

# NEW ACCOUNT APPLICATION

Please fill out all fields. If all fields are not completely filled out, your application may be denied and you may need to resubmit. The information provided below by the applicant (hereinafter, "Customer") is for the purpose of establishing a credit account with Nassau OOGP Vision Group, Inc. ("NOVG") and its affiliates, including but not limited to Essilor Laboratories of America, Inc.

BUSINESS INFORMATION															
Legal Business Name _____	<table border="1"> <thead> <tr> <th>LEGAL ENTITY</th> <th>BUSINESS MODEL</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Retail Store</td> </tr> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> E-Commerce</td> </tr> <tr> <td><input type="checkbox"/> LLC</td> <td><input type="checkbox"/> Retail &amp; E-Commerce</td> </tr> <tr> <td><input type="checkbox"/> Sole Proprietorship</td> <td></td> </tr> </tbody> </table>	LEGAL ENTITY	BUSINESS MODEL	<input type="checkbox"/> Corporation	<input type="checkbox"/> Retail Store	<input type="checkbox"/> Partnership	<input type="checkbox"/> E-Commerce	<input type="checkbox"/> LLC	<input type="checkbox"/> Retail & E-Commerce	<input type="checkbox"/> Sole Proprietorship					
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<input type="checkbox"/> Sole Proprietorship															
Doing Business As _____															
Store Front Name _____															
Billing Address _____															
Ship to Address (IF DIFFERENT FROM BILLING) _____															
Telephone _____															
Fax _____															
Email _____															
EIN# _____															
SSN# _____															
<small>(IF YOUR BUSINESS DOES NOT HAVE AN EIN AND DOES BUSINESS AS A SOLE PROPRIETORSHIP, PLEASE PROVIDE YOUR SSN)</small>															
Business Start Date _____	<table border="1"> <thead> <tr> <th>LICENSE TYPE</th> <th>BUSINESS TYPE</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> MD</td> <td><input type="checkbox"/> MD</td> </tr> <tr> <td><input type="checkbox"/> OD</td> <td><input type="checkbox"/> OD</td> </tr> <tr> <td><input type="checkbox"/> DO</td> <td><input type="checkbox"/> DO</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/> Wholesale</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Optician</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Other</td> </tr> </tbody> </table>	LICENSE TYPE	BUSINESS TYPE	<input type="checkbox"/> MD	<input type="checkbox"/> MD	<input type="checkbox"/> OD	<input type="checkbox"/> OD	<input type="checkbox"/> DO	<input type="checkbox"/> DO	<input type="checkbox"/> Other	<input type="checkbox"/> Wholesale		<input type="checkbox"/> Optician		<input type="checkbox"/> Other
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	<input type="checkbox"/> Other														
Practitioner License # _____															
Name on License _____															
License State _____															
Expiration Date _____															

PRACTICE INFORMATION			
Have you ever done business with us?	<input type="checkbox"/>	If yes, what account number?	Acct #: _____
Are you acquiring an existing account?	<input type="checkbox"/>	If yes, what account number?	Acct #: _____
Do you wish to bill through a Buying Group or other Affiliation?	<input type="checkbox"/>	If yes, what is the name & account number?	Name & Acct #: _____
Are you part of a Doctor's Alliance?	<input type="checkbox"/>	If yes, what is the name & account number?	Name & Acct #: _____
Are you an EYEMED Provider ?	<input type="checkbox"/>	If yes, please provide EYEMED Legal Entity Name <small>(Match as shown in EyeMed On-Line Claim Portal: Lab Registration --&gt; Tax Entity Name)</small>	Name: _____
Anticipated Monthly Sales \$	<input type="text"/>		

CONTACT INFORMATION		
Corporate Officer/ Owner: _____	Telephone: _____	Email: _____
Accounts Payable Contact: _____	Telephone: _____	Email: _____
Office Manager: _____	Telephone: _____	Email: _____

