



SightTrax Advertising Cooperative Services Agreement

This Agreement is made by and between SightTrax, Inc., an authorized RightEye Distributor, and the entity (hereinafter "Participating Provider"), identified on the Participating Provider Application which is a separate part of this Agreement. A Participating Provider must actively be offering services which utilize the RightEye Vision Analytics System.

The purpose of this Agreement is to set forth the terms and conditions under which SightTrax, Inc. manages the Advertising Cooperative Fund designed to guide more business to the Participating Provider's practice and to give the Participating Provider more prominence in the vision analytics field.

We have used common wording in this Agreement to make it understandable for both Parties. Regardless of the simplicity, there are legal responsibilities of the Parties, one to the other, so it is important to read the Agreement in its entirety. Should the Participating Provider or its legal representative have any questions, please feel free to ask a SightTrax representative for clarification of intent prior to execution of the document.

Recitals.

SightTrax has created an Advertising Cooperative to allow Participating Providers to join and contribute to a common Advertising Fund to brand their vision analytics services with the consumer facing brand name of SightTrax. The goal of the Fund is to dominate search term advertising and to create a national footprint of online social media advertising to make SightTrax the most recognized brand name in vision analytics. The advertising campaigns undertaken by the Fund will be to drive more vision analytics customers to the Participating Providers of RightEye vision analytics services.

Participating Providers recognize that it is expensive, time-consuming, and difficult to create, manage and fund an advertising program that has sufficient reach, and which can carry the inherent credibility of an established brand name. Consequently, the Participating Providers wish to join the SightTrax Advertising Cooperative to create and benefit from a recognizable brand name and to have that program professionally and economically managed to their collective benefit.

Therefore, the Parties agree to the following:

Responsibilities of SightTrax, Inc.

1. SightTrax will extend invitations to join the Cooperative to all providers utilizing the RightEye System for the purposes of sports vision, concussion therapy, gaming and reading analytics to create a large pool of Advertising Funds.
2. SightTrax will select and employ professional advertising agency service providers to create and manage various types of online advertising inclusive of pay per click and ad banner placements. These ads will be designed to present SightTrax as a credible brand name for vision analytics for the listed uses and to drive the respondents to SightTrax.com where they can learn about the various benefits of vision analytics and be directed to geographically convenient provider(s) to provide the type of analysis they require.

3. SightTrax will employ professional service providers to create an array of collateral material such as flyers, direct mail, brochures, print ads, online banners etc. which can be customized by an individual provider for their own use in their practice and local promotional efforts. Access to this collateral material will be included in the quarterly participation contribution.
4. SightTrax will provide all Participating Providers a quarterly accounting summary of how all Advertising Fund dollars were invested by general category.

Responsibility of Participating Providers.

1. A Participating Provider will pay an on-boarding fee of \$250.00 to join the Advertising Cooperative.
2. Each Participating Provider will contribute \$225.00 per quarter, in advance, into the common Advertising Fund. Each quarter of participation will begin on the next first day of the month following execution of this Agreement.
3. Each Participating Provider will pay a quarterly management fee of \$75.00, in advance, to SightTrax, Inc. for Advertising Fund management services.
4. Upon joining, each Participating Provider will agree to remain in the Advertising Cooperative for an initial period of four quarters. After the initial commitment, a Participating Provider may withdraw from the Cooperative per the provisions contained in the General Provision entitled "Termination".
5. Each Participating Provider agrees to conduct the SightTrax brand related portion of their practice in a manner that will not harm the SightTrax brand name.
6. Each Participating Provider agrees that all advertising decisions as to advertisement content and placement shall be the sole responsibility and purview of SightTrax, Inc. and that SightTrax, Inc. is under no obligation to present any advertisement in advance to the Participating Providers.

General Provisions.

1. Termination.

A Participating Provider may withdraw from the Cooperative by providing SightTrax, Inc. a written request to withdraw at any time prior to 15 days before the end of their current quarter. Upon notice, SightTrax, Inc. will remove the withdrawing Participant's information from the SightTrax.com website and the Participating Provider will agree to cease utilizing any SightTrax branding or branded collateral concurrent with providing the written notice. There will be no prorated refund of either the contribution into the Advertising Fund or the prepayment of the SightTrax management fee regardless of notice date.

SightTrax, Inc. may terminate a Participating Provider for a failure to contribute to the Advertising Fund and/or a failure to pay the management fee. SightTrax may terminate a Participating Provider for any misuse of the SightTrax brand or any action or activity which in the sole opinion of SightTrax, Inc. would cause any harm to the SightTrax brand. SightTrax, Inc. will provide the Participating Provider written Notice of Termination clearly stating the reasons for termination. At its sole discretion, SightTrax, Inc. may offer an opportunity to cure the cited default of payment or other issue which precipitated the Notice of Termination.

2. Use of Intellectual Property.

SightTrax, Inc. hereby grants to the Participating Provider a limited license to use the SightTrax logos, trademarks and other intellectual property in identifying its business as being a SightTrax affiliated provider of vision analytical services. This grant is extinguished upon termination of the Participating Provider's participation in the Advertising Cooperative regardless of the cause of termination. The Participating Provider agrees to return or destroy all SightTrax branded products and materials and to remove all SightTrax

identification from the Participation Provider's place of business, website and any other consumer facing presentation.

