Memo:

Thank you for your interest in 1-800-DOCTORS Ophthalmology Network (ON) Advantage! We look forward to partnering with you on this targeted, cost-effective approach to generating potentially high-revenue patient referrals for your practice.

The document that follows is our Membership Agreement with 1-800-DOCTORS. Please complete, sign and return for every physician in your practice that will be joining The Ophthalmology Network (ON).

Once you complete the agreement, please return, along with your Physician Profile Form, to 1-800-DOCTORS by fax at 877.969.3627 or by email to theophthalmologynetwork@1800doctors.com.

Thank you again for your interest in joining the Ophthalmology Network (ON) Advantage!

The Ophthalmology Network Team
Phone: 1-800-DOCTORS 91.800.362.8677 option 2/option 1
Email: theophthalmologynetwork@1800doctors.com
Fax: 877.969.3627
Web: www.1800doctors-on.com
MEMBERSHIP AGREEMENT

This Membership Agreement (“Agreement”) is Dated __________

Between 1-800-Doctors, LLC. (“Sponsor”) located at 100 Woodbridge Center Drive, Woodbridge, New Jersey

And

______________________________, (“Member”)
Whose primary office is located at ____________________________

RECITALS

A. Sponsor has the right to use the telephone number “1 (800) 362-8677 also known as 1-800-DOCTORS”; certain advertising creative; www.1800doctors.com and an interactive voice response system (collectively referred to as the “Intellectual Property”) to develop the Membership Program described below (the “Membership Program”).

B. Member is an ophthalmologist or an optometrist employed or affiliated with an ophthalmologist (hereafter referred to as an “Eye Care Professional”), licensed to practice in the State of , and the/an owner or employee of a professional practice where Member provides vision related professional services to consumers (the “Practice”);

C. The Membership Program enables Eye Care Professionals to participate in a cooperative advertising and referral service that employs the Intellectual Property to promote professional ophthalmological services to consumers.

D. The Membership Program is designed to provide each Member with the opportunity to provide comprehensive information about Member and Member’s Practice to consumers.

E. Sponsor and Member agree that Member may participate in the Membership Program on the terms set forth in this Agreement which follow.

TERMS

1) Membership Program

a) Sponsor agrees to provide consumers who call 1-800-DOCTORS or visit www.1800doctors.com with comprehensive information about Member and the Practice consistent with the information supplied to Sponsor on Exhibit A. Sponsor will determine in its sole discretion how much information will be delivered telephonically and how much will be delivered on www.1800doctors.com.

b) The Membership Program enables the Sponsor to make appointments for Member with consumers seeking vision care who call 1-800-DOCTORS or who log onto www.1800doctors.com, based on Member’s information described in Exhibit A and the consumers’ criteria and preferences. Alternatively, Sponsor will provide consumers with referrals to Member based on consumers’ search criteria.

c) Sponsor will devote such portion of membership fees to promotional media campaigns (including creative development and production of local, regional, and national direct response media purchase and placement) as required to create significant call and web traffic resulting in member appointments and referrals.
2) **Member Representations and Responsibilities.**
   a) Member will fill out, and remit to the Sponsor, a “Membership Profile” in a form supplied by the Sponsor. Member represents that all statements on the Membership Profile will be, true, accurate and complete until such time, if any, as Member notifies Sponsor that any statement is no longer true, accurate and complete.
   b) Member represents that if any statement or representation in this Membership Agreement or on the Membership Profile ceases to be true, accurate and complete, Member shall, within five (5) business days notify Sponsor of any changes that must be made to ensure accuracy. (Such notification is referred to as a “Change Notice”). Upon receipt of a Change Notice, Sponsor will determine whether, in Sponsor’s sole and absolute discretion, the change(s) referred to in the Change Notice disqualifies Member from participation in the Membership Program.
   c) Member represents that (i) he/she is currently covered by medical malpractice insurance; and (ii) will continue to be covered by medical malpractice insurance during the term of this Agreement and any renewal.
   d) If there is more than one physician who is associated with the Practice (Practices consisting of more than one physician are referred to as Group Practices), Member agrees that at the initial appointment of any consumer who (a) is referred by Sponsor to Member, or (b) for whom an appointment is made by Sponsor with Member; unless required by emergency circumstances, the consumer shall not be seen by any other physician associated with the Group Practice who is not also a member of the Membership Program.

