Influencer Terms and Conditions

Visionworks believes in following industry best practices, including full, fair and effective disclosures of material facts relating to your relationship with Visionworks in accordance with the Federal Trade Commission's Guides Concerning Endorsements and Testimonials in Advertising ("FTC Guides"). As such, we require that all bloggers, influencers and similar persons ("Influencer" or "You") adhere to the guidelines set forth below (the "Guidelines" or the "Terms") when blogging, tweeting or otherwise publishing content about Visionworks or relating to Visionworks' products or services. By accepting these Terms and Conditions, you agree to abide by the following:

These Influencer Terms and Conditions (the "Terms") are entered into by and between Visionworks, Inc. ("Visionworks") and the individual specified in the applicable Campaign Term Sheet ("Influencer"), with regard to Influencer's performance of spokesperson, influencer, public relations, and social media services for Visionworks effective as of the date of the Term Sheet (the "Effective Date").

1. **Engagement**. In exchange for certain compensation, products and/or experiences, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Visionworks engages Influencer to perform, and Influencer agrees to perform, the services specified on one or more Term Sheets entered into by Influencer and Visionworks (the "Services") for the fees and compensation set forth in the Term Sheet. Except as otherwise expressly provided herein, Influencer will perform the Services at its own expense and using its own resources and equipment.

2. **Intellectual Property Rights**.

a. Work Product. Influencer shall perform the Services and develop any work product hereunder for Visionworks as a "work made for hire" according to U.S. Copyright law, and such work product, including all copyrights, trademarks and other intellectual property rights embodied therein (collectively, the "Work Product") shall be owned exclusively by Visionworks. In the event any portion of the Work Product is not considered "work made for hire" or as otherwise necessary to ensure full ownership of the Work Product by Visionworks, Influencer hereby assigns to Visionworks all right, title, and interest in and to such Work Product. Influencer will sign any additional documents that may be reasonably necessary to effect such assignment.

b. Intellectual Property Rights. No license or other right of any kind is granted by Visionworks or Visionworks to Influencer, except as expressly provided in these Terms. Influencer shall not use Visionworks' or Visionworks' copyrights, trademarks, trade names, or other intellectual property in any way except to the limited extent as may be expressly agreed in the Term Sheet.

c. Influencer's Content and Attributes. For the Services which Influencer is providing under these Terms and without limiting Visionworks' ownership of the Work Product as specified above, Influencer gives Visionworks the irrevocable, sublicenseable, worldwide right and permission to use any Work Product or other video, photo, written or verbal content Influencer shares or provides related to the Services (collectively, "Visionworks-Related Content") in any manner, in whole or in part, and for any purpose in any and in any and all media, including and without limitation, on Visionworks and/or Visionworks owned or controlled websites and platforms, social media, any advertising materials, publications, marketing materials, and/or presentations, and in any and all other media, in perpetuity. Any statements, posts and/or feedback that Influencer provides may be paraphrased, amplified, shortened and/or put into conversational form. Influencer further agrees that Visionworks may contact (including by means of messages on public social media platforms) Influencer about any Visionworks-Related Content. Influencer acknowledges that participation in the Services means Visionworks can use Influencer's

Visionworks-Related Content and include Influencer's name/likeness/social media handle or channel/blog name and any other Influencer attributes in any manner that Visionworks determines supports the purposes of these Terms, including use in any media that accepts advertising or promotional content or communications (such as, but not limited to, digital, print, television or radio). Influencer agrees that Influencer will not hold Visionworks or Visionworks, or their respective licensees, responsible for any liability resulting from their use of Influencer's Visionworks-Related Content in accordance with the terms hereof. Visionworks and Visionworks shall not be liable for any indirect, consequential, exemplary damages (including but not limited to lost profits) and the combined, aggregate liability of Visionworks and Visionworks hereunder shall not exceed the fees payable to Influencer under the Term Sheet.

