

BETTER VISION WARRANTY

1. DEFINITIONS

As used in this OPTEGRA WARRANTY (hereinafter referred to as the "WARRANTY"), the following terms and phrases should be interpreted as follows:

- **OPTEGRA** – Optegra Polska Sp. z o.o., with its registered seat in Warsaw at ul. Bitwy Warszawskiej 1920 r. no. 18, 02-366 Warsaw, entered into the Register of Undertakings maintained by the District Court for the Capital City of Warsaw, 12th Commercial Division of the National Court Register under number KRS: 0000004971, with a share capital of PLN 11,250,000, Tax ID: 972-09-27-876.
- **OPTEGRA Clinic** – any one of the following OPTEGRA clinics located in Poland:
 - OPTEGRA WARSZAWA OCHOTA, ul. Bitwy Warszawskiej 1920r no. 18, 02-366 Warsaw;
 - OPTEGRA WARSZAWA WILANÓW, Al. Rzeczypospolitej 1, 02-972 Warsaw;
 - OPTEGRA KATOWICE, Silesia Business Park Building C, ul. Chorzowska 148, 40-101 Katowice;
 - OPTEGRA CRACOW, ul. Kapelanka 42a, 30-347 Cracow;
 - OPTEGRA LUBLIN, ul. Gesia 5, 20-719 Lublin;
 - OPTEGRA ŁÓDŹ, Nowa Fabryczna Building, ul. Składowa 35 90-127 Łódź;
 - OPTEGRA POZNAŃ, ul. Wenecjańska 8, 61-101 Poznań;
 - OPTEGRA RZESZÓW, Skyres Building, ul. Warszawska 18, 35-205 Rzeszów;
 - OPTEGRA SZCZECIN, ul. Mickiewicza 140, 71-153 Szczecin;
 - OPTEGRA WROCŁAW, ul. Powstańców Śląskich 73-95, 53-332 Wrocław;
- **Procedure** – paid LENTIVU®, FemtoLASIK, FemtoLASIK LBV, or CLEARVU® procedures performed by an OPTEGRA Physician at one of the OPTEGRA Clinics.
- **OPTEGRA Physician** – an ophthalmologist who provides ophthalmological services, including performs a Procedure and/or Retreatment, at one of the OPTEGRA Clinics.
- **Qualifying Visit** – a paid visit prior to a Procedure, during which:
 - The Patient undergoes a comprehensive range of tests, in accordance with OPTEGRA standards and current medical knowledge.
 - Based on the results of the tests and the interview with the Patient, the OPTEGRA Physician determines the type and Treatment Target.

- The Patient is assessed for suitability for a specific Procedure. If the test results preclude it or the treatment target expected by the Patient cannot be achieved, the Patient will not qualify for the Procedure.
 - The OPTEGRA Physician educates the Patient about the Procedure for which the Patient has been qualified, detailing particularly the risks associated with this Procedure, and provides the Patient with a consent form describing, among other things, the risks related to the chosen Procedure.
- **Treatment Target** – the goal of a Procedure, jointly determined by the OPTEGRA Physician and the Patient during the Qualifying Visit, is to reduce the Patient’s existing refractive error to less than 1 diopter for myopia (nearsightedness), hyperopia (farsightedness), and/or astigmatism. If the above target is unachievable, the OPTEGRA Physician and the Patient will set a different target during the Qualifying Visit. This alternative target will be noted in the Patient's medical records by the OPTEGRA Physician.
- **Patient** – an individual who has undergone a Procedure.
- **Post-Procedure Follow-up Visit** – follow-up visits are conducted according to the following schedule:
 - 1 day after the Procedure (free of charge),
 - 1 month after the Procedure (paid visit),
 - 3 months after the Procedure (paid visit),
 - between 11 and 18 months after the Procedure (paid visit),

unless the OPTEGRA Physician recommends a different schedule of follow-up visits and records this fact in the Patient's medical records.

- **Post-Procedure Recommendations** – these are guidelines provided by the OPTEGRA Physician to the Patient on the day of the Procedure. They include instructions for the use of prescribed or recommended medications, activities the Patient should or should not engage in, limitations for a specified period after the Procedure, along with the schedule for Post-Procedure Follow-Up Visits.
- **Retreatment** – a second, free of charge, microlens and/or laser vision correction procedure performed on the Patient, if the Treatment Target is not achieved and, in the OPTEGRA Physician's assessment, Retreatment may contribute to the improvement of the Patient's vision and the condition of the Patient's eyes during the Qualifying Visit for Retreatment permits it. Please note that Retreatment is not an

Enhancement Procedure. The suggested Retreatment may also involve Lasek, PRK or EBK procedures.

