

RELIABLE OPTICS
TRAVELFLO REWARDS CREDIT PROGRAM
OFFICIAL RULES

1. Reliable Optics (the "Sponsoring Lab") has established the TravelFlo Rewards Credit Program (the "Program"). The Program consists of a base incentive program (the "Base Program"), and may also include periodic custom incentives for which supplemental terms shall be provided (the "Customized Incentive Programs") that are available from time to time. The Base Program and Customized Incentive Programs may be referred to collectively here as the Program. The Base Program shall begin on August 1, 2015, and any Customized Incentive Programs shall begin upon announcement by the Sponsoring Lab, and shall end upon announcement by the Sponsoring Lab, which may be given by mail or email to Enrolled Customers with thirty (30) days' notice. Sponsoring Lab may discontinue or modify all or part of the Program at any time by giving thirty (30) days' notice of such discontinuance or modification by mail or email to Enrolled Customers. Under the Program, Enrolled Customers, as describe below, can earn reward credits ("Reward Credits") that are redeemable for travel and merchandise through TravelFlo Group ("TravelFlo"), which is the administrator of the Program.

2. Invited eye care practice customers ("ECPs") of the Sponsoring Lab that are located in one of the fifty United States or District of Columbia are eligible to participate in the Lab's Base Program and Customized Incentive Programs, if any, as of the day TravelFlo receives the completed enrollment form from the customer, at which time the customer will become an "Enrolled Customer". As part of the enrollment process, the ECP must designate one practice representative (the "Authorized ECP Representative") to be the administrator of the Program for that ECP, and such Authorized ECP Representative will be TravelFlo's, Essilor's and Sponsoring Lab's contact person for the Enrolled Customer for all purposes relating to the Program. If an ECP has more than one location, each location must enroll and participate separately as its own Enrolled Customer (i.e., sales from different office locations of the customer cannot be combined), and each such location of the ECP must be invited to participate in the Program and complete the enrollment form to become an Enrolled Customer. An ECP may be an Enrolled Customer in a TravelFlo Reward Credits Program with more than one Sponsoring Lab or with other sponsors not connected to Essilor, but Reward Credits earned by the Enrolled Customer in programs sponsored by separate Sponsoring Labs or other sponsors unrelated to Essilor may not be combined for redemption.

By enrolling in the Program, Enrolled Customers agree to the receipt of mail, faxes, phone calls and/or email marketing and status material from Essilor, Sponsoring Lab and/or TravelFlo relating to the Program and to Enrolled Customer's Reward Credits' status.

3. In order to earn Reward Credits, an Enrolled Customer must be and remain in good standing with the Sponsoring Lab, which means that the Enrolled Customer must be current on payments due the Sponsoring Lab in accordance with the Sponsoring Lab's payment terms. Regardless of good standing, the Sponsoring Lab and/or Essilor may elect to terminate an Enrolled Customer's enrollment in the Program for any reason in its or their sole determination, and such termination of the Enrolled Customer's participation in the Program shall be effective thirty (30) days after Sponsoring Lab and/or Essilor gives or attempts to give written notice of such termination to the Enrolled Customer, and thereafter such customer will no longer be eligible to earn Reward Credits. The Sponsoring Lab will notify TravelFlo if an Enrolled Customer is not in good standing and not entitled to receive additional Reward Credits under the Base Program and Customized Incentive Program, if any, or if the Sponsoring Lab or Essilor has terminated the Enrolled Customer's enrollment in the Program. TravelFlo will be

governed by the Sponsoring Lab's decision concerning any change in the Enrolled Customer's status, and if the Enrolled Customer disputes its status with the Sponsoring Lab, the Enrolled Customer will be responsible for resolving the dispute directly with the Sponsoring Lab.

4. Enrolled Customers who are currently enrolled and in good standing with the Sponsoring Lab will earn Reward Credits as follows:

For All Lenses And Frames Products Sold By Reliable Optics

1.5% for all Qualifying Purchases (as defined in Rule 6, below) in a month with total Qualifying Purchases between \$2,000 and \$3,999.

2.0% for all Qualifying Purchases (as defined in Rule 6, below) in a month with total Qualifying Purchases between \$4,000 and \$5,999.

2.5% for all Qualifying Purchases (as defined in Rule 6, below) in a month with total Qualifying Purchases of \$6,000 and above.