The Participating Provider hereby grants to SightTrax, Inc. a limited license to use the Participating Provider's logos, trademarks and other intellectual property on SightTrax websites and in other promotional material required to identify the Participating Provider as a SightTrax branded provider of vision analytics. This grant is extinguished upon termination of the Participating Providers participation in the Advertising Cooperative regardless of the cause of termination. SightTrax, Inc. agrees to return, destroy and/or remove all products and websites inclusions, of the Participating Provider's logos, trademarks or other intellectual property which SightTrax has been using to promote the Participating Provider as a SightTrax branded Provider of vision analytical services.

The Parties agree that the use of the other Party's logos, trademarks and intellectual property is a grant of a limited license and conveys no ownership, rights or title to the other's logos, trademarks, and other intellectual property.

3. No Relationship Established Between the Parties.

Except for the specific duties each the other as set forth in this Agreement, the Parties acknowledge that they are acting as independent contractors and this Agreement creates no partnership, joint venture, co-ownership, agency, employee – employer relationship or any other legal relationship between the Parties.

4. Nonexclusive Right.

The rights granted to the Participating Provider to use the SightTrax branding materials and to be designated as a SightTrax branded vision analytics provider of RightEye Products and Services is not an exclusive right nor is there any conveyed geographical territory of exclusivity. SightTrax, Inc. has an unlimited right to solicit existing RightEye vision analytics providers and to sell RightEye products and services to new providers without regard to an existing RightEye provider's physical location or vision analytics specialty.

5. Resolution of Disputes.

Any dispute that arises from this Agreement shall be decided by arbitration under the rules of the American Arbitration Association with a hearing venue in the County of Ventura, State of California whose laws will govern.

6. Guarantee of Use of Contributions and Fees.

All contributions will be deposited into the SightTrax Advertising Co-Op Trust Account. This will be a demand account at an FDIC insured bank of SightTrax, Inc.'s choosing. Banking fees will be paid from the Management Fee contributions.

SightTrax, Inc. guarantees that it will use the \$225 participation fee solely for the purchase of creative advertising services by third parties and for the placement of said advertising and for the purchase of space fees or other advertising presentation costs. On a quarterly basis, SightTrax, Inc. will provide the Participating Providers with a general summary of the allocation of all expenditures made from the Advertising Cooperative Fund. Upon a request submitted by no fewer than 10 Participating Providers, SightTrax, Inc. will allow a certified public accountant, paid for by the requesting Participating Providers, to audit the expenditures in the offices of a SightTrax, Inc.'s designated accounting firm. The Participating Providers agree to reimburse SightTrax, Inc. for all direct costs associated with presenting the audit materials to their CPA auditor.

SightTrax, Inc. is not required to expend all contributions to the Advertising Cooperative Fund within the calendar quarter in which they are contributed, and it may carry forward a balance in the Fund. If the carried forward balance in the Fund exceeds the current quarterly contributions by a minimum of 150%, SightTrax,

Inc., if it deems prudent, will reduce future quarterly contributions proportionally for all Participating Providers until the carried forward balance falls below the minimum 150% of current quarterly contributions.

Whenever quarterly contributions are not sufficient to fund the amount of advertising which SightTrax, Inc. believes is necessary to achieve the goals of the Fund, it has the right to advance additional funding to make up any deficit. These advances will be paid back when contributions to the Advertising Fund are sufficient to pay for the then current advertising program and create a sufficient carry forward balance to absorb a schedule of repayment. These advances will not incur any interest expense prior to their repayment.

All advertising contracts for services, materials and purchases for the presentation of advertisements shall be done in the name of SightTrax, Inc. and SightTrax, Inc. herein indemnifies the Participating Provider against any and all claims which may arise from any third-party provider of services, space or presentations.

SightTrax makes no guarantee that the advertising undertaken by the Fund will yield any specific increase in the number of patients for a Participating Provider.

Uses of the \$75.00 per quarter Advertising Fund management services fee paid to SightTrax, Inc. is solely at the discretion of SightTrax, Inc.

7. Assignment.

The Parties may assign their rights under this Agreement by providing written notice to the other party as to the identity of the new assignee. The Parties agree to accept the assignment provided that the new assignee executes a written acknowledgment that it agrees to abide by all the terms contained in this Agreement.

8. Amendments.

No change or modification of this Agreement will be valid unless it is in writing and presented directly to the Participating Providers for review. If the modification is not acceptable to the Participating Provider, it may withdraw from the advertising Cooperative by providing written notice to SightTrax Inc as provided for in Paragraph 1, Termination.

9. Entire Agreement.

This Agreement constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes any preceding Agreement, representations, or understandings of the Parties.

10. Execution of Agreement.

By tendering payment of the \$250.00 on-boarding fee and making the initial three-month contribution of \$300.00 and agreeing to have the credit card presented for same to be charged \$300.00 at the beginning of each of the three succeeding quarters, the Participating Provider hereby agrees to all the foregoing and executes this Agreement.