- **Qualifying Visit for Retreatment** – this is a paid visit that precedes Retreatment, during which:
 - The Patient undergoes a comprehensive series of tests, consistent with the condition of their eyes and vision, adhering to OPTEGRA standards and current medical knowledge.
 - Based on the results of these tests, the OPTEGRA Physician qualifies the Patient for a specific type of procedure as part of Retreatment. If the test results suggest that Retreatment is not advisable for the Patient, or if the risk associated with Retreatment outweighs its potential benefits, the OPTEGRA Physician will not qualify the Patient for Retreatment.
 - The OPTEGRA Physician informs the Patient about the type of procedure proposed as part of Retreatment, particularly highlighting the risks associated with this procedure. The Patient is then provided with a Retreatment Consent form, which includes details about the risks associated with the procedure proposed for Retreatment.

- **Enhancement Procedure** – a paid medical procedure, distinct from Retreatment, which is not covered by this WARRANTY. It can be performed on the Patient following a Procedure after the Patient is deemed eligible for such a procedure during an additional, paid qualifying visit, in the following situations:
 - If the tests carried out during the Qualifying Visit, when the Patient was being qualified for the Clearvu® procedure, indicate that following this procedure, the Patient would not tolerate the maximum potential micromonovision value in the non-dominant eye (usually 1.5 diopters). Consequently, a correction of less than minus 1.5 diopters was applied to the non-dominant eye during the Clearvu® procedure. If it is found after the Clearvu® procedure that the Patient can tolerate a micromonovision value of 1.5 diopters or more, an additional paid medical procedure can be performed to increase the Patient's micromonovision value.
 - In the case of a Patient who has undergone the Femto LBV procedure and due to the development of presbyopia, it becomes necessary to perform an additional, paid medical procedure. This procedure aims at correcting the defect in the non-dominant eye or both eyes, as a result of which the Patient should receive a treatment effect equivalent to the Clearvu® procedure.

- **OPTEGRA Price List** – the price list available at www.optegra.com.pl. If this WARRANTY explicitly states that a given ophthalmological service, in particular a qualifying visit (e.g., Qualifying Visit for Retreatment), procedure (e.g., Enhancement Procedure), follow-up visit (e.g., Post-Procedure Follow-Up Visit), or ophthalmological consultation, is payable, then the price for a given service is determined based on the OPTEGRA Price List applicable on the day the given ophthalmological service is provided.

2. WARRANTY COVERAGE

The subject of the WARRANTY is OPTEGRA's commitment to perform Retreatment on a Patient who meets the conditions outlined in Section 3 of the WARRANTY (Section 3. RETREATMENT ELIGIBILITY) at one of the OPTEGRA Clinics on a date mutually agreed upon between the OPTEGRA Physician and the Patient, subject to the Patient providing their written informed consent for Retreatment, in accordance with the standards applicable at OPTEGRA.

3. RETREATMENT ELIGIBILITY

The Patient qualifies for Retreatment if the following conditions are met jointly :

- The Patient has signed the DECLARATION attached to this WARRANTY with a handwritten and legible signature;
- The Patient has adhered to the Post-Procedure Recommendations;
- The Patient has completed all Post-Procedure Follow-Up Visits;
- The Treatment Target set during the Qualifying Visit has not been achieved;
- The Patient was qualified for Retreatment during the Qualifying Visit for Retreatment within the WARRANTY period.

4. WARRANTY PERIOD

Subject to Section 5. EXPIRY OR LOSS OF WARRANTY, the WARRANTY is valid for a period of 24 months from the date of the Procedure performed on the Patient.

The WARRANTY terms that apply to the Patient are those in effect on the day of the Treatment.

5. EXPIRY OR LOSS OF WARRANTY

If the Patient was qualified for Retreatment during the Qualifying Visit for Retreatment, then such Retreatment under the WARRANTY may only be performed at one of the OPTEGRA

Clinics. If the Patient undergoes Retreatment at another medical facility, OPTEGRA will not cover the costs of such Retreatment. Undergoing Retreatment at a medical facility other than an OPTEGRA Clinic equates to the Patient failing to adhere to the terms of the WARRANTY, leading to the expiration of the WARRANTY.

OPTEGRA may revoke this Warranty under the following circumstances:

- The Patient failed to adhere to the Post-Procedure Recommendations;
- The Patient failed to attend at least one of the Post-Procedure Follow-Up Visits;
- During the WARRANTY period, the Patient underwent a procedure to correct a vision defect or another medical or cosmetic procedure in the eye area at a facility other than an OPTEGRA Clinic;
- The Patient concealed any information regarding their health, vision, previous surgical, ophthalmological or other procedures that could impact the qualification for the Procedure, the selection of the Procedure, the conduct of the Procedure or recommended treatment after the Procedure;
- The Patient was not qualified for Retreatment during the Qualifying Visit for Retreatment, particularly in the following cases:
 - The Patient has been diagnosed with cataract, glaucoma, AMD, or other diseases affecting the retina or vitreous body, diabetes, amblyopia, keratoconus, epilepsy, mental illness, healing disorders, scarring, or other conditions which, according to current medical knowledge, may have severe negative effects on the Patient;
 - The Patient has been diagnosed with presbyopia;
 - The Patient has lost sight or has impaired vision as a result of an eye injury;
 - The cornea in the Patient's eye is too thin, too steep, too flat and Retreatment cannot be performed or it would pose excessive risk to the Patient;
 - The Patient has been diagnosed with hyperopic astigmatism;
 - The Patient has been diagnosed with high hyperopia;
 - The Patient has been diagnosed with high, progressive myopia.