For example, assume an Enrolled Customer had Qualifying Purchases of \$3,000 for the month. The Enrolled Customer would receive 45 Reward Credits (i.e., $\$3,000 \times 1.5\% = 45$ Reward Credits). Assume an Enrolled Customer had Qualifying Purchases of \$7,000 for the month. The Enrolled Customer would receive 175 Reward Credits (i.e., $\$7,000 \times 2.5\% = 175$ Reward Credits). Reward Credits will be calculated using the highest percentage factor achieved on the full amount of the Enrolled Customer's Qualifying Purchases for the month. One Reward Credit will be awarded for each \$1.00 of the qualifying amount.

5. TravelFlo is under no obligation to investigate or confirm the accuracy or validity of the reports received from the Sponsoring Lab concerning the Enrolled Customer's Qualifying Purchases, and TravelFlo is entitled to rely on the contents of the Sponsoring Lab's report in posting the Reward Credits for the Enrolled Customer. However, if TravelFlo is notified by the Sponsoring Lab of an error (regardless of the source of such error), TravelFlo will correct the posting of the Enrolled Customer's Reward Credits as long as a sufficient number of Reward Credits remain in the Enrolled Customer's account or are subsequently earned by the Enrolled Customer.

6. For purposes of the Program, "Qualifying Purchases" are defined as the Enrolled Customer's net purchases (in dollars rounded down to the nearest whole number) of all lenses and frames (the "Eligible Products") from the Sponsoring Lab as reflected on such Enrolled Customer's monthly statement from the Sponsoring Lab, less any Ineligible Jobs. For purposes of this Program, "Ineligible Jobs" are orders from the Enrolled Customer for which the payment of such job has or will be made, in whole or in part, by any federally funded program, or any similar state program. **If a job meets the definition of an Ineligible Job, the Enrolled Customer must report to the Sponsoring Lab that such job is not eligible as a Qualifying Purchase within five (5) business days after ordering the job. To report an Ineligible Job, the Authorized ECP Representative of the Enrolled Customer must send written notice to its sales representative at the Sponsoring Lab.**

7. By enrolling, each Enrolled Customer warrants that it is eligible to participate in the Program under applicable federal and state laws governing procurement of prizes and awards. The Sponsoring Lab reserves right to disqualify any Enrolled Customer if Essilor or Sponsoring Lab determines that such Enrolled Customer or Enrolled Customer's ECP's participation in the Program or receipt of a redeemable

reward would violate state or federal law. Federal anti-kickback law provides for criminal and or/civil liability for inducements related to any product for which payment may be made by a federal healthcare program or federally-funded state healthcare program, including Medicaid and Medicare (collectively, "Federally Funded Programs"). Some states have similar anti-kickback laws ("State Laws"). It is the policy of TravelFlo, Essilor and the Sponsoring Lab to comply with all applicable laws; however, neither TravelFlo, Essilor nor the Sponsoring Lab has any way of knowing whether any specific transaction will be paid by a Federally Funded Program or is otherwise covered by State Laws. Essilor, Sponsoring Lab and TravelFlo disclaim any and all responsibility for the Enrolled Customer's decision to participate in this Program and accept any benefits therefrom.

8. Reward Credits earned by the Enrolled Customer shall be posted by TravelFlo within five (5) days after TravelFlo 's receipt of the Sponsoring Lab's monthly report of Qualifying Purchases.

9. Enrolled Customers (which for purposes of this section and any other provision in these Official Rules relating to redemption of an Enrolled Customer's Reward Credits shall, subject to Section 11 below, include any former Enrolled Customers whose enrollment has been terminated) may redeem Reward Credits for travel or merchandise through the TravelFlo Redemption Center once the Reward Credits are posted to the Enrolled Customer's account at www.travelflo.com. Enrolled Customers may also redeem Reward Credits for travel through an IATAN certified travel agent of the Enrolled Customer's choice, so long as the travel agent has agreed to TravelFlo's reimbursement policies and provided that TravelFlo has received the deposit from the Sponsoring Lab to cover the Reward Credits' redemption.

To redeem Reward Credits for travel arranged through the TravelFlo Redemption Center, the Enrolled Customer should call 888-430-1615. To redeem Reward Credits for merchandise, the Enrolled Customer can log into the Enrolled Customer's account at www.travelflo.com and choose from the merchandise listed and complete and submit an online order form. To obtain log-in credentials or assistance, the Enrolled Customer can call 888-430-1615.

