

Avedro Patient Assistance Program (PAP) Agreement

This Agreement is between Avedro, Inc. ("Avedro") and [REDACTED] ("Provider"), collectively, the "Parties," each at the office addresses provided below. In order to improve patient access to safe, high-quality, FDA-approved products and procedures, the Parties voluntarily agree to the following Avedro Patient Assistance Program ("PAP") Terms and Conditions.

1. Eligibility for Discount

Provider may, on behalf of, and for ultimate administration to, an Eligible Patient (as defined below), be eligible to receive Photrexa Viscous and Photrexa (collectively, "Photrexa") at no charge for administration during a corneal collagen cross-linking ("CXL") procedure if all of the following eligibility requirements are met:

(a) Provider is enrolled in the Avedro Reimbursement Customer Hub ("ARCH") program.

(b) Provider will perform a CXL procedure with Photrexa on-label in accordance with the FDA-approved indications and on-protocol (with corneal epithelium removed).

(c) The patient for whom the procedure is performed is uninsured or is insured by a federal health care program including, without limitation, Medicare, Medicaid, Tricare, and the VA, and meets the other eligibility criteria for participation in PAP, including poverty level and inability to pay ("Eligible Patients"). Eligibility will be determined by ARCH after receipt of a patient's application materials.

(d) The Provider may not bill any federal, state or commercial payer for any portion of the cost of the CXL procedure or the donated Photrexa used in the CXL procedure.

2. Billing for Donated Product

2.1 In the event the eligibility requirements set forth in Section 1 are satisfied, Provider, on behalf of Eligible Patients, may receive donated Photrexa for use in CXL procedures. Providers may offset a portion of their out-of-pocket practice costs and expenses ("PAP Expenses") related to CXL procedures performed using Photrexa donated pursuant to the PAP program ("PAP Procedures") by billing Eligible Patients for such PAP Expenses, subject to the following limitations:

(a) In no event shall the PAP Expenses billed to the patient in connection with a PAP Procedure exceed \$500.

(b) During any six (6) month period beginning January 1 or July 1, Providers may not bill for more than 10% of Total Eligible Procedures (the "PAP Reimbursement Limit"). "Total Eligible Procedures" means the number of CXL procedures performed using Photrexa during the immediately preceding six (6) month period, determined based on the number of kits purchased from

Avedro. For example, if a Provider purchased 100 kits between July 1, 2019 and December 31, 2019, Provider may bill patients for PAP Expenses for no more than ten (10) PAP Procedures between January 1, 2020 and June 30, 2020. If a Provider does not bill up to Provider's PAP Reimbursement Limit for a given period, Provider can rollover such remaining procedures from his or her PAP Reimbursement Limit to the following six (6) month period; provided, however, that such remaining PAP Reimbursement Limit procedures can only rollover for one (1) six (6) month period before they are cancelled.

2.2 Provider may, without limitation, perform PAP Procedures in excess of the PAP Reimbursement Limit if Provider does not bill the patient for his or her PAP Expenses or any other expenses.

2.3 Provider agrees that he or she will not bill to any patient any PAP Expenses after reaching the PAP Reimbursement Limit.

3. Representations and Acknowledgements

3.1 The Parties acknowledge that the PAP program and this Agreement may include discounts, rebates, or other reductions in price (collectively, "discounts"), and it is their intention that such discounts shall be administered consistent with the discount exception to the federal anti-kickback statute (42 USC 1320a-7b(B)(3)(A)) and the related regulatory discount safe harbor (42 CFR 1001.952(h)). Avedro will reflect when a discount applies on invoices or alternative document, and Provider may request additional documentation of purchases and discounts hereunder as necessary to facilitate appropriate reporting. To the extent and as required by applicable law, regulations, or other contractual obligations, it is Provider's responsibility to appropriately report or reflect such discounts, including any bundled discounts, on cost reports or claims submitted to third party payors, including but not limited to federal or state health care programs. Further, Provider will retain documentation provided by Avedro relating to the PAP program and this Agreement and make it available to federal or state health care program representatives upon request.

3.2 Provider acknowledges that the PAP program is not intended to guarantee any rate of payment for the CXL procedure and the reimbursement of PAP Expenses is only intended to cover a portion of Provider's out-of-pocket expenses incurred in connection with performing the PAP Procedure.



3.3. Provider acknowledges Avedro, in its sole discretion, may change or terminate the PAP program at any time.

3.4. Provider acknowledges that the PAP program is confidential and proprietary, and Provider will not market the availability of the PAP program to any outside parties, including patients, or physicians that are not affiliated with the Provider, unless required by law, regulation or court order.

3.5. Provider represents and warrants that it, and its facility, clinic and/or institution, will apply all applicable and standard policies and procedures for treating financially-needy patients, and that Provider will not bill any Eligible Patient for any PAP expenses if such facility, clinic and/or institution is under any legal obligation to treat such patient.

3.6. Provider represents and warrants that any PAP Expenses billed to any Eligible Patient will be in accordance with

Medicaid and all other applicable laws, rules, regulations, orders and contractual obligations.

4. General

4.1 Provider and Avedro will each appoint a coordinator to oversee the administration of this agreement. Any notices required under this Agreement shall be provided to:

Provider: [define]
Avedro: Avedro, Inc.
201 Jones Road
Waltham, Massachusetts 02451
Attn: General Counsel's Office

4.2 This Agreement shall commence upon execution by Provider and continue until terminated by Avedro. Avedro may, at any time and without prior written notice, amend any term hereof.

5. Signatures

Please sign below to acknowledge acceptance of Program Terms and Conditions.

AVEDRO, INC. (a subsidiary of Glaukos Corporation)

By: _____

Name: Diana Scherer

Date: _____

Title: VP, Compliance & Deputy General Counsel

PROVIDER

By: _____

Name: _____

Date: _____

Title: _____