In the case of Patients who become pregnant within the first 12 months after the Procedure, the WARRANTY is suspended for the duration of the pregnancy and breastfeeding. During the suspension of the WARRANTY, the Patient is obliged to adhere to the Post-Procedure

Recommendations and to attend Post-Procedure Follow-Up Visits in accordance with the prescribed schedule.

6. PAID SERVICES NOT COVERED BY THE WARRANTY

The WARRANTY does not cover the following services, which are payable by the Patient in accordance with the OPTEGRA Price List:

- Post-Procedure Follow-Up Visits, except for the first follow-up visit the day after the Procedure;
- Qualifying Visit for Retreatment;
- Enhancement Procedure and the qualifying visit for Enhancement Procedure;
- Follow-up visits after Retreatment;
- Follow-up visits after an Enhancement Procedure;
- Ophthalmological examinations or other diagnostics necessary for the treatment of the Patient after the Procedure and/or Retreatment, in accordance with OPTEGRA standards and current medical knowledge;
- Control, preventive, diagnostic, and therapeutic services for acute and chronic eye diseases.

The WARRANTY does not cover consultations and diagnostics performed outside of OPTEGRA Clinics.

The WARRANTY does not cover the cost of medicinal products and medical devices.

The WARRANTY does not cover the treatment of conditions such as: cataract, glaucoma, AMD, strabismus, or any other diseases and/or complications not directly related to the performed Treatment.

7. ADDITIONAL BENEFITS FOR THE PATIENT

In addition to the Patient's right to Retreatment as per the terms of this Warranty, OPTEGRA offers to the Patient comprehensive ophthalmological care for a duration of 10 years from the date of the Procedure conducted on the Patient. This care encompasses ophthalmic services rendered at the OPTEGRA Clinic selected by the Patient. As part of this ophthalmological care, OPTEGRA offers the Patient a 10% discount on all ophthalmic procedures performed at the aforementioned Clinic on the day when the Patient decides to purchase such a procedure. Please note that this discount does not apply to ophthalmic consultations, qualifying visits for procedures, follow-up appointments, or diagnostic examinations.

8. THE OPTEGRA APPROACH

The Procedure and/or Retreatment are conducted according to the current state of medical knowledge, the procedures established at OPTEGRA, and with the highest level of care. Despite striving for excellence in performing the Procedure and/or Retreatment and their well-documented effectiveness, it can never be 100% guaranteed that the Treatment Target will be achieved.

It is also impossible to rule out potential complications during or after the Procedure and/or Retreatment (detailed information on this is provided during the Qualifying Visit and/or Qualifying Visit for Retreatment, and is acknowledged by the Patient's written consent given prior to undergoing the Procedure and/or Retreatment).

OPTEGRA physicians uphold the highest standards of professional care to provide the Patient with an optimal treatment plan that aligns with the current state of the Patient's vision and eye health. The Procedure and/or Retreatment will not be conducted if the potential risks outweigh the expected benefits.

No physician can guarantee the attainment of the Treatment Target. Therefore, although rare, it might occur that the Treatment Target, even after Retreatment, is not achieved. There may be situations where, despite the best efforts of the OPTEGRA Physician, the Patient requires further treatment, and in extreme cases, it may even be determined that no therapeutic process will lead to the achievement of the Treatment Target.

In some rare instances, Retreatment may not be possible or advisable, for instance, due to the nature of the defect or the condition of the eye. If other therapeutic methods are available, including an Enhancement Procedure, which are not covered by this WARRANTY and are payable by the Patient, the OPTEGRA Physician will present the Patient with a proposal for further treatment.

The Procedure and Retreatment cannot and are not intended to treat, prevent, or delay conditions such as: cataracts, glaucoma, AMD, or strabismus.

9. FINAL PROVISIONS

The term of the WARRANTY begins on the day the Procedure was performed on the Patient.

OPTEGRA reserves the right to amend the provisions of this WARRANTY, which is posted online at www.optegra.com.pl, at any time. The amended provisions of the WARRANTY will come into force after 30 days from the date of their announcement at www.optegra.com.pl.

Any alterations to the provisions of the WARRANTY after the date of the Patient's Procedure necessitate a separate written agreement from both OPTEGRA and the Patient.

These WARRANTY terms and conditions shall come into force on 15.02.2024.

WE WISH YOU GOOD VISION!