To arrange travel through an IATAN certified travel agent of the Enrolled Customer's choice, the travel agent should call TravelFlo at 888-430-1615. The travel agent will be paid directly by TravelFlo on the Enrolled Customer's behalf up to the Enrolled Customer's Reward Credits account balance.

The Reward Credits cannot be redeemed for cash.

When redeeming Reward Credits, an Enrolled Customer may use his, her, or its own cash in conjunction with the redemption of the Enrolled Customer's Reward Credits in order to purchase the desired travel or merchandise. If an Enrolled Customer is under common ownership or control with one or more other Enrolled or Redeeming Customer(s), such commonly owned or controlled Enrolled Customers can combine Reward Credits earned from the same Sponsoring Partner Lab for redemption provided the Authorized ECP Representative of each such Enrolled Customer agrees in writing to do so. Enrolled Customers that are not under common ownership or control may not combine their Reward Credits even if both or all Authorized ECP Representatives of those Enrolled Customers desire to do so. Under no circumstance can an Enrolled Customer combine Reward Credits earned from different Sponsoring Labs or any other optical lab or other sponsor participating in a TravelFlo rewards program. Neither Essilor, the Sponsoring Lab, nor TravelFlo shall have any liability for any personal injury, property damage, or any other loss, injury, or damage suffered by any person relating in any way to travel, services, or merchandise purchased, in whole or in part, through redemption of Reward Credits. The

Enrolled Customer, Authorized ECP Representatives, and any one an Enrolled Customer allows to use the Reward Credits (collectively, "Participants"), on behalf of themselves and their successors, assigns, executors, and heirs, and representatives, hereby release and agree to indemnify and hold harmless, Essilor, the Sponsoring Lab, and TravelFlo and each of their respective parent companies, subsidiaries, affiliates, and agencies, and all of their officers, directors, shareholders, employees, agents and representatives ("Released Parties") from all such liability or expense (including reasonable attorney fees).

10. TravelFlo will charge sales or use tax to the Enrolled Customer on taxable goods and services ordered by the Enrolled Customer and delivered to or performed in any State in which TravelFlo is required to charge sales or use tax under the law. Such sales or use tax shall be included in the cost of the merchandise or services purchased and shall be paid from the Rewards Account, and the Enrolled Customer's Reward Credits shall be reduced by such amount. In all other States in which TravelFlo does not have the legal responsibility to charge and collect sales or use tax, the Enrolled Customer shall be responsible for payment directly to the applicable State taxing authority of all applicable sales or use taxes with respect to goods or services purchased by the Enrolled Customer through the redemption of Reward Credits under the TravelFlo Program, and the Participants, on behalf of themselves and their successors, assigns and heirs and representatives will indemnify and hold TravelFlo, Essilor and the Sponsoring Lab, and each of their officers, directors, shareholders, employees, agents and representatives harmless from any loss, liability, or expense (including reasonable attorney fees) with respect to such sales or use taxes and any penalty or interest as the result of Enrolled Customer's failure to pay the same.

11. The Enrolled Customer agrees that in the event the Enrolled Customer does not have any Qualifying Purchases from the Sponsoring Lab or makes no redemption of Reward Credits for thirty-six (36) consecutive months (whether or not the Sponsoring Lab is or is not still participating in the Program and whether or not the ECP does or does not still consider itself a customer of the Sponsoring Lab), any remaining Reward Credits posted in the name of the Enrolled Customer shall become non-redeemable under the Program, the Enrolled Customer will be terminated from the Program, and the Reward Credits shall be removed from Enrolled Customer's account with TravelFlo. TravelFlo will notify the Sponsoring Lab and the Enrolled Customer one month prior to such action taking place. The Enrolled Customer agrees that in the event the Reward Credits become non-redeemable and are removed from the Enrolled Customer's account, the amount being held in the Rewards Account representing such Reward Credits (\$1.00 per Reward Credit) will be paid by TravelFlo to a charity of TravelFlo's choosing, so long as such charity qualifies under Section 501(c)(3) of the Internal Revenue Code. Thereafter, the Enrolled Customer shall no longer be an Enrolled Customer entitled to participate in the Program, and in order to participate in the Program in the future, the ECP must be invited by a Sponsoring Lab to re-enroll.