MARK ALL PRODUCTS THAT YOU ARE INTERESTED IN PURCHASING	
<input type="checkbox"/> Finished Stock Lenses	<input type="checkbox"/> Soft Contact Lenses
<input type="checkbox"/> Lab Services	<input type="checkbox"/> Custom Contact Lenses from Essilor Custom Contact Lens Specialist <small>(INCLUDING GAS PERMEABLES)</small>

TRADE REFERENCES (LIST 3)			
Vendor _____	Account _____	Contact Name _____	Phone _____
Vendor _____	Account _____	Contact Name _____	Phone _____
Vendor _____	Account _____	Contact Name _____	Phone _____

DEFAULT SHIPPING METHOD	
STOCK & CONTACTS (REQUIRED)	LAB WORK (REQUIRED)
<input type="checkbox"/> UPS Next Day <input type="checkbox"/> UPS 2nd Day <input type="checkbox"/> 1st Class USPS Mail <input type="checkbox"/> Priority USPS Service	<input type="checkbox"/> UPS Ground <input type="checkbox"/> Courier (subject to availability) Name: _____ City/State: _____
	<input type="checkbox"/> UPS Next Day <input type="checkbox"/> Courier (subject to availability) Name: _____ City/State: _____

**Resale Certificate:**

For all transactions between Customer and NOVG, Customer agrees to be bound by NOVG's terms and conditions of sale, including NOVG Returns Policy. These terms and conditions apply to any purchase order (or other communication placing an order with NOVG for one or more products, accessories, services or parts) issued by Customer to NOVG. NOVG does not accept, and hereby rejects and objects to, any printed provision(s), term(s), or other document(s) issued by Customer which are in any way inconsistent with, different from, additional to or modify the provisions herein unless otherwise agreed to in writing by NOVG. To the extent the parties have a written agreement which differs than these terms, such agreement shall supersede. Any order submitted by Customer is subject to acceptance by NOVG.

**Agreement:**

NOVG reserves the right to approve or disapprove any application in its sole discretion. The amount of credit extended to Customer will be determined by NOVG and may be changed by NOVG at any time. Issuance of a purchase order by Customer shall be deemed an acceptance of NOVG's Terms and Conditions of Sale, which may be amended from time to time by NOVG. This Application is governed by Texas law.

Statements are available on the 3rd day of the following month and must be paid in full. If payment is not received, any promotional discounts may be lost and/or a 1.5% finance charge may be charged (the greater of 18% annually or \$20 minimum). For payment not received based on agreed-upon payment terms, your account may be placed on credit hold, turned over to a collection agency and/or closed.

I understand that NOVG may retain this application whether or not it is approved. I hereby consent to NOVG and its related entities (i) contacting the references listed herein and (ii) obtaining an individual credit report and to answer questions about NOVG's credit experience with me. I hereby consent to NOVG sharing such information to its affiliates, including ELOA.

By signing below, I (as owner and/or authorized officer of the Customer) (i) hereby represent and warrant (a) I am authorized to act on behalf of the above legal entity and (b) all of the information provided herein is true, correct, and complete in all material respects and (ii) hereby consent to a business credit check for the purposes of evaluating credit worthiness. This application may be electronically signed. The electronic signature on this application shall have the same force and effect as an original signature.

**REQUIRED SIGNATURE**

Print Name _____	Date _____
<b>Authorized Signature of Customer</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

To induce Nassau OOGP Vision Group, Inc. (NOVG) to approve this Credit Application, the undersigned agrees that he or she shall be and remain personally and jointly and severally liable for any outstanding amounts due to NOVG pursuant to the credit availability under this Credit Application. The undersigned agrees that NOVG may seek payment from the undersigned without having to seek payment from or exhaust any remedies with respect to Customer. The undersigned shall also be liable to NOVG for all expenses, costs, and damages (including attorney's fees) that NOVG may be entitled to recover from Customer. If this account is placed with an outside collection service and/or attorney, the undersigned agrees to be responsible for an additional 25% of the amount outstanding to cover costs of collection.

