

Directors Reward Program Agreement

Welcome to the Directors Reward Program (the "Program"), owned and operated by 2U Vision, LLC. These Program terms and conditions form the agreement (the "Agreement") between the owner or operator of the host facility (the "Client") and 2U Vision, LLC (the "Company") (each a "Party" and collectively the "Parties"). The Client may contact 2U Vision, LLC at 2413 Archdale, West Bloomfield, Michigan 48324, by telephone at 240.997.1116 or by email at info@2UVision.com.

1 AGREEMENT TO TERMS

THE CLIENT AGREES TO READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE PROGRAM. If the Client does not agree to these terms and conditions, the Client may not participate in the Program. Use of the Program signifies the Client's agreement to the terms and conditions of use set forth below.

2 DEFINITIONS

The Company assembles and operates temporary mobile optical stores at various Client facilities. The Company cleans, adjusts and repairs eyeglasses and sells prescription and non-prescription eyewear and related accessories primarily to residents, family members of residents, Client staff, guests and other individuals (a "Customer" or the "Customers") during the operating hours of a temporary optical store at a Client facility (an "Event"). The dates and hours of scheduled Events are identified at <https://facebook.com/2UVision> or <https://www.2UVision.com> or both. Prior to an Event, the Client may designate a single individual eligible to participate in the Program for that Event (the "Reward Recipient"). The Client is under no obligation to designate a Reward Recipient. The Client may not designate more than a single individual as a Reward Recipient.

3 MODIFICATION OF AGREEMENT

The Company reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on <https://www.2UVision.com/DRP> (the "Website"). Use of the Program after such notice will be considered the Client's agreement to be bound by any such changes.

4 INTELLECTUAL PROPERTY PROTECTION AND USE OF COMPANY INFORMATION

The Program is protected by copyright as a collective work or compilation or both, pursuant to U.S. copyright laws, international conventions and other copyright laws. Company names, logos, service marks, including but not limited to the marks 2U VISION, 2U VISION and DESIGNS and STYLISH EYEWEAR FOR SENIORS AND ACTIVE ADULTS, and other Company information may not be used by the Client in any manner without the prior written consent of the Company. Certain products and services owned by the Company are trade secrets, which are protected by federal and state trade secret laws.

5 REWARDS

If the Company sells five (5) pairs of regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) during a single Event, the Reward Recipient is eligible to receive a fifty percent (50%) discount off the cost of a single regularly-priced frame offered for sale during that Event (a "Reward"). If the Company sells ten (10) pairs of regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) during a single Event, the Reward Recipient is eligible to receive a fifty percent (50%) discount off the cost of a single regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) offered for sale during that Event (a

"Reward"). If the Company sells fifteen (15) pairs of regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) during a single Event, the Reward Recipient is eligible to receive a fifty percent (50%) discount off the cost of a single regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) offered for sale during that Event and a free single regularly-priced sunglasses offered for sale during that Event (a "Reward"). If the Company sells twenty (20) pairs of regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) during a single Event, the Reward Recipient is eligible to receive a free single regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) offered for sale during that Event (a "Reward"). If the Company sells twenty-five (25) pairs of regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) during a single Event, the Reward Recipient is eligible to receive a free single regularly-priced prescription eyewear (a frame to be assembled together with two prescription lenses) offered for sale during that Event and a free single regularly-priced sunglasses offered for sale during that Event (a "Reward"). A Reward Recipient may redeem only a single Reward for a particular Event. Any Reward that includes prescription lenses is only provided according to the Reward Recipient's current vision prescription. Any discounts offered to customers as part of an incentive to provide prescriptions prior to an Event do not disqualify the sale of a pair of prescription eyewear during an Event. A Reward may be redeemed by a Reward Recipient after sending a notice and short description of the Reward and corresponding Event to info@2UVision.com. The Company will use reasonable efforts to fulfill and deliver the earned Reward to the Reward Recipient. Rewards are not transferrable and may be redeemed only by a Reward Recipient.

6 COMPANY'S RIGHTS IN DIRECTORS REWARD PROGRAM

The Company may change, suspend or discontinue any aspect of the Program at any time, including, but not limited to, reward terms and methods for determining rewards. The Company also may impose limits on eligibility for the Program, modify features of the Program, restrict Client access to all or parts of the Program or the Website without notice or liability. Company reserves the right, in its sole discretion, at any time, to refuse use by anyone of the Program, or suspend or terminate use by anyone of the Program or cancel any membership in the Program.

7 INDEMNIFICATION FOR BREACH OF AGREEMENT

The Client hereby agrees to indemnify, defend and hold Company, and all its officers, directors, members, owners, agents, employees, contractors, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, attorneys fees and costs, incurred by the Indemnified Parties in connection with any claim arising out of any breach by the Client of the Agreement or any related representations, warranties and covenants, including, without limitation, attorneys fees and costs. The Client shall cooperate as fully as reasonably required in the defense of any claim. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Client and the Client shall not in any event settle any matter without the written consent of the Company.

8 NO WARRANTY

THE DIRECTORS REWARD PROGRAM, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE TO YOU OR ACCESSED BY YOU THROUGH THE WEBSITE OR AT AN EVENT, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT OF THE PROGRAM, THE INFORMATION AND FUNCTIONS MADE ACCESSIBLE THROUGH THE WEBSITE, OR FOR THE PRODUCTS AND/OR SERVICES AWARDED OR REDEEMED THROUGH THE PROGRAM. FURTHER, COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES BY USE OF THE PROGRAM OR THE WEBSITE. COMPANY AND ITS AGENTS, FRANCHISEES, SUBSIDIARIES AND

AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE WEBSITE AND ANY ERRORS CONTAINED THEREIN. THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE OF THE PROGRAM, INCLUDING THE WEBSITE, WHICH RESULTS FROM ACTS OR EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL.

9 LIMITATION OF COMPANY'S LIABILITY AND DAMAGES.

IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY LOSS ARISING FROM THE USE OF THE WEBSITE OR THE PROGRAM, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF WEBSITE OR THE PROGRAM. THIS INCLUDES, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, COMPUTER SYSTEMS OR PROGRAMS, OR ANY INFORMATION SYSTEM, OR THE LOSS OF ANY INFORMATION OR DATA. THE MAXIMUM LIABILITY COLLECTIVELY OF THE COMPANY SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100) FOR ANY DAMAGES OF ANY NATURE, INCLUDING GROSS NEGLIGENCE, ARISING IN CONTRACT, TORT OR OTHERWISE.

10 EXPIRATION AND FORFEITURE OF REWARDS

Products or services or both, including but not limited to, eyewear, eyeglasses, frames, lenses, lens cleaner, lens cleaner cloths and other accessories, which are earned or awarded through the Program (the "Rewards"), expire after sixty (60) days of being awarded or earned if not redeemed sooner.

11 JURISDICTION

The Parties agree to submit any dispute arising out of the terms of this Agreement to courts of competent jurisdiction within the State of Michigan. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Michigan without reference to any choice of law principles.

12 ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between the Client and the Company with respect to the Client's use of the Program. Any cause of action the Client may have with respect to the Client's use of the Program must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of the Agreement shall continue in full force and effect.