by Supplier not authorized by this Agreement, or by specific instruction of Customer, are prohibited.
- b. Except as otherwise limited in this Agreement, Supplier may use personal information for the proper management and administration of the Supplier or to carry out the legal responsibilities of the Supplier.
- c. Except as otherwise limited in this Agreement, Supplier may disclose personal information for the proper management and administration of the Supplier, provided that disclosures are permitted or required by Applicable Law, or Supplier obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as required by Applicable Law, or for the purpose for which it was disclosed to the person, and the person notifies the Supplier of any instances of which it is aware in which the confidentiality of the information has been breached, in accordance with this Agreement.
- d. Supplier may use personal information to report violations of law to appropriate authorities, consistent with the Applicable Law.
- e. Supplier shall make uses, disclosures, and requests for personal information consistent with the minimum uses or disclosures necessary to meet the purposes of this Agreement in providing the Offering. Customer shall only supply Supplier with personal information to the minimum extent necessary to meet such purposes, primarily, prescription information for the production of ophthalmic products, and shall render such information in a form that the associated individual cannot be identified by Supplier wherever possible.

4 Obligations and Activities of Customer.

- a. Customer shall notify Supplier of the provisions and any limitation(s) in its notice of privacy practices of Customer, to the extent that such provisions and limitation(s) may affect Supplier's use or disclosure of personal information.
- b. Customer shall notify Supplier of any changes in, or revocation of, consent or permission by an individual to use or disclose personal information, to the extent that the changes or revocation may affect Supplier's use or disclosure of personal information.
- c. Customer shall notify Supplier of any restriction to the use or disclosure of personal information that Customer has agreed to in accordance with Applicable Law, and also notify Supplier regarding restrictions that must be honored under the Applicable Law, to the extent that such restrictions may affect Supplier's use or disclosure of personal information.

- d. Customer shall not require Supplier to Use or Disclose Protected Health Information in any manner that would not be permissible under the Applicable Law if done by the Customer. Without limiting the foregoing, Customer represents that it has provided any notices or obtained any consents necessary for the use and disclosure of personal information contemplated in this Agreement, in accordance with Applicable Law.
- e. Customer understands, acknowledges and agrees that Supplier may process personal information outside of Canada, including in the United States.

5. Term and Termination.

- a. Term. The Term of this Agreement shall be effective as of _____ [Effective Date], and shall terminate when all of the personal information provided by Customer to Supplier, or created or received by Supplier on behalf of Customer, is destroyed or returned to Customer, or, if it is infeasible to return or destroy personal information, protections are extended to such information, in accordance with the termination provisions in this Agreement.
- b. Termination for Cause by Customer. Upon Customer's knowledge of a material breach of this Agreement by Supplier, Customer shall give Supplier written notice of such breach and provide reasonable opportunity for Supplier to cure the breach or end the violation. Customer may terminate this Agreement, and Supplier agrees to such termination, if Supplier has breached a material term of this Agreement and does not cure the breach or cure is not possible.
- c. Termination for Cause by Supplier. Upon Supplier's knowledge of a material breach of this Agreement by Customer, Supplier shall give Customer written notice of such breach and provide reasonable opportunity for Customer to cure the breach or end the violation. Supplier may terminate this Agreement, and Customer agrees to such termination, if Customer has breached a material term of this Agreement and does not cure the breach or cure is not possible.
- d. Effect of Termination. Upon termination of this Agreement, for any reason, Supplier and Customer will cooperate in managing the termination, and with respect to personal information received from Customer, or created, maintained or received by Supplier on behalf of Customer shall:
1. Retain only that personal information which is necessary for Supplier to continue its proper management and administration or to carry out its legal responsibilities;
 2. Immediately return to Customer or (if agreed by Customer) destroy the remaining personal information still maintained in any form.
 3. Continue to use appropriate safeguards and comply with the Applicable Law with respect to personal information, for as long as Supplier retains the personal information;
 4. Not use or disclose personal information retained by the Supplier other than for the purposes for which such personal information was retained; and
 5. Return to the Customer, or if agreed to by the Customer, destroy the personal information retained by Supplier when it is no longer needed by Supplier for its proper

management and administration or to carry out its legal responsibilities.

6. Entire Agreement.

- a. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between Customer and Supplier regarding its subject matter. It contains the entire Agreement between the parties.
- b. This Agreement may be modified only by a signed written agreement between Customer and Supplier.
- c. All other agreements entered into between Customer and Supplier, not related to this subject matter, remain in full force and effect.

7. Governing Law.

- a. This Agreement and the rights of the parties shall be construed in accordance with the laws of the State of Georgia as it pertains to contract formation and interpretation, without giving effect to its conflict of laws. The parties agree that any appropriate state court sitting in Fulton County, Georgia or any Federal Court sitting in the Northern District of Georgia shall have exclusive jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy.
- b. Each party irrevocably consents to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action, or proceeding in any such court and further waives the right to object, with respect to such suit, action, or proceeding, that such court does not have jurisdiction over such party.

8. Miscellaneous.

- a. Compliance with Applicable Law. Each of Customer and Supplier will comply with their obligations under Applicable Law.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Customer and Supplier to comply with the requirements of the Applicable laws.
- c. Survival. The respective rights and obligations of Supplier under Section 5(d) of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Customer and Supplier to comply with the Applicable Law.
- e. Severability. If any provision or provisions of this Agreement is/are determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, this Agreement shall not be unlawful, void or unenforceable thereby, but shall continue in effect and be enforced as though such provision or provisions were omitted.

9. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one original Agreement. Facsimile or electronically authenticated signatures shall be accepted and enforceable in lieu of original signatures.

Please choose and list your preferred form of communication to receive returned signed document.

- Phone Please list here: _____
- Fax Please list here: _____
- Email Please list here: _____

APPROVED AND ACCEPTED BY:

Customer Signature

Date

Name

Account Number

Title

Supplier Signature (VTI)

Date

Name

Title