

Avedro Prescription Assistance Program (RxAP) 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 Prescription Assistance Program ("RxAP") Terms and Conditions.

1. Eligibility for Discount

Provider will be eligible for a discount toward a future purchase of Photrexa Viscous and Photrexa (collectively, "Photrexa") if the Provider meets all of the following eligibility requirements:

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

(b) Provider has performed a corneal collagen cross-linking ("CXL") procedure with Photrexa.

(c) Provider has performed a CXL procedure with Photrexa on-label in accordance with the FDA-approved indications and on-protocol (with corneal epithelium removed).

(d) The patient for whom the procedure was performed has commercial insurance, and is not insured by a federal health care program including, without limitation, Medicare, Medicaid, Tricare, and the VA.

(e) To the extent Provider determined it was appropriate under the applicable payer policy, Provider billed Photrexa on the claim to the commercial payer separate from the CXL procedure and in compliance with all requirements and deadlines imposed by the applicable payer.

(f) The commercial payer denied reimbursement for Photrexa, or the total reimbursement allowed inclusive of the patient's cost-sharing obligation (e.g., co-payment or co-insurance) was less than the Provider's acquisition cost for Photrexa.

(g) The payer's reimbursement for Photrexa was not bundled into the payer's payment for the CXL procedure, and the payer specifically indicated the amount of payment (if any) it allowed for Photrexa.

(h) Provider has pursued all levels of appeal (through up to two levels of appeal) with assistance as appropriate by the ARCH program in instances where the commercial payer denied reimbursement for Photrexa, or the total reimbursement allowed inclusive of the patient's cost-sharing obligation (e.g., co-payment or co-insurance) was less than the Provider's acquisition cost for Photrexa ("Appeals Process").

2. Amount and Application of Discount

2.1 The discount that Provider will be eligible to receive on a future purchase will vary as follows:

(a) Where a commercial payer has denied all reimbursement for Photrexa, and did not bundle reimbursement for Photrexa into reimbursement for the CXL procedure, Provider will be eligible for a discount on a future purchase in an amount equal to the Provider's acquisition cost for the earlier used Photrexa.

(b) Where the amount a commercial payer has paid is insufficient to cover Provider's acquisition cost for Photrexa, and the payer did not bundle reimbursement for Photrexa into reimbursement for the CXL procedure, Provider will be eligible for a discount on a future purchase in an amount equal to the difference between the Provider's acquisition cost for the earlier used Photrexa and the amount allowed by the patients' payer (the sum of the insurer's payment and the patient's cost-sharing obligation) for Photrexa as determined by the patient's payer. Provider represents and warrants that Provider has not and will not collect from the patient or any third party an amount in excess of the patient deductible, co-payment or co-insurance obligation amount as determined by the patient's payer.

(c) With respect to any CXL procedure occurring after June 1, 2020, Provider shall not be eligible for any discount if Provider is reimbursed his or her full contracted rate under any applicable commercial payer contract. If Provider receives less than his or her full contracted rate agreed upon in any commercial payer contract, Provider cannot receive a discount in excess of the difference between the contracted rate and the amount paid by the commercial payer.

2.2 Avedro shall determine whether Provider is eligible for the discount within thirty (30) days of the completion of the Appeals Process, if applicable, and ARCH shall communicate the same in writing to Provider. Provider will be eligible for the discount for twelve (12) months from the date on which the discount was approved by ARCH.

2.3 The discount may only be applied to a future purchase of Photrexa. The discount may not be applied to outstanding unpaid invoice amounts. Provider acknowledges that participation in ARCH or the RxAP program does not impose any obligation on Provider to purchase Photrexa.

2.4 The maximum discount that Provider may apply to any single future purchase of Photrexa is limited to (i) \$28,500 for each order of ten (10) treatments of Photrexa, (ii) \$14,250 for each order



of five (5) treatments of Photrexa, and (iii) \$2,850 for each order of a single treatment of Photrexa.

3. Representations and Acknowledgements

3.1. The Parties acknowledge that the RxAP 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 RxAP program and this Agreement and make it available to federal or state health care program representatives upon request.

3.2. Provider acknowledges that the RxAP program does not promise or guarantee coverage, payment, or rate of payment for Photrexa or the associated CXL procedure and professional services. Provider further acknowledges that Provider retains full risk for reimbursement of professional services or other services or costs associated with the CXL procedure.

3.3. Provider acknowledges that Avedro, in its sole discretion, may change or terminate the RxAP program at any time. Any discounts for which Provider is eligible at the time of any program change or termination shall be processed according to the program in place at the time Avedro notified the Provider of its eligibility for the discount.

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

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. CXL procedures with Photrexa performed up through the date of termination will be eligible for a discount toward a future purchase of Photrexa, subject to the eligibility requirements in Section 1 above, provided that Provider has, within ninety (90) days following the date of termination, billed Photrexa on a claim to a commercial payer and submitted the claim to ARCH for processing.

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: _____