PERSONAL GUARANTEE	
Name _____	Social Security Number _____
Home Street Address _____	City, State, Zip _____
Telephone # _____	
<b>Authorized Signature of Guarantee</b>	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

CREDIT DEPARTMENT INFORMATION (FOR INTERNAL USE ONLY, PLEASE DO NOT FILL OUT)	
Sales Representative _____	Credit Limit _____
Account Number _____	Credit Manager _____
Approved By _____	Date _____

**Custom Contact Lenses applicants only:**

For all purchases of custom contact lenses between Customer and Essilor Laboratories of America, Inc. ("ELOA"), Customer agrees to be bound by ELOA's terms and conditions of sale, including ELOA Returns Policy. These terms and conditions apply to any purchase order (or other communication placing an order with ELOA for one or more products, accessories, services or parts) issued by Customer to ELOA. ELOA does not accept, and hereby rejects and objects to, any printed provision(s), term(s), or other document(s) issued by Customer which are in any way inconsistent with, different from, additional to or modify the provisions herein unless otherwise agreed to in writing by ELOA. Any order submitted by Customer is subject to acceptance by ELOA.

ELOA reserves the right to approve or disapprove any application in its sole discretion. The amount of credit extended to Customer will be determined by ELOA and may be changed by ELOA at any time. Issuance of a purchase order by Customer shall be deemed an acceptance of ELOA's Terms and Conditions of Sale, which may be amended from time to time by ELOA. This Application is governed by Texas law.

**Prices and Payments**

Prices stated are net of any taxes applicable to the goods sold F.O.B. ELOA's facilities. ELOA's invoices or monthly billing statements will add any applicable taxes imposed by local and federal government and cost of shipping and insurance to the goods. Invoices shall be submitted to BUYER by ESSILOR upon shipment of products or at the end of each month as agreed upon by both parties. BUYER shall be responsible for all taxes, handling and shipping charges, including insurance, whether billed at the time of shipment or not. Title to and risk of loss of products shall pass to BUYER upon delivery to a common carrier or private carrier for shipment to BUYER.

BUYER agrees to pay ELOA at the designated address referred to on the monthly billing statement. Payment is due, and must be received, net thirty (30) days from the date of monthly statement. Any dispute concerning the amount of any invoice must be raised within thirty (30) days of the receipt of the invoice and BUYER must use its best efforts to resolve any such dispute within sixty (60) days of receipt of the invoice. Prompt payment discounts are allowed only in strict accordance with any terms shown on your statement. All amounts due and owing not received within the stated time period will be considered delinquent and will be subject to a late payment penalty at the rate of 1.50% per month or the highest rate permitted by applicable law, which ever is less, from the due date until paid in full.

Should it be necessary for ELOA to refer this account for collection, BUYER agrees to pay reasonable attorney, court and collection fees, including on appeal. Furthermore, both parties agree that should legal action be initiated or received, such action may be governed by the laws of the State of Texas (excluding the laws thereof with respect to conflict of laws), and any such action may be pursued in the jurisdiction of the appropriate court(s) in Dallas County, Dallas, Texas.

**Financial Condition**

ELOA may cancel or suspend this order, if, in ELOA's judgment, BUYER's financial condition does not justify the credit term of any payment specified, in which case ESSILOR may cancel any unfilled orders unless BUYER shall, upon written notice, immediately pay for all goods delivered, pay overdue amounts, or pay in advance for all goods ordered but not delivered. BUYER grants to ESSILOR a security interest in the products purchased and any proceeds from resale of such products as security for the payment to ESSILOR of the purchase price of the products.

**Online Statements**

To continue the Essilor Labs commitment to the environment, statements will only be available online. Paper copies of monthly statements will no longer be mailed. Invoices will continue to be included with your order shipments. Any questions regarding this process should be directed to Finance Customer Care at FCC@essilorusa.com or 1-800-816-8606; or your local customer service branch.

**By signing below, I (as owner and/or authorized officer of the Customer) (i) hereby represent and warrant (a) I am authorized to act on behalf of the above legal entity and (b) all of the information provided herein is true, correct, and complete in all material respects and (ii) hereby consent to a business credit check for the purposes of evaluating credit worthiness. This application may be electronically signed. The electronic signature on this application shall have the same force and effect as an original signature.**

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