12. Each Enrolled Customer represents and warrants that the information provided to TravelFlo on IRS Form W-9, including the Enrolled Customer's taxpayer identification number, is true and correct. Each Enrolled Customer hereby authorizes TravelFlo to obtain verification of the taxpayer information from the Internal Revenue Service ("IRS"). Each Enrolled Customer agrees to indemnify and hold harmless TravelFlo, Essilor and Sponsoring Lab from any and all liability and expense, including reasonable attorney fees, resulting from incorrect information being provided to TravelFlo. Enrolled Customer will be issued an IRS Form 1099 with respect to the Reward Credits redeemed by the Enrolled Customer, and the Enrolled Customer shall be solely responsible for reporting the information set forth in such form and paying all applicable taxes with respect thereto. Notwithstanding anything in these Official Rules to the contrary, no Reward Credits will be posted by TravelFlo to an Enrolled Customer's

account until TravelFlo has obtained verification of the Enrolled Customer's taxpayer information from the IRS.

13. The TravelFlo.com web site, web application, and all material, contents, products, and features in the website and web application are proprietary material of TravelFlo and shall not be copied or reproduced without the prior express written permission of TravelFlo.

14. All federal, state and local rules, laws and regulations apply. Reward Credits may not be substituted or redeemed/exchanged for cash, except Sponsoring Lab reserves the right to substitute the Reward Credits with an incentive of equal or greater value if the Reward Credits should become unavailable for any reason other than Section 11 above. All expenses on receipt and use of travel and merchandise acquired using Reward Credits are the sole responsibility of the Enrolled Customer. By entering the Program and/or accepting Reward Credits or travel or merchandise acquired using Reward Credits, Participants on behalf of themselves and their successors, assigns, executors, heirs, and representatives, agree to indemnify, release and hold harmless the Released Parties from any and all liability, costs, expenses (including the Released Parties, reasonable attorney fees), damages, rights, claims, actions, and losses of any kind incurred in connection with the Program, including without limitation for or from (a) the acceptance, possession, use or misuse of any redeemable reward, and/or (b) claims relating to rights of publicity, rights of privacy or defamation. The Released Parties are not responsible for (a) lost, late, incomplete, inaccurate, undelivered, garbled, or lost enrollments/orders; (b) interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections; (c) any other technical failures or difficulties; (d) other errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Program or awarding of Reward Credits; (e) any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Program; and/or (f) injury or damage to any Participant's or to any other person's computer or network related to or resulting from participating in the Program. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSORING LAB AND TRAVELFLO RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON OR THE ENROLLED CUSTOMER WITH WHICH SUCH PERSON IS ASSOCIATED FROM THE PROGRAM, IF APPLICABLE).** By participating in this Program, Participants agree to abide by and be bound by these Official Rules, and understand that the results and decisions of the Sponsoring Lab are final on all matters relating to the Program. By accepting or using a Reward Credit, Participants grant to Essilor, Sponsoring Lab, TravelFlo and anyone designated by Essilor or the Sponsoring Lab or TravelFlo the right to use his/her/its name, likeness, hometown, quote(s), and biographical information, for any lawful purpose (including but not limited to advertising and Program), in perpetuity, in any media now known or hereafter developed, without further permission or compensation, except where prohibited by law. The Sponsoring Lab reserves the right to cancel the entire Program, part of the Program, or to modify the Program for any reason, including if fraud destroys the integrity of the Program or any portion thereof, as determined by Sponsoring Lab in its sole discretion. Notice of such action will be sent to Enrolled Customers via email to the Authorized ECP Representative at the email address provided in the enrollment.

15. Except where prohibited, Participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Program shall be resolved individually, without resort to any form of class action, and exclusively by an action in state or federal court located in Des Moines, Iowa; (b) any and all claims, judgments and awards in favor of Participants shall be limited to actual out-of-

pocket costs incurred, including costs associated with participating in this Program but in no event attorneys' fees; and (c) under no circumstances will a Participant be permitted to obtain awards for, and Participants hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of a Participant in connection with this Program, shall be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to the conflicts of law doctrine of any jurisdiction.

16. The Sponsor of the Program is Reliable Optics, 50 – 20th Street, 2nd Floor, Brooklyn, NY 11232. The Administrator of the Program is TravelFlo Group, 1011 Office Park Road, Ste. 1, West Des Moines, IA 50265.