3) **Termination by Sponsor.**
   a) Sponsor may terminate this Agreement:
      i) If, following receipt of a Change Notice, Sponsor determines that a Member is no longer qualified to participate in the Membership Program.
      ii) If Member fails to honor any of Member’s Representations and Obligations referred to in Section 2 above or elsewhere in this Agreement.
   b) In the event Sponsor declares this Membership Agreement to be null and void pursuant to 3(a)(i) above, Sponsor shall refund to Member any prepaid Membership Fees.
   c) In the event Sponsor declares this Membership Agreement to be null and void pursuant to 3(a)(ii) above, Sponsor shall not refund to Member any prepaid Membership Fees.

4) **Changing member profiles**
   a) Sponsor will use the information supplied on the Membership Profile for development of Sponsor’s database.
   b) Member may change the Membership Profile at [www.1800doctors.com](http://www.1800doctors.com) or by calling 1-800-DOCTORS and speaking with a membership coordinator.
   c) Member is required to respond annually to a Member Survey confirming the accuracy of the Membership Profile. Failure to respond to a Member Survey can result in the suspension of Membership privileges until the Member responds the Member Survey.
   d) If Membership privileges are suspended as a result of failure to respond to a Member Survey, there will be no refund of Fees.

5) **Initial and Supplemental Terms**
   The Initial Term of this Agreement is twelve months from the date on which the Sponsor commences advertising the Membership Program in the Member’s market area (the “Commencement Date”). The Sponsor will provide the Member with no less than ninety (90) days advance written notice (the “Commencement Notice”) of the Commencement Date. This Agreement will continue after the first anniversary of the Commencement Date on a year to year basis (each additional year being referred to as a “Supplemental Term”) unless terminated by Member on sixty (60) days prior written notice.
6) Fees
   a) Set-up Fee.
      i) Member shall pay an $800 set-up fee on execution of this agreement.
      ii) If the Member terminates this Agreement for any reason prior to the Commencement Date, the Set-up Fee is non-refundable. If the Sponsor terminates this Agreement for any reason prior to the Commencement Date, the Set-up Fee is fully refundable.

   b) Membership Fee for the Initial Term.
      i) Member shall pay $5,500 as a Membership Fee for the Initial Term.
      ii) One half of the Membership Fee ($2,750) is due, payable and owing on receipt of the Commencement Notice. The remaining half of the Membership Fee ($2,750) is due thirty (30) days following the Commencement Date.
      iii) The Membership Fee may be increased in any Supplemental Term on no less than sixty (60) days prior written notice to the Member; but, in no event, shall the Membership Fee during Supplemental Terms exceed the Membership Fee charged to new members.
      iv) Fees for Group Practices are discounted based on the following schedule:

<table>
<thead>
<tr>
<th>Number of Participating Members</th>
<th>Discount per additional Member</th>
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<tbody>
<tr>
<td>2-5</td>
<td>10%</td>
</tr>
<tr>
<td>6-9</td>
<td>15%</td>
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<tr>
<td>10+</td>
<td>20%</td>
</tr>
</tbody>
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7) Credit Card
   All Fees shall be paid by debit or credit card.

8) Performance Guaranty
   The Sponsor hereby guarantees that the Member will receive referrals of no fewer than twelve (12) consumers seeking ophthalmological services within twelve months following the Commencement Date (the “Performance Guaranty”). If the Performance Guaranty is not achieved, the Sponsor will continue the Member’s participation in the Membership Program with no further fees until such time as the Performance Guaranty has been achieved. Upon achievement of the Performance Guaranty, the Member may elect to continue membership in the Membership Program upon recommencement of paying membership fees. The Performance Guaranty shall be deemed null and void if: (i) the Member breaches any provision of this Membership Agreement; (ii) the Member fails to take such steps as the Sponsor may reasonably recommend to improve the Member’s profile; or (iii) if the Member fails to make appointments available during normal business hours to consumers whom the Sponsor refers to the Member for ophthalmological services within seven (7) days following the request for appointment.