3. **Representations and Warranties; Indemnity**.

a. Influencer represents and warrants that: (i) Influencer has the right to assign the Work Product to Visionworks as set forth in Section 2; (ii) the Work Product and other Visionworks-Related Content will be original and will not infringe upon any copyright, patent, trademark, right of publicity or privacy, or any other proprietary or other right of any person, whether contractual, statutory or common law; (iii) the Services rendered by Influencer shall be promptly rendered with due care and shall be of first rate quality; (iv) Influencer shall not, during the term of these Terms, render any services of any kind directly or indirectly for any company competitive with Visionworks or Visionworks or conduct or participate in any program, promotion or other project that would detract from the Services Influencer is providing hereunder; (v) Influencer will not commit any act which brings Visionworks or Visionworks into public disrepute, contempt, scandal, or ridicule, or which insults or offends the general community to which Visionworks' advertising materials are directed, or which might tend to harm Visionworks or any of Visionworks' products or services including, without limitation, disparaging Visionworks, their products or services, or their competitors; (vi) Influencer's statements, posts and feedback are true and accurately reflect Influencer's honest opinion and experience with Visionworks, and their competitors' products and/or services to the extent applicable, (vii) Influencer agrees that time is of the essence in connection with these Terms and all deadlines provided by Visionworks, and (vii) Influencer will comply with all applicable federal, state and local laws, regulations, administrative guidelines, orders and ordinances, including without limitation, all privacy and data security laws and the terms and conditions of all applicable third party web sites, platforms or applications, including by making disclosures in accordance with the FTC Guides as further detailed in 3(b) below, in rendering the Services herein.

b. Visionworks and its licensors retain all ownership rights in their proprietary platforms, software, websites and technology, including any updates, enhancements, modifications thereto or any back-end technology associated therewith ("Visionworks Platforms"). Influencer agrees not to: (i) copy, rent, lease, sell, distribute, or create derivative works based on the Visionworks Platforms in whole or in part, by any means, except as expressly authorized in writing by Visionworks; (ii) use any Visionworks trademarks without prior written permission; (iii) use or launch any automated system, including, "robots," "spiders," or "offline readers," to send messages to the Visionworks Platforms or systems; (ii) use the Visionworks Platforms in any manner that damages, disables, overburdens, or impairs any of Visionworks' websites or interferes with any other party's use of the Visionworks Platforms; (iii) attempt to gain unauthorized access (or exceed any authorized access) to Visionworks Platforms; (iv) access the Visionworks Platforms other than through the Visionworks interface; or (v) use the Visionworks Platforms for any purpose or in any manner that is unlawful or prohibited by these Terms. Visionworks hereby grants Influencer a limited, non-exclusive, non-transferable license to access and use the Visionworks Platforms solely as necessary in connection with the provision of Services hereunder.

c. Influencer agrees to defend, indemnify and hold harmless Visionworks, Visionworks and their respective officers, directors, employees, business partners and agents, from and against any and all third party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Influencer's breach of any of its representations and/or warranties hereunder, (ii) the authorized use of the Work Product and other Visionworks-Related Content or exercise of the rights granted hereunder, (iii) Influencer's use of third party products or content in performing the Services; and (iv) Influencer's negligence or willful misconduct.

d. Influencer hereby agrees, for herself, her heirs, executors and administrators, to release, waive, discharge, absolve, agree to hold harmless, and covenants not to sue, Visionworks, Visionworks and their respective agents, employees, officers, directors, successors and assigns (collectively, "Released Parties"), from and/or in relation to any and all liability, loss, harm, damage, injury, cost or expense whatsoever which Influencer, his/her heirs, executors, administrators and assigns had, now have or hereafter may have, by reason of any matter connected in any way with the Released Parties' exercise of their express or implied rights hereunder, including but not limited to the right to use Influencer's name, voice or likeness, it being understood that the Release Parties shall be free to use Influencer's name, voice and likeness in any manner in connection with the Visionworks-Related Content or otherwise in support of the purposes of these Terms.

e. Influencer warrants that Influencer is at least 18 years of age, will adhere to FTC Guides and has the right to contract in Influencer's own name.

4. **Relationship of Parties**. Influencer's relationship with Visionworks is that of an independent contractor, and nothing in these Terms is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Influencer will not be entitled to any of the benefits that Visionworks may make available to its employees. Influencer is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under these Terms and will hold Visionworks and Visionworks harmless from and against any tax liability associated with fees hereunder. No part of Influencer's compensation will be subject to withholding by Visionworks for the payment of any social security, federal, state, or any other employee payroll taxes.

5. **Confidential Information**. Unless authorized by Visionworks, Influencer agrees to hold all Confidential Information in strict confidence, not to disclose Confidential Information to any third parties, and to use Confidential Information solely for the purpose of fulfilling its obligations under these Terms. "Confidential Information" shall mean all information, excluding information available from the public domain, disclosed by Visionworks or Visionworks to Influencer related to these Terms or the current, future, and proposed business, products, and services of Visionworks or Visionworks.