9) No Franchise
   Member acknowledges that Member’s participation in the Membership Program does not create a franchise as that term may be defined by state law, regulation or case law and that Member is not entitled to any rights or privileges that are not included and set forth in this Agreement.

10) Indemnification.
    The Member shall indemnify and hold the Sponsor harmless from any and all losses, costs, or claims (including reasonable attorneys’ fees incurred with respect thereto) related to the alleged negligence of the Member.

11) Liability; No Warranty; Limitation of Damages.
    THE SPONSOR DOES NOT MAKE OR PROVIDE ANY EXPRESS OR IMPLIED WARRANTY OF
FITNESS OR OF MERCHANTABILITY OR OF ANY OTHER NATURE WITH RESPECT TO THE INTELLECTUAL PROPERTY OR THE RESULTS THE CLIENT MAY DERIVE THEREFROM. The Sponsor shall not be liable for any direct or consequential damages that result from mistakes, interruptions, delays in operations or call transfers. The Sponsor shall not be liable for any failure of the Intellectual Property to achieve desired results for the Member. In any action for damages against the Sponsor, the Sponsor’s liability shall be solely limited to the return to the Member of all fees paid by the Member to the Sponsor for the current Term.

12) Notices
Any notice required or permitted to be given under the terms of this Agreement shall be sufficient if in writing and if sent postage prepaid by registered or certified mail, return receipt requested; by overnight delivery; by courier; by confirmed telecopy; or by confirmed e-mail. The addresses to be used for notices are, in the case of Member, to the last place at which Member conducts the Practice as shown on the records of Sponsor; and, in the case of Sponsor, to its principal; office as set forth in the introductory paragraph of this Agreement, or such other place as it may designate.

13) Complete Agreement
This Agreement contains the entire agreement between the parties hereto with respect to the contents hereof and supersedes all prior agreements and understandings between the parties with respect to such matters, whether written or oral. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or amended in any manner other than by an instrument in writing, signed by the party against which the enforcement of the change, waiver, discharge or amendment is sought.

14) Governing Law and Jurisdiction
This Agreement shall be governed by the law of the State of New Jersey which shall have exclusive jurisdiction over all matters pertaining to this Agreement.

15) Use of Gender and Pronouns
The use of the masculine gender and the singular or plural for pronouns in this Agreement shall be deemed to be modified as appropriate.

16) Multiple Members
This Agreement may apply to more than one Member. All Members to who this Agreement is intended to apply shall execute this agreement below indicating their status as an ophthalmologist or an optometrist.

SIGNATURES ONLY APPEAR ON NEXT PAGE FOLLOWING
The Parties have read this Agreement; understand its terms and conditions; and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, this Membership Agreement has been executed by all of the parties hereto.

________________________________________________________  _________________________________
Print Member Name                                           Member Signature (Ophthalmologist or Optometrist)  
                                                                 Underline One
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Print Member Name                                           _________________________________
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Print Member Name                                           _________________________________
                                                                 Member Signature (Ophthalmologist or Optometrist)  
                                                                 Underline One

________________________________________________________
Date                                                        Jay Smith, President; 1-800-DOCTORS
AUTHORIZATION

The undersigned hereby authorizes 1-800-Doctors, Inc. to request and receive a Certificate of Insurance from the following Insurance Company and to be advised of the renewal or any termination of an existing policy:

<table>
<thead>
<tr>
<th>Medical Malpractice Insurance Company:</th>
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<tbody>
<tr>
<td>Policy number:</td>
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<tr>
<td>Address of Insurance Company:</td>
<td></td>
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<tr>
<td>Address 1:</td>
<td></td>
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<td>Address 2:</td>
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<td>Zip:</td>
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<td>Attn:</td>
<td></td>
</tr>
<tr>
<td>Telephone number of Insurance Company:</td>
<td></td>
</tr>
</tbody>
</table>

Print Name of Insured Doctor ____________________________________________________________

Signature of Insured Doctor ____________________________________________________________

Date ____________________________________________