6. **No Conflict of Interest**. Influencer is not subject to, and will not accept, and within the 12 months prior to the Effective Date has not performed, any obligation that is inconsistent or incompatible with Influencer's obligations under these Terms, including any obligation to perform services for any company whose goods and services compete with those of the Visionworks. Further, Influencer acknowledges and agrees that Visionworks' relationships with its customers, including Visionworks and other brands, agencies and entities that use Visionworks' services ("Customers") are of great value to Visionworks. Accordingly, Influencer agrees that during the term of this Agreement and for one (1) year thereafter, Influencer will not directly or indirectly solicit or engage any Customer to purchase services similar to those provided by Visionworks, other than through Visionworks.

7. **Term and Termination**.

a. Term. The initial term of these Terms shall commence on the Effective Date and continue in full force and effect until terminated as set forth herein or until completion of all Services specified in the Term Sheet, whichever is sooner.

b. Termination. Visionworks may terminate these Terms and/or the Services under any Term Sheet: (i) immediately in the event of a material breach by Influencer or (ii) for convenience at any time. Influencer must return any materials supplied under these Terms upon termination.

c. Survival. The rights and obligations contained in Sections 2 ("Intellectual Property Rights"), 3 ("Representations and Warranties; Indemnity"), 5 ("Confidential Information"), 7(c) ("Survival"), and 8 ("Miscellaneous") will survive any termination or expiration of these Terms.

8. **Miscellaneous**. Influencer will not be entitled to, and hereby waives any right to seek, injunctive relief to enforce the provisions of these Terms, and Influencer's sole remedy for any breach by Visionworks shall be to recover monetary damages, if any, subject to the terms and conditions herein.

Influencer may not subcontract or otherwise delegate Influencer's obligations under these Terms without Visionworks' prior written consent. Subject to the foregoing, these Terms shall benefit and bind the parties' successors and permitted assigns. These Terms shall be governed in all respects by the laws of the State of Texas and Influencer agrees that unless otherwise indicated by Visionworks any action arising from or relating to these Terms shall be brought exclusively in a state or federal court located in San Antonio, Texas. Should any provisions of these Terms be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of these Terms shall not be affected or impaired thereby. The waiver by either party of a breach of any provision of these Terms by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party. These Terms (including the applicable Term Sheet) constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. These Terms may only be changed by mutual agreement of authorized representatives of the parties in writing.

Exhibit A
Campaign Rules

Each campaign for which an Influencer might be engaged will have its' own Rules and Term Sheet. By agreeing to participate in the campaign, Influencer is agreeing to comply with the Campaign Rules. The following are examples of Rules that apply to every Campaign:

Respect Intellectual Property Rights – Intellectual Property is the group of legal rights to works that people create or invent. Intellectual property rights typically include copyright, trademark, and trade secret rights, as well as the right to use someone's name, likeness, image, or voice. Examples include photographs, music (including song lyrics), trademarks/logos, brand names or brand packaging, and personal likenesses. Influencer should never post or share any content including these elements without obtaining written permission to do so from the third party who owns the rights, as this could constitute a violation or infringement of their intellectual property.

Disclose Your Connection to Visionworks – When blogging or posted about Visionworks' products or services, You should clearly disclose your connections with Visionworks, (i.e. the fact that your post is "sponsored by Visionworks") and include any hashtags, if any, requested by Visionworks (such as #ad or #sponsored). Note that while Visionworks may provide recommendations and options for disclosures, Visionworks will not be responsible for any failure by You to comply with the FTC Guides or any failure by You to obtain all third party clearances and permissions with respect to content You post.

Give Your Honest and Truthful Opinions – Your statements should always reflect your honest and truthful opinions and actual experiences. Only make a factual statement about Visionworks' product/service's characteristics or quality which You believe are true and can be verified. For example, do not make statements about the performance of a product unless You have support for such claims.

Comply with other policies and laws – You should comply with the terms, conditions, guidelines and policies of any media service that You use and all applicable laws. For instance, if a media outlet (a private Facebook page, for example) says it may not be used for commercial purposes, then You should not promote Visionworks or Visionworks' products or services on such a site.

Protect Your Personal Information – Protect your privacy by keeping in mind that your posts are public. Don't share personal or sensitive information about You or your family that You may not want to make available to the public.

Respect Others' Privacy – Do not include personal information about any third party that has not been voluntarily made available by them for You to share in your posts. This includes any information that may make it possible for someone to reasonably identify another person.

Respect the Brand – Visionworks has a large investment in its trademarked name and brand. Visionworks has chosen you as a spokesperson. Don't post, blog or be photographed using Visionworks products in a setting that would disparage or damage the brand or put it in disrepute.